



**VIRTUAL VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, April 23, 2020
6:30 PM**

First-time users will have to download the Gotowebinar application (App) by using the following link:

<https://support.goto.com/webinar/help/download>

From the website log in at

<https://attendee.gotowebinar.com/register/2442187255365923851>

Participants can also use their telephone and dial:

UNITED STATES +1 (631) 992-3221

Access Code: 964-302-001

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.

1. CALL TO ORDER

2. ROLL CALL

- 2.1 Resolution No. 2020-12 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

Motion	Second	Roll Call Vote
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[Proposed Resolution No. 2020-12 - Reorganization of the Village Council
\(Designating a New Vice-Mayor & Mayor Pro-Tem\)](#)

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Roll Call Vote
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6. CONSENT AGENDA *(Public Comment on Consent Agenda Items is permissible prior to voting)*

6.1 Approval of Minutes

[March 20, 2020, Village Council Emergency Meeting](#)

6.2 Appointment to the Library Board

[Board Application is Available Upon Request](#)

6.3 Appointments to the Infrastructure Surtax Citizen Oversight Committee

[Board Application is Available Upon Request](#)

6.4 Appointment to the Planning and Zoning Board

[Guardian Ad Litem - Application Exempt per F.S. Chapter 119](#)

6.5 Approve/Accept the Village of Palm Springs Comprehensive Annual Financial Report (CAFR) - FY 2019

[Palm Springs FL Comprehensive Annual Financial Report \(CAFR\) 2019
2019 Governance Report](#)

6.6 Approve On-Site Residency During New Construction - 3760 Serubi Avenue

[Applicant's Occupancy Request Package
Agreement to Demolish Existing Single Family Home
Access Easement to Allow Demolition
Architectural Site Plan
Interlocal Agreement for Demolition Services
Ordinance No. 2018-09
Aerial Photograph](#)

6.7 Approve Park Connector Pathway Project Award - Sub-Phase I - Alemeda Drive (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2020 Budget Funded - CDBG & Sales Tax) - Waypointe Contracting, Inc.

[Proposed Agreement - Waypoint Contracting
Bid Submittal - Waypoint Contracting Inc.
ITB 2020B-002 - Park Connector Pathway
ITB 2020B- 002 -Park Connector Pathway Bid Plans
ITB 2020B-002 Addendum No 1 February 13, 2020
Award Recommendation - Wantman Group, Inc.
Bid Submittal - American Engineering
Bid Submittal - Engecon Construction Inc.
Bid Submittal - West Construction Inc.](#)

6.8 Approve Contract Award (Task Order No. 283) - Village Complex Ballfield Renovations - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2020 Budget Funded - Sales Tax) - Southern Turf and Fields, LLC

[Southern Fields and Turf Proposed Agreement
Bid Submittal and Tabulation Log
Capital Improvement Details - Village Ballfield Renovations](#)

ITB #2020B-004 Task Order No. 283 Village Ballfield Renovations

Southern Turf and Fields LLC. Bid

JSM Services Inc. Bid

LTG Sports Turf One LLC Bid

- 6.9 Approve Contract Award (Task Order No. 283) - Village Complex Ballfield Renovations - Piggyback - Parks and Recreation Department (FY 2020 Budget - Sales Tax) - Landscape Service Professionals, Inc.
Proposed Agreement - Landscape Service Professionals, Inc..
City of Palm Beach Beach Gardens - Executed Contract
Approval to Piggyback - Landscape Service Professionals
Invitation to Bid Documents - City of Palm Beach Gardens - Landscape and Irrigation Products and Services
City of Palm Beach Gardens - Bid Addendum No. 1
City of Palm Beach Gardens - Bid Addendum No. 2
City of Palm Beach Gardens - Bid Addendum No. 3
City of Palm Beach Gardens - Bid Addendum No. 4
Landscape Service Professionals Irrigation Quote Village Ballfields
- 6.10 Approve Wastewater Gravity Lines & Manhole Rehabilitation Contract - 1st Amendment (Renewal) - Piggyback - Public Service Department (FY 2020 Budget Funded - Proposed) – SAK Construction, LLC
Proposed 1st Renewal to Agreement - SAK Construction
Approval to Piggyback - SAK Construction
National Intergovernmental Purchasing Alliance - Renewal Award Letter
National Intergovernmental Purchasing Alliance - Executed Contract
Original Executed Contract - SAK Construction
- 6.11 Authorize Metallurgical Grade Anhydrous Ammonia Purchase Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – Tanner Industries, Inc.
Proposed Agreement - Tanner Industries
Approval to Piggyback - Tanner Industries, Inc.
City of Riviera Beach - Bid Tabulation
City of Riviera Beach - Contract Award
City of Riviera Beach - Invitation to Bid
City of Riviera Beach - Addendum 1
- 6.12 Acceptance of Stormwater Drainage Easement Agreement - Lillian Road - Condominium Association of Lakeside Village, Inc.
Proposed Easement Agreement
Aerial & Location Maps - Lakeside Village
- 6.13 Approve Interlocal Agreement (Task Order #247) - Joint Project Funding for Utility Infrastructure Relocation/Adjustments - Kudza Road Bridge Replacement Project - Palm Beach County
Interlocal Agreement - PBC - Kudza Road Bridge
Exhibit A to Proposed Interlocal Agreement - PBC - Kudza Road Bridge - Bid Tabulations

END OF CONSENT AGENDA

MOTION	SECOND	ROLL CALL VOTE
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7. PRESENTATIONS

- 8. PUBLIC COMMENT** *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

9. PUBLIC HEARINGS

- 9.1 Ordinance No. 2020-04 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) ***(STAFF HAS REQUESTED THAT THIS ITEM BE POSTPONED TO A DATE CERTAIN OF MAY 14, 2020 AT 6:30 PM)***

- 9.2 Ordinance No. 2020-06 - Village Code Amendment - Chapter 34 - Supplemental Regulations - Vehicle-Oriented Uses (SECOND READING)

Motion	Second	Roll Call Vote
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Proposed Ordinance No. 2020-06-Supplemental Regulations for Vehicle-Oriented Uses

Map of Existing Gas Stations, Car Washes and Auto Repair Facilities

250-Foot Radius Map (Gas Stations)

1000-Foot Radius Map (Gas Stations)

- 9.3 Resolution No. 2020-18 - Verizon Wireless - 2745 Lake Worth Road (Quasi-Judicial Hearing)
(STAFF HAS REQUESTED THAT THIS ITEM BE POSTPONED TO A DATE CERTAIN OF MAY 14, 2020 AT 6:30 PM)

10. ACTIONS AND REPORTS

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

THURSDAY, MAY 14, 2020 AT 6:30 PM

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



**VIRTUAL PUBLIC MEETING
VILLAGE COUNCIL
VIRTUAL MEETING
Village Hall – Council Chambers
226 Cypress Lane • Palm Springs, FL • 33461**

Under Executive Order No. 20-69, issued by the Office of Governor Ron Desantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

The meeting will be held at the Village of Palm Springs - Village Hall located at 226 Cypress Lane, Palm Springs, Florida. A physical access point open to the public will be made available. In keeping with the Centers for Disease (CDC) and the Florida Department of Health guidelines on social distancing, and limiting public gatherings to less than ten (10) persons, once a physical access point reaches capacity, another physical access point will be opened to the public.

The Village of Palm Springs will provide for public participation through the gotowebinar.com, a communication media technology (teleconference) system. Interested persons may attend by joining the meeting from their computer, tablet or smartphone.

The agenda packet that is posted on the website at www.vpsfl.org Friday evening, one week before the Council meeting will include a weblink and the phone number to join the Council virtual meeting. The next meeting is scheduled April 23, 2020, at 6:30 PM.

First-time users will have to download the Gotowebinar application (App) by using the following link:

<https://support.goto.com/webinar/help/download>

After the meeting, the audio recording will be available by contacting the Village Clerk.

If any person has technical difficulties using Gotowebinar before or during the meeting, please call the Village Clerk immediately at (561) 434-5084 to report the issue.

The Village has developed new methods of ensuring public comment(s) for a virtual meeting.

- a. Email the Village Clerk, Kimberly Wynn at kwynn@vpsfl.org. The Village Clerk will present public comments into the record at the meeting. If you do not receive a response email from the Village Clerk, assume that it was not received and follow up with a phone call to Village Hall at (561) 434-5084.
- b. Persons may go to Village Hall to an available Physical Access Point and make a public comment when the item is announced.
- c. If interested persons require more information, they may visit the website at www.vpsfl.org and contact the Village Clerk at 226 Cypress Lane, Palm Springs, FL; Email: kwynn@vpsfl.org or call the Village Clerk at (561) 434-5084.

Agenda items that are quasi-judicial hearings for a virtual meeting may use the following procedure:

- a. Interested persons that sign into the gotowebinar virtual meeting will be in “listen-only” mode; however, they may send an email to the Village Clerk, Kimberly Wynn at kwynn@vpsfl.org on quasi-judicial items when the item is announced.
- b. Interested persons that wish to present additional information to the Village Council on quasi-judicial items may send an email to kwynn@vpsfl.org or call the Village Clerk, Kimberly Wynn at (561) 434-5084.

Consistent with Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Administration

ITEM 2.1: Resolution No. 2020-12 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

SUMMARY:

As a result, of the Charter Amendments that were approved in March 2016, the Village Council/Mayor terms were changed from a two (2) year term to a four (4) year term (following the initial terms for Council Members elected within District 2 and District 4 who would serve a one-time, 3-year term). Further, all elections going forward following the Charter changes would be held during an odd numbered year. As a result, an election was not held this year for any of the Council seats.

Although an election was not held, Section 3.05(a) of the Village Charter requires the nomination and election by Council action of a Vice-Mayor and Mayor Pro-Tem from among its members at the first Regular Council meeting after the General Election (or when the General Election would have been held - March 2018).

The new Vice-Mayor and Mayor Pro-Tem shall serve a one (1) year term until March/April 2021.

FISCAL IMPACT:

There is no fiscal impact to the Village.

ATTACHMENTS:

Proposed Resolution No. 2020-12 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

RESOLUTION NO. 2020-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DESIGNATING A VICE MAYOR AND MAYOR PRO TEM FOR THE ENSUING YEAR 2020-2021, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.05(a) of the Charter of the Village of Palm Springs requires the Mayor and Council to elect from among its members a Vice Mayor and Mayor Pro Tem; and

WHEREAS, the same section requires this election of a Vice Mayor and Mayor Pro Tem to be done annually at the first Regular Council Meeting after the General Election; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. _____ is hereby elected Vice Mayor and _____ is hereby elected Mayor Pro Tem of the Village of Palm Springs, Florida; and they shall forthwith enter upon and assume the duties of said respective offices for the ensuing year.

Section 2. This Resolution shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2020-12 – Council Reorganization

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐
DOUG GUNTHER, _____	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____
day of APRIL 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Administration

ITEM 6.1: Approval of Minutes

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

March 20, 2020, Village Council Emergency Meeting



**AGENDA
VILLAGE COUNCIL
EMERGENCY MEETING
226 CYPRESS LANE,
PALM SPRINGS, FLORIDA 33461
MARCH 20, 2020
3:00 PM**

- | | |
|---|---|
| ☐ Mayor Beverly Smith | ☐ Village Manager Richard Reade |
| ☐ Vice Mayor Joni Brinkman | ☐ Village Attorney Glen Torcivia |
| ☐ Mayor Pro Tem Patricia Waller | ☐ Village Clerk Kimberly Wynn |
| ☐ Council Member Douglas Gunther | |
| ☐ Council Member Gary Ready | |
-

1. CALL TO ORDER

2. ROLL CALL

Council

Present: Mayor Beverly Smith, Vice Mayor Joni Brinkman, Mayor Pro Tem Patricia Waller, Council Member Douglas Gunther, Council Member Gary Ready

Absent: None

Administration

Village Manager Richard Reade, Village Attorney Glen Torcivia and Village Clerk Kimberly Wynn

3. ORDER OF BUSINESS

3.1 Resolution No. 2020-10 - Providing the Village Manager Authority to Enact a Local of State of Emergency & Authority to Take Other Necessary Actions & Precautions - COVID-19 (Corona Virus) Pandemic

- Resolution No. 2020-10 - Emergency Declaration - COVID-19 Health Emergency Village Code of Ordinances - Sec 2.3 - Village Manager Powers
- State of Florida Executive Order No. 20-51 - COVID-19 - Governor Ron DeSantis

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith offered the public an opportunity to speak on this item; there was none.

Approve Council Member Ready made a motion to approve Resolution No. 2020-10, seconded by Mayor Pro Tem Waller. The motion carries 5-0.

3.2. Resolution No. 2020-11 - Permit Village Council to Attend/Participate in Council Meetings Via Communication Media Technology During Absence & State of Emergency

- Resolution No. 2020-11 - Permit Meeting Participation by Council via Communication Media Technology
- Template - Special Meeting Public Notice for Council Meeting by Electronic Means - COVID-19

Village Manager Reade explained to the Council that they can utilize the "Go to Meeting" or a similar type of equipment to conduct meetings. Vice Mayor Brinkman asked if this meant that quasi-judicial hearing items would be delayed. Village Attorney Torcivia explained that quasi-judicial items had not been addressed yet. Alternative ways were being explored. Vice Mayor Brinkman stated that the City of West Palm Beach still held meetings, albeit they had a larger room which allowed them to spread the public out more. Council Member Ready questioned if the COVID-19 pandemic and Hurricane season overlapped if the staff were prepared. The Village Manager responded that he was hopeful that the COVID-19 pandemic would pass before the hurricane season began.

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith offered the public an opportunity to speak on this item; there were no comments.

Vice Mayor Brinkman made a motion to approve Resolution No. 2020-11, seconded by Council Member Gunther. The motion carries 5-0.

ADJOURNMENT

Hearing no further discussion Mayor Smith adjourned the meeting at 3:26 PM.

ATTEST:

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **March 20, 2020**. Which minutes were formally approved and adopted by the Village Council on **April 23, 2020**.

Kimberly M. Wynn, Village Clerk

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting in order to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.2: Appointment to the Library Board

SUMMARY:

Currently, there are three (3) Regular Member vacancies on the Library Board due to the expiration of Ms. Lenore DiRienzo's term (appointed as a Regular Member November 8, 2018), Mr. David Devor's term (appointed as a Regular Member in November 8, 2018), and Ms. Karen Gebo's term (appointed as a Regular Member in June 13, 2019 to serve an unexpired term).

Ms. Karen Gebo has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, she would serve a three (3) year term ending on May 14, 2023.

If the appointment is approved, there would be two (2) Regular Member vacancies on the Board.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Administration

ITEM 6.3: Appointments to the Infrastructure Surtax Citizen Oversight Committee

SUMMARY:

Currently, there are two (2) Regular Member vacancies on the Infrastructure Surtax Citizen Oversight Committee due to the expiration of Ms. Susan Chapman's term (appointed as a Regular Member on March 9, 2017) and Mr. James Mandigo's term (appointed as a Regular Member on February 9, 2017).

Ms. Susan Chapman has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, she would serve a three (3) year term ending on May 14, 2023.

Note: Ms. Chapman is being requested to be reappointed with a term that is retroactive to the expiration of her previous term (February 9, 2020) as a Regular Member and, if approved, would begin a new, three (3) year term beginning on May 15, 2020 and ending on May 14, 2023.

Mr. James Mandigo has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, he would serve a three (3) year term ending on May 14, 2022.

Note: Mr. Mandigo is being requested to be reappointed with a term that is retroactive to the expiration of his previous term (February 9, 2019) as a Regular Member and, if approved, would begin a new, three (3) year term beginning on May 15, 2020 and ending on May 14, 2022.

If the appointments are approved, there would be no vacancies on the Infrastructure Surtax Citizen Oversight Committee.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:

Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.4: Appointment to the Planning and Zoning Board

SUMMARY:

Currently, there is one (1) Regular Member vacancy on the Planning and Zoning Advisory Board due to the expiration of Mr. Peter Brauns' term (appointed as a Regular Member on February 8, 2018, to serve an unexpired term).

Mr. Peter Braun has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, he would serve a three (3) year term ending on May 14, 2023.

Note: Mr. Braun is being requested to be reappointed with a term that is retroactive to the expiration of his previous term (January 25, 2020) as a Regular Member and, if approved, would begin a new, three (3) year term beginning on May 15, 2020, and ending on May 14, 2023.

If the appointment is approved, there would be no vacancies on the Planning and Zoning Board.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

Guardian Ad Litem - Application Exempt per F.S. Chapter 119

Application is Exempt
per F.S.

119.071(4)(d)2.a.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Finance

ITEM 6.5: Approve/Accept the Village of Palm Springs Comprehensive Annual Financial Report (CAFR) - FY 2019

SUMMARY:

Due to the current COVID-19 emergency pandemic and the need to hold the April 2020 meeting virtually, staff is requesting that the Village Council accept/approve the recently submitted 2019 Comprehensive Annual Financial Report (CAFR).

With the expectation that the Village Council will be able to hold its Regular Meetings on-site within Village Hall at a future time, a presentation to the Council by Mr. Scott Porter, with the audit firm of Caler, Donten, Levine, Cohen, Porter & Veil, P.A., will be scheduled to provide the Council with a detailed presentation (as normally completed) on the 2019 Comprehensive Annual Financial Report (CAFR) and the Village's financial statements.

Note: A digital copy of the Village's FY 2019 CAFR will be posted to the Village's website in advance of the Council meeting.

FISCAL IMPACT:

There is no fiscal impact to the Village.

ATTACHMENTS:

Palm Springs FL Comprehensive Annual Financial Report (CAFR) 2019
2019 Governance Report



THE VILLAGE OF **PALM SPRINGS,** **FLORIDA**



Comprehensive Annual Financial Report

**Fiscal Year Ended
September 30, 2019**

I selected this photo for the front of our Comprehensive Annual Financial Report (CAFR) this year to memorialize what the Police Department Building looks like today. The Village has engaged architects to design the expansion and redesign of this building to better meet the growing needs of our Police Department. It is hard to believe this facility was built just 15 years ago, but the good news is through the positive growth of the Village we need to expand this facility to house the additional personnel and improve the functionality for not only our Police department personnel but also improve public access and the impact of this expanded facility and how it will relate to the rest of the Village buildings on this campus site. I am excited to see the new designs and the positive impact on our Police Department and Village.

This photo was taken by one of our newer members of the Police Department, Yisandra Albuquerque, Crime Scene Investigator. Thank you Yisandra!

Rebecca L. Morse
Chief Financial Officer

The seal of The Village of Palm Springs, Florida, is a circular emblem. It features a central shield with a palm tree and a sun. The words "THE VILLAGE OF PALM SPRINGS" are written in a circle around the top, and "FLORIDA" is at the bottom. The text "Garden Spot" and "Palm Beach County" are also visible within the seal.

**THE VILLAGE OF
PALM SPRINGS, FLORIDA**

Comprehensive Annual
Financial Report

**Fiscal Year Ended
September 30, 2019**

**Prepared by:
Finance Department**

**Rebecca L. Morse, CGFO, CPFO
Chief Financial Officer**

VILLAGE OF PALM SPRINGS, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2019

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VILLAGE OF PALM SPRINGS, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2019

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VILLAGE OF PALM SPRINGS, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2019

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INTRODUCTORY SECTION



Village of Palm Springs

Department of Finance

226 Cypress Lane,

Palm Springs, Fl. 33461-1699

(561) 965-4013 Fax (561) 304-4615

March 18, 2020

***The Honorable Mayor, Members of
the Village Council and Residents
of the Village of Palm Springs***

The Finance Department is pleased to present the Village's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2019, which also includes the Independent Auditors' Report. The CAFR has been prepared in accordance with the Village Charter, Florida State Statutes and U.S. generally accepted accounting principles (GAAP) for governments. All disclosures necessary to enable the reader to gain an understanding of the Village's financial condition and activities have been included.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Village. The Village's financial operations are designed with a comprehensive system of internal controls established to safeguard assets from loss, theft or misuse. The Village's internal control system is designed to provide reasonable, reliable financial records for use in preparing financial statements in accordance with U.S. generally accepted accounting principles. To the best of our knowledge and belief the presented data is accurate in all material respects, and is organized in a manner designed to fairly present the financial position and results of operations of the Village as measured by the financial activity of its various funds and the Village as a whole.

Florida Statutes require an annual audit by independent certified public accountants. Caler, Donten, Levine, Cohen, Porter & Veil, P.A. Certified Public Accountants, have issued an unmodified ("clean") opinion on the Village of Palm Springs' financial statements for the year ended September 30, 2019. The independent auditor's report on the basic financial statements and combining fund financial statements and debt schedules is located at page 1 in the financial section of this report.

Report Format

This report has been prepared and organized to meet the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. By following the guidelines of this program, the report's format facilitates understanding by the residents as well as providing information needed by financial professionals.

The report is presented in four sections; Introductory, Financial, Statistical and Compliance. The Management's Discussion and Analysis (MD&A) located in the Financial Section following the independent audit report, together with this transmittal letter contain valuable information for the user of the financial statements and should be read in conjunction with them.

Village profile

The Village of Palm Springs was incorporated in 1957 and is centrally located in Palm Beach County. As part of South Florida's Gold Coast, Palm Beach County is well recognized for its unique lifestyle with a comfortable average year-around temperature of 76 degrees, 45 miles of beaches, 160 challenging golf courses and many cultural attractions. These elements and many more combine to create an unequalled quality of life that has attracted a diverse population from retirees to young professionals.

Palm Springs is an attractive, affordable community offering a mix of single family homes, townhomes and condominiums combined with all the services working families and retirees look for. As a full-service municipality, the Village strives to meet the needs and desires of the entire spectrum of residents by providing law enforcement, a public library, parks and recreation facilities and activities, sanitation and recycling services, water and sewer services, road and street maintenance and beautification as well as general government support services.

The Village's enterprise operation consists of two water treatment plants. The first plant, located within the Village, is a 6 million gallon treatment facility. The second plant, dedicated to former Public Service Director Robert L. Pratt, is located in unincorporated Palm Beach County and is a 3 million gallon treatment facility with expansion capabilities to 4 million gallons.

The Village's sewer treatment is handled through two connections to the East Central Regional Wastewater Treatment Facilities. The Village has agreements with Palm Beach County for one connection and with the City of Lake Worth for the second. As of September 30, 2019, our utility system had 20,251 water customers and 19,274 sewer customers. Approximately 49% of total connections serve our residents; the other 51% of our connections are in the unincorporated area.

The Village operates under a Council-Manager form of government. Four Council members are elected at large each representing a district in which they must reside. The Mayor is elected at large and may reside in any of the four districts. The Mayor and four council members are elected to serve four year overlapping terms. Day to day operation of the Village is under the direction of the Village Manager who is appointed by the Village Council.

Economic outlook and financial planning

The Village's population has increased 47%, from 15,831 in 2010 to the current estimate of 23,250. Over the same ten-year period the Village's assessed taxable value grew from \$694,482,029 in 2010 to a new high of \$1.2 billion this year an increase of \$526,897,095 or 75.9%. The taxable values increased by \$112 million or 10.1% over fiscal year 2018. We believe the taxable values are back on the rise reflecting the stronger economy, on-going redevelopment and annexation efforts.

Future growth will require the Village to continue to annex surrounding areas that include commercial properties and potential areas of development or re-development. The Village has proposed two community redevelopment districts (CRA) to Palm Beach County for their approval. The CRA's are for the Lake Worth Road area and Congress Ave. The Village expects to spur re-development and new developments in these areas using tax increment financing.

As of September 30, 2019, the General Fund had a total fund balance of \$16,756,633. The components of fund balance, in accordance with GASB 54, are detailed as follows.

Total fund balance	\$ 16,756,633
Nonspendable - Inventory	85,456
Restricted for sales tax infrastructure capital projects	3,488,534
Assigned to:	
Disaster recovery	3,000,000
Future capital projects	1,500,000
Library operations	36,651
Subsequent year's budget	<u>2,338,399</u>
Unassigned fund balance	<u>\$ 6,307,593</u>

Fortunately, the Village has been very conservatively managed, the Village has assigned \$3.0 million for disaster recovery and together with the \$1.5 million assigned for large capital acquisitions or replacements

prudently providing for the on-going operations of the Village and preparing for potential disasters or economic downturn.

The General Fund's unassigned fund balance represents 22% of the General Fund budget for fiscal year 2020. Our goal is to maintain this unassigned fund balance in the 20-25% range. The Village's purpose for building our fund balance to this level is to have adequate resources during the "rainy days." The Village will always seek to balance the budget with current resources, but we have prudently provided funds for the potential economic fluctuations and provide a financial hedge of protection for our community.

The Village's 5-Year Capital Improvement Budget includes updates for the proposed years through FY 2023 and new capital items were added for FY 2024.

The Village evaluates one third of our roads and streets annually using a pavement rating system, based on this evaluation the Village budgets funds to maintain the roads and street network with at least 80% of the system rated at a good or better condition based on the pavement rating system. A schedule showing the annual expenditures for the last ten years to maintain this network is located on page 77 of this report.

The Village Council legally adopts a formal budget for the General Fund. The Village maintains budgetary control at the department level of expenditure. All expenditures in excess of \$5,000 or more require the Village Manager's authorization, and expenditures over \$25,000 require approval by the Village Council and/or competitive bid. Budget transfers within a department are handled administratively. The Village Council must approve budget transfers between departments or budget amendments, which increase or decrease the total fund.

A schedule comparing the original budget, revised budget and actual revenues and expenditures is located on pages 72 – 76 of this report.

Major initiatives

In December, the Police department held its 8th annual "Stuff-A-Cruiser" toy drive. The event was held to collect new, unused and unwrapped toys to benefit local and needy families during the holidays and was held on the Village's ballfields. Several members represented the department including individuals from the Community Policing Unit, the Criminal Investigation Division, the Support Services Division, Reserve Officers, the Police Explorers and PBSC Crime Scene students. Unfortunately, due to inclement weather, only a little over 500 people attended, however, this was our best year ever for donations. More than \$10,000 was raised to conduct the event and to donate to Adopt-A-Family and the Salvation Army. In addition, several hundred toys were donated and given to Adopt-A-Family and the Salvation Army for needy families.

The Police department migrated to new Computer Aided Dispatch (CAD) /Records Management software. The old system was over fifteen years old, but fortunately our vendor was able to transfer all the prior data into the new system at no additional cost.

Parks and Recreation completed Areca Palm Park, through a Community Development Block Grant, which includes as its major component, outdoor accessible fitness equipment to further enhance the Village's commitment to wellness. The department was also fortunate to purchase two new school buses and one 30 passenger bus to transport program participants to offsite activities. All three buses have air conditioning and seat belts. The two new school buses replaced two buses that were over 24 years old. These buses were purchased with the one-cent sales tax funds.

The Library planned and implemented a major renovation project this year. Old carpets were replaced with vinyl plank flooring to match the Meeting Room and walls were painted in fresh new colors. The library added new audio-visual technology, new security features and began the project of automating. New furniture adorns the rearranged public areas to encourage quiet study as well as collaboration and engagement with library materials.

To promote economic development, the Village continued its popular Property Improvement Grant Program. This is a matching grant of up to 50% (up to \$5,000) for improvements to residential and commercial property structures. The improvement project must include construction/renovation of the street facing façade of the building or driveway. Now in its fifth year, the Village granted 27 awards totaling \$304,219 in improvements and \$117,113 was distributed as the Village match.

The Village Council re-initiated efforts in 2019 to create a Community Redevelopment Agency (CRA). To administer the activities and programs that can be offered within community redevelopment areas pursuant to Chapter 163, Part III, Florida Statutes, the Village adopted Finding of Necessity reports for two proposed CRA districts on March 28, 2019. On September 16, 2019, the Palm Beach County Board of County Commissioners delegated redevelopment powers conferred by these statutes to the Palm Springs Village Council, with conditions that are outlined in an interlocal agreement. On November 14, 2019, the Village Council created a CRA with two districts (Congress Avenue and Lake Worth Road) via Ordinance 2019-19. The CRA, as a dependent special district, will be included in the Village's budget as a major fund. The first of tax increment revenues will not be received by the CRA until January 2021. The Village Council approved the CRA's request to fund initial expenses, such as the annual special district fee.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2018.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report, the contents of which conform to program standards. Such reports must satisfy both U.S. generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for one year only. The Village of Palm Springs has received a Certificate of Achievement for the last thirty-one consecutive years (fiscal years ended 1988-2018). We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

Acknowledgements

In the last 32 years I have watched the Village grow and been blessed to work with some devoted individuals that have served this community bringing exceptional skill, professionalism and dedication, and always giving their best to our residents and businesses. This report shows the financial results of that dedication having a solid foundation to continue to build this evolving community, and ensure a safe place to work, play and call home.

I am most privileged to work with four talented women that begin each day with a commitment to provide the highest quality of financial services to the Village. Assistant Director, Mariana Ortega-Sanchez, Accountant, Sylvia Ward, and Accounting Technicians, Nataly Cintron and Pisurki Rodriguez are the pillars of this solid foundation leading with personal and professional integrity and exceptional character. Thank you again for setting the bar high.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rebecca L. Morse". The signature is written in dark ink and is positioned above the printed name and title.

Rebecca L. Morse, CGFO, CPFO
Chief Financial Officer

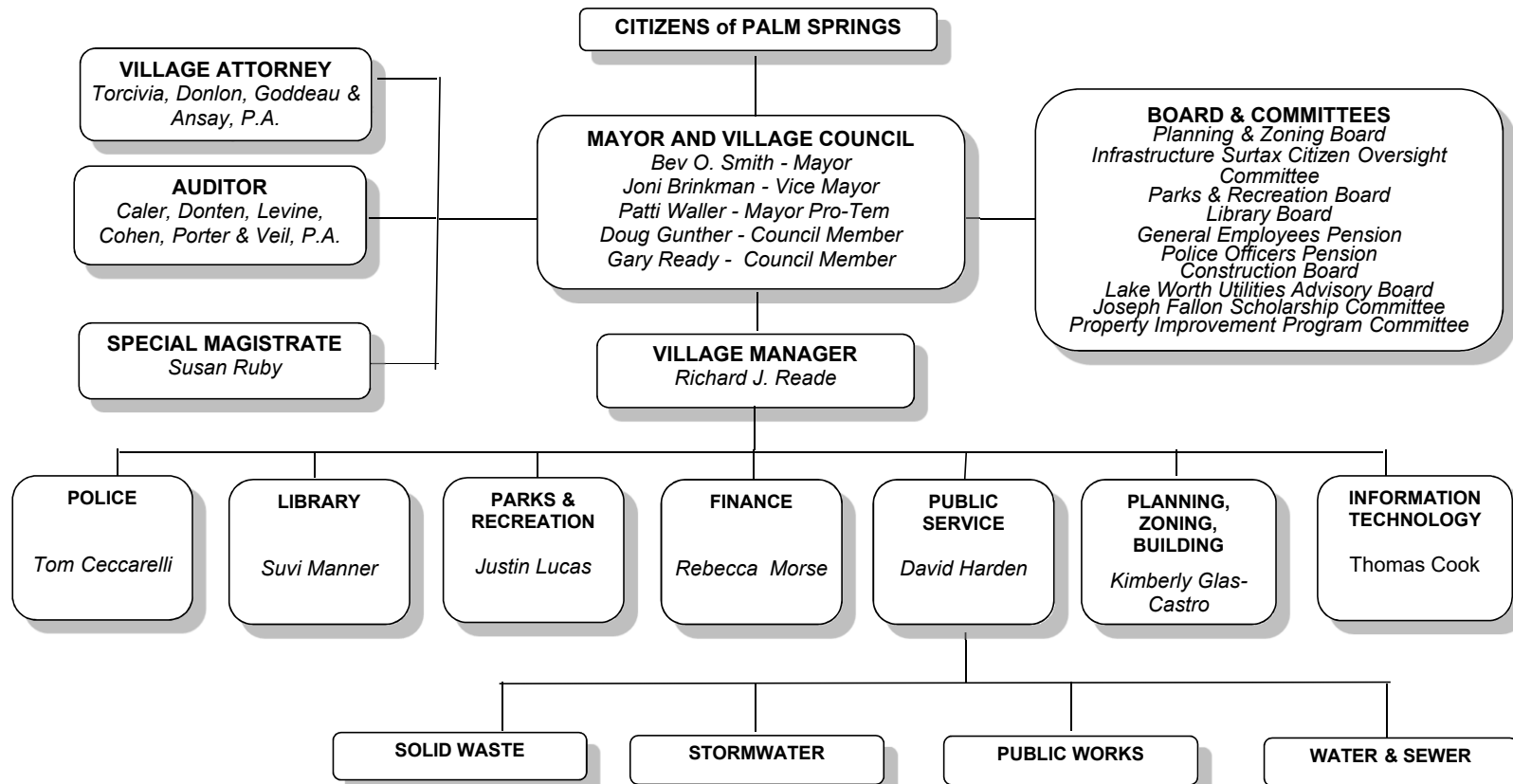
VILLAGE OF PALM SPRINGS, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2019

Title	Name
Mayor	Bev O. Smith
Vice Mayor	Joni Brinkman
Mayor Pro-Tem	Patti Waller
Council Member	Doug Gunther
Council Member	Gary Ready
Village Manager	Richard J. Reade
Chief Financial Officer	Rebecca L. Morse
Public Services Director	David Harden
Public Safety Director	Tom Ceccarelli
Village Clerk	Kimberly Wynn
Library Director	Suvi Manner
Parks & Recreation Director	Justin Lucas
Planning, Zoning and Building Director	Kim Glas-Castro
Information Technology Director	Thomas Cook
Village Attorney	Glen J. Torcivia

**VILLAGE OF PALM SPRINGS, FLORIDA
ORGANIZATIONAL CHART**





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Village of Palm Springs
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA
MARTIN R. WOODS, CPA

CERTIFIED PUBLIC ACCOUNTANTS

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401
TELEPHONE: (561) 832-9292

759 SW FEDERAL HIGHWAY, SUITE 301
STUART, FL 34994
TELEPHONE: (772) 872-2123

info@cdlcpa.com

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CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

The Honorable Mayor and
Village Council
Village of Palm Springs, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the Village of Palm Springs, Florida, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Palm Springs, Florida, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis on pages 4 through 15, the budgetary comparison information on pages 72 to 76, the condition rating of the Village's street system on page 77, the pension information on pages 78 through 90, and the other postemployment benefits information on page 91, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. generally accepted auditing standards, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The introductory section, the combining fund financial statements and debt schedules, and the statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining fund financial statements and debt schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the combining fund financial statements and debt schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2020, on our consideration of the internal control over financial reporting of the Village of Palm Springs, Florida, and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an

integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

*Cale, Danten, Levine,
Cohen, Porter & Veil, P.A.*

West Palm Beach, Florida
March 17, 2020

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Village of Palm Springs, we are presenting this discussion and analysis (MD&A) to provide a narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2019. Please read it in conjunction with the accompanying transmittal letter beginning on page i and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The Village's total net position at September 30, 2019 is \$86.7 million. Of this amount, \$34.0 million (unrestricted net position) may be used to meet the Village's ongoing obligations to residents and creditors.
- Governmental net position is \$20.4 million, a net increase of \$4.2 million from 2019 operations.
- Business-type net position was \$66.3 million, a net increase of \$4.6 million from 2019 operations.
- The total revenues from all sources were \$42.3 million, an increase of \$3.2 million.
- The total cost of all Village programs was \$33.6 million, an increase of \$3.1 million.
- For 2019, the Village's governmental funds revenues and other financing sources exceeded expenditures by \$2,529,857.
- Revenues in the General Fund exceeded expenditures by \$2,503,290, including other financing sources.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$6,307,593, or 32.5% of total General Fund expenditures.
- The Village's total noncurrent liabilities increased by \$1.2 million during the current fiscal year. The Village governmental activities long-term liabilities increased by \$1.2 million and the business activities long-term liabilities increased by \$38,000. The increases are primarily attributable to pension liabilities.
- The total OPEB liability increased \$25,713 to \$474,518 at September 30, 2019.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements including four components which are:

1. Government-wide financial statements which include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Village as a whole.
2. Fund financial statements tell how services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds.
3. Notes to the financial statements.
4. Other information.

Government-wide Financial Statements

A frequently asked question regarding the Village's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Village as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account, regardless of when cash is received or paid.

These two statements report the Village's net position and changes therein. Net Position is the result of assets plus deferred outflows of resources minus liabilities and deferred inflows of resources. Net Position is one way

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

to measure the Village's financial health, or financial position. Over time, increases or decreases in net position are an indicator of whether the financial health is improving or deteriorating. The Statement of Net Position and the Statement of Activities present information about the following:

- **Governmental activities** - All of the Village's basic services are considered to be governmental activities, including the Village Council, Village Manager, Village Clerk, Finance, Planning, Zoning and Building, Police, Sanitation and Recycling, Public Works (road and street maintenance), Library and Parks and Recreation Services. The Village's capital assets and general obligation debt are also included in the governmental activities.
- **Business type activities/Enterprise Fund activities** - The Village charges a fee to customers to cover all of the cost of the services provided. The Village's Water and Sewer Utility and Stormwater Utility are reported in this category.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Village as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants and other money. The Village's three kinds of funds, *governmental, enterprise and fiduciary* use different accounting approaches as explained below.

- **Governmental funds** - Most of the Village's basic services are reported in the governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the Village's general governmental operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Village's programs. The Village of Palm Springs has three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund. Data for the other two governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements on pages 92-93 of this report. The basic governmental fund financial statements can be found on pages 19-22 of this report.
- **Proprietary funds** - The Village has two enterprise funds: the Water and Sewer Utility Fund and the Stormwater Utility Fund, which was established in the prior year. The Water and Sewer Utility Fund and the Stormwater Utility Fund account for the operations of the water and wastewater utility and stormwater utility, respectively, and charge customers for the services it provides. Enterprise funds are reported on the full accrual basis of accounting in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic enterprise fund financial statements can be found on pages 23-26 of this report.
- **Fiduciary funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The Village maintains two fiduciary funds; the General Employees Pension Fund and the Police Officers Pension Fund. The accounting used for fiduciary funds is much like that used for enterprise funds. The basic fiduciary fund financial statements can be found on pages 27-28 of this report. Individual fund data for each of the pension funds is provided in the form of combining statements on pages 94-95 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

Notes to the Financial Statements

The notes to the financial statements are provided to communicate additional information that is essential to obtaining a comprehensive understanding of the data contained in the government-wide and fund financial statements. The notes to the financial statements are located on pages 29-71 of this report.

Other Information

In addition to the basic financial statements and notes, this annual report also presents certain required supplementary information which includes a budgetary comparison schedule for the General Fund together with notes pertaining to the budget schedule. The Village also presents information in this section concerning the condition rating of its streets, progress in funding its obligation to provide pension benefits to its employees and its other postemployment benefits. Required supplementary information can be found on pages 72-91.

The combining fund financial statements of the nonmajor governmental funds and the combining fund financial statements of the fiduciary funds are presented on pages 92-95 of this report. Immediately following the combining fund financial statements, the Village includes schedules of long-term debt. These schedules detail the principal and interest payments due by issue and fiscal year through maturity. These schedules are located on pages 96-98 of this report.

The statistical section located on pages 99-129 of this report presents schedules providing details about the financial trends, revenue capacity, debt capacity, demographic, economic and operating information to assist the user in understanding the Village's financial statements and overall financial health.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$86.7 million, approximately \$8.8 million more than fiscal year 2018. The net assets of the Village at September 30, 2019 and 2018 are summarized as follows:

Village of Palm Springs Net Position Summary						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2019	2018	2019	2018	2019	2018
Assets:						
Current and other assets	\$ 17,910,136	\$ 15,368,068	\$ 34,325,726	\$ 31,094,660	\$ 52,235,862	\$ 46,462,728
Capital assets	16,401,001	14,860,431	47,808,434	46,857,943	64,209,435	61,718,374
Total assets	\$ 34,311,137	\$ 30,228,499	\$ 82,134,160	\$ 77,952,603	\$ 116,445,297	\$ 108,181,102
Deferred Outflows of Resources:						
Deferred amount related to pensions	\$ 4,217,657	\$ 3,938,424	\$ 1,460,950	\$ 1,329,035	\$ 5,678,607	\$ 5,267,459
Deferred amount related to OPEB	1,238	1,342	569	616	1,807	1,958
Total deferred outflows of resources	\$ 4,218,895	\$ 3,939,766	\$ 1,461,519	\$ 1,329,651	\$ 5,680,414	\$ 5,269,417
Liabilities:						
Noncurrent liabilities	\$ 15,631,314	\$ 14,477,149	\$ 14,118,263	\$ 14,080,417	\$ 29,749,577	\$ 28,557,566
Other liabilities	862,221	827,920	2,321,733	2,378,010	3,183,954	3,205,930
Total liabilities	\$ 16,493,535	\$ 15,305,069	\$ 16,439,996	\$ 16,458,427	\$ 32,933,531	\$ 31,763,496
Deferred Inflows of Resources:						
Deferred amount on refunding	\$ -	\$ -	\$ 96,576	\$ 103,686	\$ 96,576	\$ 103,686
Deferred amount related to pensions	1,645,145	2,659,044	730,659	963,212	2,375,804	3,622,256
Total deferred inflows of resources	\$ 1,645,145	\$ 2,659,044	\$ 827,235	\$ 1,066,898	\$ 2,472,380	\$ 3,725,942
Net Position:						
Net investment in capital assets	\$ 12,007,314	\$ 10,168,421	\$ 36,936,597	\$ 35,346,033	\$ 48,943,911	\$ 45,514,454
Restricted for law enforcement	54,669	44,309	-	-	54,669	44,309
Restricted for debt service	247,249	231,042	-	-	247,249	231,042
Restricted for sales tax capital projects	3,488,534	2,419,381	-	-	3,488,534	2,419,381
Unrestricted	4,593,586	3,340,999	29,391,851	26,410,896	33,985,437	29,751,895
Total net position	\$ 20,391,352	\$ 16,204,152	\$ 66,328,448	\$ 61,756,929	\$ 86,719,800	\$ 77,961,081

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

The largest portion of the Village's net position (56.4%) reflects its investment in capital assets (land, buildings, machinery and equipment), net of related debt used to acquire these assets. The Village uses these capital assets to provide services to citizens; therefore these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Village's net position (\$3.8 million or 4.4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$34.0 million or 39.2%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the fiscal year, the Village has positive balances in all categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

The changes in net position of the Village for the years ended September 30, 2019 and 2018 are summarized as follows:

Village of Palm Springs Changes in Net Position							
	Governmental Activities		Business-type Activities		Total Primary Government		
	2019	2018	2019	2018	2019	2018	
Revenues:							
Program revenues:							
Charges for services	\$ 4,283,643	\$ 3,641,752	\$ 21,337,337	\$ 20,303,092	\$ 25,620,980	\$ 23,944,844	
Operating grants and contributions	541,996	174,184	-	-	541,996	174,184	
Capital grants and contributions	382,266	44,715	732,102	544,508	1,114,368	589,223	
General revenues:							
Property taxes	4,593,448	4,326,702	-	-	4,593,448	4,326,702	
Utility service taxes	2,782,726	2,746,260	-	-	2,782,726	2,746,260	
Franchise fees	1,547,089	1,523,434	-	-	1,547,089	1,523,434	
Sales and use taxes	4,055,851	3,984,756	-	-	4,055,851	3,984,756	
Business taxes	386,375	395,733	-	-	386,375	395,733	
Intergovernmental, unrestricted	952,709	918,574	-	-	952,709	918,574	
Investment revenues	233,021	107,903	326,288	214,215	559,309	322,118	
Miscellaneous	107,496	135,819	62,790	71,805	170,286	207,624	
Total revenues	\$ 19,866,620	\$ 17,999,832	\$ 22,458,517	\$ 21,133,620	\$ 42,325,137	\$ 39,133,452	
Expenses:							
Program expenses:							
General government	\$ 2,835,997	\$ 2,211,693	\$ -	\$ -	\$ 2,835,997	\$ 2,211,693	
Public safety	9,970,520	8,839,413	-	-	9,970,520	8,839,413	
Physical environment	1,075,033	1,067,111	-	-	1,075,033	1,067,111	
Transportation	2,093,367	1,787,841	-	-	2,093,367	1,787,841	
Culture/Recreation	1,986,225	1,875,636	-	-	1,986,225	1,875,636	
Interest on long-term debt	133,416	133,395	-	-	133,416	133,395	
Water and sewer utility	-	-	15,383,962	14,465,968	15,383,962	14,465,968	
Stormwater utility	-	-	87,898	125,644	87,898	125,644	
Total Expenses	\$ 18,094,558	\$ 15,915,089	\$ 15,471,860	\$ 14,591,612	\$ 33,566,418	\$ 30,506,701	
Change in net position before transfers	\$ 1,772,062	\$ 2,084,743	\$ 6,986,657	\$ 6,542,008	\$ 8,758,719	\$ 8,626,751	
Transfers	2,415,138	2,423,338	(2,415,138)	(2,423,338)	-	-	
Increase in net position	4,187,200	4,508,081	4,571,519	4,118,670	8,758,719	8,626,751	
Net Position - October 1	16,204,152	11,696,071	61,756,929	57,638,259	77,961,081	69,334,330	
Net Position - September 30	\$ 20,391,352	\$ 16,204,152	\$ 66,328,448	\$ 61,756,929	\$ 86,719,800	\$ 77,961,081	

Governmental Activities

Revenues: Governmental activities increased the Village's net position by \$4,187,200. Charges for Services increased by \$641,891 over fiscal year 2018. The largest increases were in the Public Safety activities of which \$504,660 was generated by building permit fees from two new developments and a new gas station as well as

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

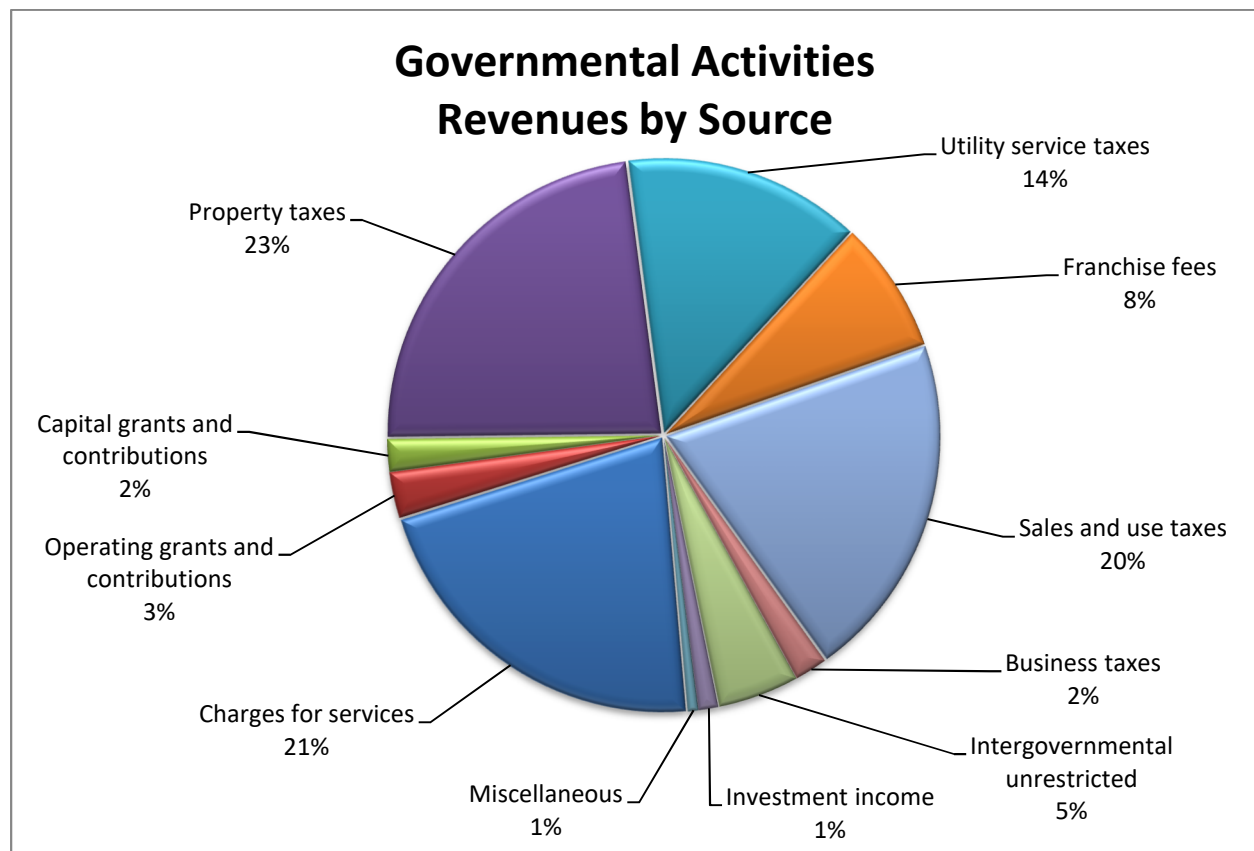
fees for providing police officers to the School District to cover the increased school security requirements. Charges for Services within General Government increased \$94,309 with a new IT service fee charged to the Water and Sewer Enterprise fund. Physical Environment increased \$24,357 due to annexed properties paying for Sanitation services. Culture/Recreation increased \$18,562 due to increased participation in the Village's camp programs compared to fiscal year 2018.

Operating grants and contributions increased \$367,812, compared to fiscal year 2018 primarily due to FEMA and State Aid grant funds received for the Village's damages from Hurricane Irma that hit in August 2017 (fiscal year 2017). The Village is still anticipating additional reimbursements for costs incurred and submitted to FEMA for Hurricane Irma.

Capital grants and contributions totaled \$382,266 in fiscal year 2019, an increase of \$337,551 compared to fiscal year 2018. This year the Village received \$247,522 in Community Development Block Grant (CDBG) funds for a new park development and \$97,305 from Palm Beach County as reimbursement for road improvements. The Village did not receive either of these funds in fiscal year 2018.

Property taxes increased by \$266,746, or 6.2% over fiscal year 2018 due to the Village's taxable value increasing by \$111,822,879 or 10% over fiscal year 2018 and the Village decided to decrease the operating millage rate from \$3.65 mills to \$3.50 mills. Other taxes (utility, franchise, sales and use and business taxes) increased \$121,858 or 1.4% primarily due to the improving economy.

The Village's governmental activities revenues by source are summarized in the chart below showing the relative percentage of each revenue source to total governmental revenues.



Ad valorem property taxes represented 23% of total governmental activity revenues this fiscal year which is 1% less than fiscal year 2018. Likewise, utility service taxes, franchise fees, and sales and use taxes all

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

decreased by 1% to to 2% in fiscal year 2019 while revenues from capital grants and contributions, operating grants and contributions and charges for service increased 1% to 2% over fiscal year 2018.

Expenses: The Village's programs include General Government, Public Safety, Physical Environment (sanitation and recycling), Transportation, and Culture/Recreation. General Government includes the legislative, executive, financial, information technology and other general operations of the Village. Public Safety includes police, and planning, building, zoning, licensing and code enforcement operations. Transportation includes our street maintenance and public works operations. Culture/Recreation includes our library, parks and recreation and special events.

General Government expenses increased \$624,304 with the addition of a new Information Technology department including hiring a new director and consolidating IT related costs in one department, increased professional fees for the study and creation of the community redevelopment area (CRA), contractual services for a paperless agenda solution and advance funding for the Village's Flexible Spending Accounts.

Public Safety expenses increased \$1,131,107. Planning, Zoning and Building experienced increased contractual services fees using a company to serve as the Village's Building Official, the department also used a company to scan volumes of plan documents to make them available in the Village's document imaging system. The Village saw increased participation in the Property Improvement Grant program increasing costs over \$48,600. This program will reimburse residents for 50% of certain property improvements up to \$5,000 for improvements such as new roofs and new windows that are expected to improve the properties external appearance as well as property value. The Police department experienced a large increase in repair and maintenance costs with a new maintenance contract for the new computer aided dispatch system and radio maintenance costs as part of the Palm Beach County radio system agreement.

Transportation expenses increased \$305,526 for fiscal year 2019 compared to fiscal year 2018, which reflects increased expenditures for the maintenance of the Villages Street System, resurfacing and restriping 6 roads and acquiring new signage throughout the Village. The Village has a policy to maintain at least 80% of our street system at a good or better condition as determined by the annual payment ratings. More information on the Village's Street System and condition rating can be found on page 77 of this report.

Culture and recreation experienced an increase in expenses of \$110,589 for fiscal year 2019 compared to fiscal year 2018, due to contractual service fees paid to engage a firm to assist with grant applications, increased communication and electrical costs for the camera systems added to our parks, a new rental fee paid to the School District to rent a gym for our summer basketball program (in prior years they had not charged the Village), the removal and re-sodding of Sabal Palm Park increased field repair costs, increased camp program costs with increased camp days and increased special event costs.

Below is a schedule presenting the net cost of each program (total cost, less revenues generated by the activities). The net cost shows the extent to which the Village's general revenues support each of the Village's programs.

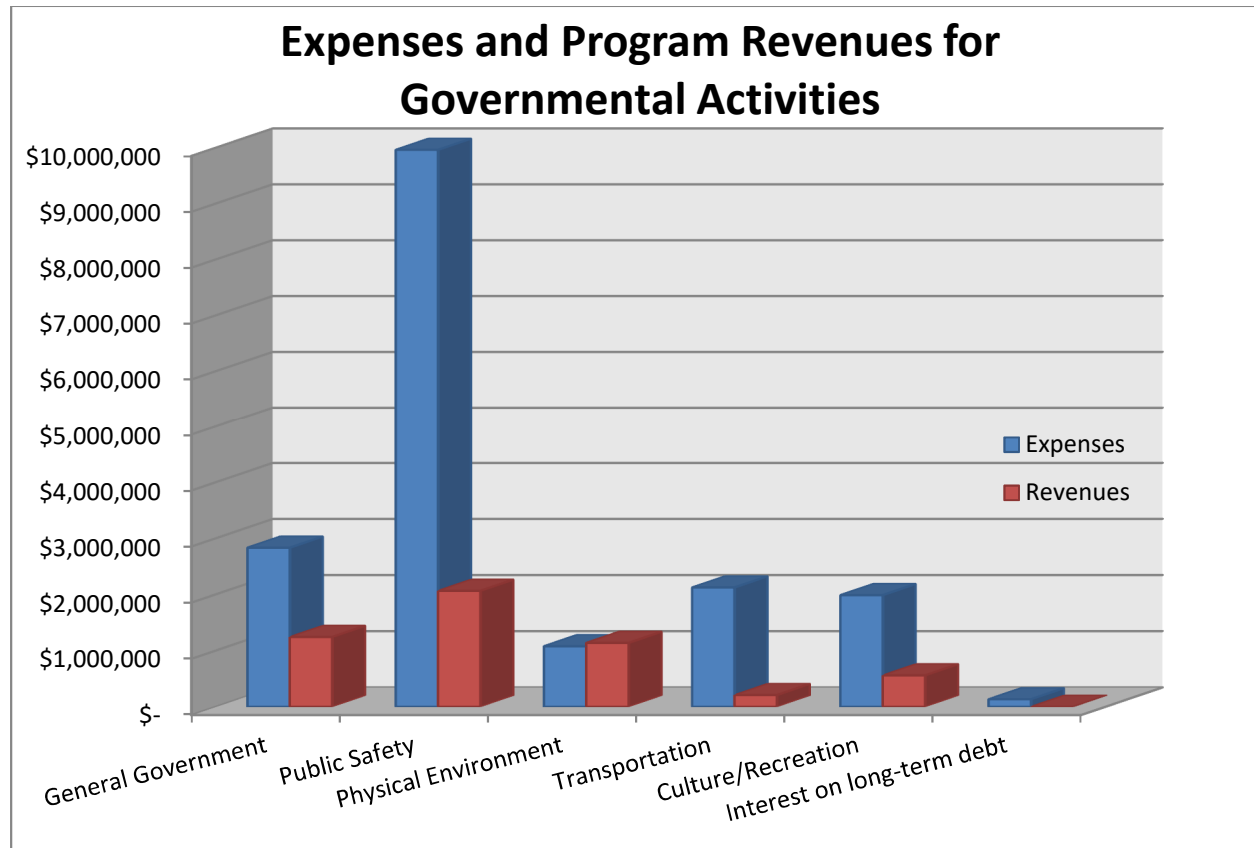
Village of Palm Springs Governmental Activities - Net Cost of Services							
	Total Cost of Services		Program Revenues		Net Cost of Services		
	2019	2018	2019	2018	2019	2018	
General Government	\$ 2,835,997	\$ 2,211,693	\$ (1,241,747)	\$ (789,255)	\$ 1,594,250	\$ 1,422,438	
Public Safety	9,970,520	8,839,413	(2,063,287)	(1,558,823)	7,907,233	7,280,590	
Physical Environment	1,075,033	1,067,111	(1,135,863)	(1,115,222)	(60,830)	(48,111)	
Transportation	2,093,367	1,787,841	(208,473)	(107,930)	1,884,894	1,679,911	
Culture/Recreation	1,986,225	1,875,636	(558,535)	(289,421)	1,427,690	1,586,215	
Interest on long-term debt	133,416	133,395	-	-	133,416	133,395	
Totals	\$ 18,094,558	\$ 15,915,089	\$ (5,207,905)	\$ (3,860,651)	\$ 12,886,653	\$ 12,054,438	

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

The total cost of all governmental activities this year was \$18.1 million, representing an increase of \$2.2 million or 13.8%. The previous schedule shows that \$5.2 million of the cost of services was paid by those who directly benefited from the programs and the remainder of \$12.9 million was financed through general revenues.

Expenses and the related program revenues are compared below:



Business-type Activities

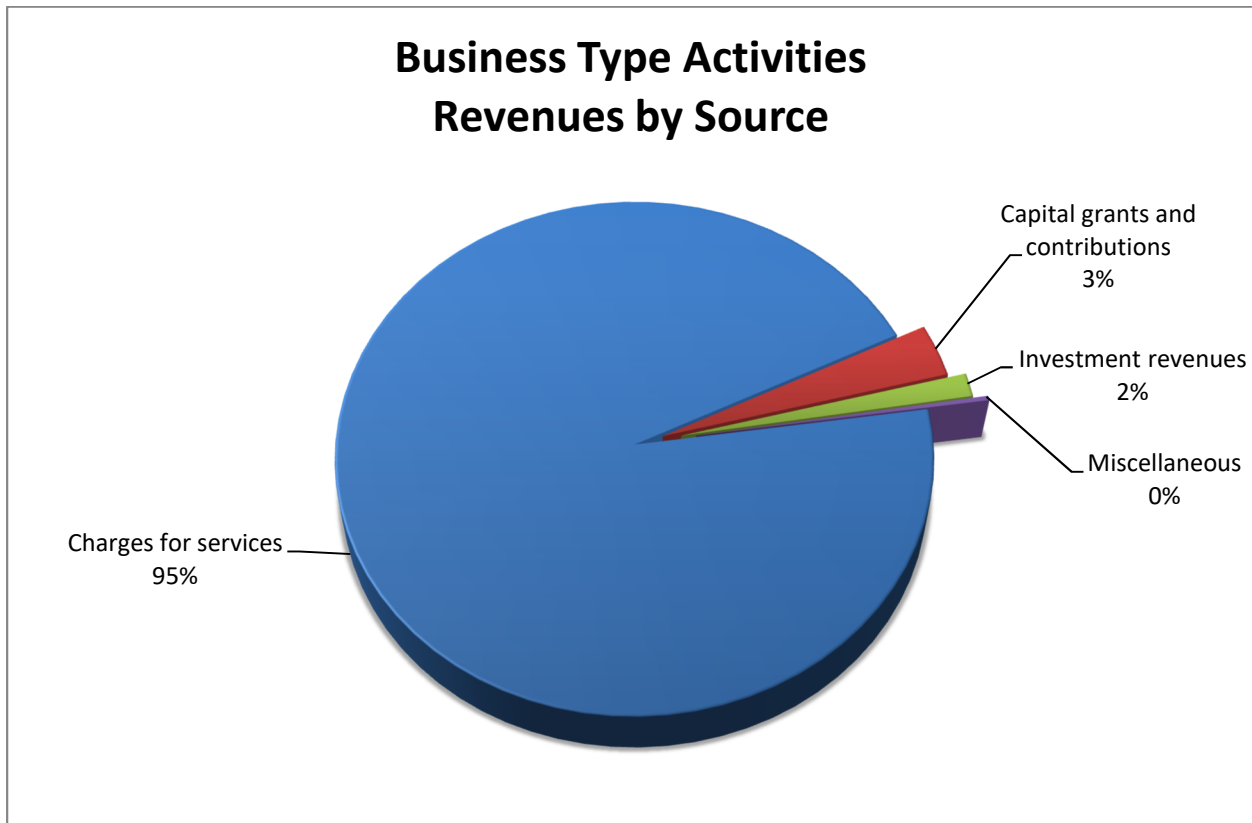
The net position of the proprietary funds (Water and Sewer Utility and Stormwater Utility) at September 30, 2019 was \$66.3 million. The cost of providing proprietary (business-type) activities this year was \$15.5 million, as shown in the Statement of Activities, this is an increase of \$880,248 compared to fiscal year 2018, which reflects an increase of \$28,993 in overtime to cover the weekend installations of new radio read meters to complete the full system upgrade to radio reads, increased utility fees of \$256,791 with additional metering of Village well sites and lift stations, \$254,135 in increased wastewater treatment/disposal fees paid to the City of Lake Worth and Palm Beach County for our two connections to the East Central Regional Sewage Treatment Plant. Repair and Maintenance increased \$185,259 including sewer line and lift station repairs. The Village also refunded \$64,854 to compensate a business for overbilling charges due to a misread meter issue that was discovered and covered numerous prior years.

The Village Stormwater Utility was established in 2017 and ended the current year with a net position of \$808,418 or \$294,355 over fiscal year 2018. This increase reflects the stormwater fees collected via non-ad valorem assessment of \$382,253 and net operating expenses of \$87,898 including \$35,939 in professional fees paid to Keshavarz & Associates for the stormwater master plan study in its third year and \$38,850 in drainage maintenance.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

Net position increased \$4,571,519 for the two enterprise funds combined. The following graph shows the source of revenues for the Water and Sewer Utility and the Stormwater Utility for the current fiscal year. Revenues derived from charges for services increased by \$1,034,245 or 5.1%, which reflects the increase in water and sewer rates implemented in November for services used in October. Capital Grants and Contributions increased \$187,594 reflecting an increase in new service connections.



FINANCIAL ANALYSIS OF THE VILLAGE'S FUNDS

The Village uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The governmental funds report on the same functions as the governmental activities in the government-wide statements but the focus of the governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources available at fiscal year-end. This information is useful in evaluating the Village's financing requirements. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$17,058,551, an increase of \$2,529,857 in comparison with the prior year. Revenues increased \$1,798,352. Tax revenue increased \$249,073 due to the increased taxable value, and additional franchise and utility taxes generated by higher use of services. Building permit revenues increased by \$356,338 as the economy continues to improve and the Village is experiencing several new commercial and residential projects. Intergovernmental revenues increased \$806,960, due to an increase of \$649,987 primarily due to reimbursements from FEMA for Hurricane Irma expenses. Charges for services increased by \$459,681

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

primarily due to the new IT service fees charged to the Water and Sewer enterprise fund to pay for their share of the new consolidated Information Technology (IT) department and increased participation in our camp programs compared to fiscal year 2018.

In fiscal year 2019 expenditures for the governmental funds increased by \$3,161,917 compared to fiscal year 2018. General Government expenditures increased \$495,140 or 26.4%, this is primarily due to the addition of the new IT department consolidating expenses previously charged across departments and funds and increased professional fees related to the creation of the Community Redevelopment Agency (CRA). Public Safety experienced an increase of \$789,884 or 8.8% which reflects the cost of increased contractual services for a building official, increased maintenance costs for police radios and the new computer-aided dispatch system (CAD). Physical Environment costs increased a minimal amount of \$7,922. Expenditures for Transportation increased \$295,581 compared to fiscal year 2018 reflecting the increased funds expended in the current fiscal year to resurface 6 roads and upgrade the entire Village's street signage. Culture/Recreation experienced an increase in expenditures of \$502,180 reflecting increased contractual services engaged to assist in relocating the library temporarily during renovations, assistance to file for parks and recreation grants, increased utility costs for cameras installed around the Village parks together with increased costs for our camp program with increased participation and additional camp days.

The governmental funds had a total fund balance of \$17,058,551 comprised of non-spendable fund balance of \$85,456 for inventory; restricted fund balance of \$3,790,452 (\$54,669 for law enforcement, \$247,249 for debt service, and \$3,488,534 for infrastructure capital projects financed by the one-cent sales tax); assigned fund balances of \$3,000,000 for disaster recovery; \$1,500,000 assigned for future capital projects; \$36,651 assigned for Library operations; and, \$2,338,399 for the 2019/2020 budget. The balance of \$6,307,593 is unassigned.

The primary operating fund for the Village is the General Fund. At the end of the current fiscal year, in accordance with GASB statement 54 the unassigned fund balance of the General Fund was \$6,307,593, while the total fund balance was \$16,756,633. The unassigned fund balance in the General Fund represents 22.3% of the fiscal year 2020 budgeted expenditures. The unassigned fund balance at fiscal year-end 2018 represented 24.0% of the 2019 final budget. The Village's target balance range for unassigned fund balance is 20-25%.

Proprietary Funds

The Village has two proprietary funds, which are both enterprise funds. Enterprise funds present the same functions presented as business-type activities in the government-wide financial statements, but in more detail. The Village of Palm Springs uses an enterprise fund to account for its Water and Sewer Utility operations and its Stormwater Utility operations.

Unrestricted net position for the Water and Sewer Enterprise Fund was \$29.0 million at fiscal year-end, an increase of \$3,033,802 compared to the prior fiscal year. Charges for services revenues increased \$1,034,791 reflecting the rate increase that went into effect for the services consumed in October, billed in November.

Revenues from capital contributions increased \$187,594 from new connections from the construction of new residential and commercial developments. Operating expenses increased \$939,946 which reflects increased overtime for staff working to upgrade meters to the new radio read system, professional fees for engineering services for the water and wastewater master plans and rate study, as well as increased maintenance costs due to increased sewer line and lift station repairs. Also, utility costs paid to Palm Beach County and Lake Worth increased for the treatment and disposal of wastewater. Total net position for the Water and Sewer Enterprise Fund was \$65.5 million at fiscal year-end, an increase of \$4,277,164 from the prior fiscal year. The increase in net position from operations was \$5,883,006 (operating income).

The Stormwater Utility is now in its third year of operations and had operating revenues of \$382,253 and operating expenses of \$87,898 for 2019. The Stormwater Utility net position increased by \$294,355 and ended the fiscal year at \$808,418.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

GENERAL FUND BUDGETARY HIGHLIGHTS

There were no differences between the total original budget and the final amended budget of \$23,950,547 for the current fiscal year, however there were changes in various departmental revenues and expenditures as follows:

- General Fund revenues exceeded budget by \$511,783. Revenues from taxes exceeded the budget by \$94,495 with increased property tax revenues from rising property values, new development, and annexations. Franchise and utility taxes also increased from new development and annexations. Permits generated \$301,649 more than anticipated as more projects came in during the fiscal year. Intergovernmental revenues exceeded expected revenues by \$12,977, while fines and forfeitures were less than budgeted revenues by \$146,163 due to a reduction in fines related to local ordinance violations. Charges for services were less than budget by \$52,004 primarily due to lower than anticipated participation in recreation activities. Miscellaneous income exceeded the budget by \$276,600 due to higher than expected interest income (\$106,951) from higher market interest rates and other miscellaneous revenues (\$167,146) attributable to increased impact fees from new development, sales of capital assets utilizing a new auction company and insurance reimbursements.
- General Fund expenditures were \$4,562,765 less than the budget for fiscal year 2019, General government departments in total expended \$456,925 less than budgeted due to staffing vacancies, and unexpended capital outlay. Public Safety (Police department and the Planning, Zoning and Building Department) expended \$1,933,494 less than expected due to staffing vacancies and unexpended capital outlay. Expenditures in Transportation were \$821,849 less than anticipated with savings in operating costs and unexpended capital outlay. Culture and Recreation expenditures were \$1,348,799 less than budgeted primarily due to capital projects that were not completed.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Village of Palm Springs' investment in capital assets for its governmental and business type activities as of September 30, 2019, amounts to \$64,209,435 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, machinery and equipment, library books, software, roads, sidewalks, bridges, drainage and intangible assets. The governmental activities investment in capital assets increased by \$1,540,570, or 9.2% compared to fiscal year 2018. The net change includes an increase in assets of \$2,221,340 less an increase of \$680,770 in accumulated depreciation.

Improvements other than buildings increased \$413,237 for two fishing piers at our parks, the new Areca Palm Park featuring outdoor ADA compliant exercise equipment, and new sidewalks on Reo Lane and Lakewood Road.

Machinery and equipment increased \$874,998, including \$360,943 in police vehicles, \$312,175 for two new school buses and one activity bus for parks and recreation, \$137,775 for a new clam truck and the remaining purchases represent replacement items including desktops, laptops, and security cameras.

Infrastructure increased \$334,130 including park improvements, sidewalk improvements, new roadway improvements and a pedestrian bridge that were all completed in 2019.

Construction in progress increased \$334,516, including roadway, park and library improvements that were all in progress at fiscal year-end. A total of 10 projects were in progress at fiscal year-end.

The Village uses the modified approach for infrastructure reporting of its street system. The Village's policy is to maintain at least 80% of its street system in *good* or *better* condition using the Asphalt Pavement Rating categories of the Asphalt Institute. The rating completed through the most recent year continues to meet or

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

exceed Village policy. For 2019 the estimated maintenance costs were \$474,600 and the actual were \$308,997. More information on the Village's Street System and condition rating can be found on page 77 of this report.

Business-type activities net investment in capital assets increased by \$950,491 or 2.0% from fiscal year 2018. This amount is net of an increase of \$2,827,212 in accumulated depreciation. The increase includes \$1.2 million in radio read meters installed to upgrade our meter reading system from touch read meters to radio read meters, \$675,835 in monitoring equipment for wells and lift stations, \$310,412 in water treatment equipment, \$244,273 in vehicle replacements, \$51,637 in technology improvements, \$24,850 for two portable outdoor messaging boards and \$223,514 for Cypress Lane Stormwater improvements. Construction in progress increased \$250,004 or 19.1% with 21 projects in progress at fiscal year-end.

Additional detailed information on capital assets is presented in Note 4 to the financial statements. Capital assets at September 30, 2019 and 2018 are summarized as follows:

Village of Palm Springs Capital Assets Net of Depreciation						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2019	2018	2019	2018	2019	2018
Land	\$ 729,641	\$ 729,641	\$ 379,987	\$ 379,987	\$ 1,109,628	\$ 1,109,628
Buildings	9,287,055	9,251,075	3,512,106	3,464,406	12,799,161	12,715,481
Improvements other than buildings	3,508,865	3,095,628	89,439,750	86,675,150	92,948,615	89,770,778
Machinery, equipment & software	6,629,959	5,754,961	6,084,760	5,548,977	12,714,719	11,303,938
Library materials & software	646,154	417,675	-	-	646,154	417,675
Infrastructure	4,656,627	4,322,497	-	-	4,656,627	4,322,497
Intangible assets	-	-	7,174,063	7,174,063	7,174,063	7,174,063
Construction in progress	856,122	521,606	1,562,072	1,312,068	2,418,194	1,833,674
Total assets	26,314,423	24,093,083	108,152,738	104,554,651	134,467,161	128,647,734
Less accumulated depreciation	(9,913,422)	(9,232,652)	(60,344,304)	(57,696,708)	(70,257,726)	(66,929,360)
Total	\$ 16,401,001	\$ 14,860,431	\$ 47,808,434	\$ 46,857,943	\$ 64,209,435	\$ 61,718,374

Debt: At fiscal year end, the Village had total long-term debt outstanding of \$16,117,742 (excluding other postemployment benefits of \$474,518 and net pension liability of \$13,157,317), a decrease of \$940,875, or 5.5% as compared to fiscal year 2018. Detailed information on the Village's long-term liabilities is presented in Notes 5, 9 and 10 to the financial statements. Long-term liabilities at September 30, 2019 and 2018 are summarized as follows:

Village of Palm Springs Long-Term Liabilities						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2019	2018	2019	2018	2019	2018
General Obligation Note	\$ 4,393,687	\$ 4,692,010	\$ -	\$ -	\$ 4,393,687	\$ 4,692,010
Promissory Note Payable	-	-	10,775,261	11,408,224	10,775,261	11,408,224
Compensated Absences	738,722	711,435	210,072	246,948	948,794	958,383
Other postemployment benefits	325,253	307,611	149,265	141,194	474,518	448,805
Net pension liability	10,173,652	8,766,093	2,983,665	2,284,051	13,157,317	11,050,144
Total	\$ 15,631,314	\$ 14,477,149	\$ 14,118,263	\$ 14,080,417	\$ 29,749,577	\$ 28,557,566

The water and sewer 2003 revenue bonds were refinanced in April 2013 with a 20-year bank loan that also provided additional funds of \$5 million for expansion of our wastewater lines. The interest rates on the 2003 revenue bonds ranged from 4.5% to 5.25% compared to the 2013 bank loan interest rate of 2.905%. Additional information on the Village's noncurrent liabilities can be found in Note 5, beginning on page 48 of this report.

In accordance with GASB Statement No. 68 the Village reported a net pension liability of \$13,157,317, of which \$10,173,652 is related to governmental activities and \$2,983,665 is for business-type activities. For additional information on the Village's pension plans see Note 9, beginning on page 52 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

The liability for other postemployment benefits (OPEB) increased \$25,713 in 2019 to a total of \$474,518, and represents the implicit rate subsidy in retiree health insurance rates. The increase reflects the latest actuarial valuation dated October 1, 2017 performed in accordance with GASB Statement No. 75. Additional information on other postemployment benefits can be found in Note 10, beginning on page 67 of this report.

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

The Village's assessed taxable value increased for the sixth consecutive year since the fiscal year 2008 recession. In fiscal year 2010 the total taxable value was \$694,482,029 and declined each year thereafter reaching a low of \$579,568,060 in fiscal year 2013. This fiscal year our taxable value increased \$111,822,879 or 10.1% over fiscal year 2018 for a total assessed value of \$1,221,379,124 and now surpassing our record high value obtained in 2008 prior to the recession. We expect this trend to continue, but at a slower rate.

The Village Council lowered the 2019 operating millage rate from 3.65 mills to 3.50 mills (4.1%) and lowered the debt service millage rate by 7.0%. Property tax collections increased \$266,746 or 6.2% over fiscal year 2018, while the taxable value increased 10.1%.

Although property taxes increased for 2019, property taxes decreased from 24% to 23% as a percentage of total revenue due to growth of 10.3% in total revenue. Similarly, revenue from utility service taxes, franchise fees, and sales and use taxes all increased in amount for 2019, but decreased to 1% to 2% as a percentage of total revenue and revenue from capital grants and contributions, operating grants and contributions and charges for service increased 1% to 2% as a percentage of total revenue over fiscal year 2018. Overall, the revenue growth for the Village reflects a steady increase sufficient to keep pace with Village expenditure growth.

Effective October 1, 2009 (fiscal year 2010) the Village transferred fire rescue services to Palm Beach County Fire Rescue. Palm Beach County Fire Rescue MSTU (municipal services taxing unit) now taxes Village property owners \$3.4581 mills per \$1,000 of taxable value. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, limiting our millage rate to \$6.5419.

The General Fund's unassigned fund balance of \$6,307,593 at September 30, 2019 represents 22.3% of the 2020 adopted budget of \$28,347,038, which is within our target range of 20-25%. The Village Council has prudently assigned \$3.0 million dollars of the General Fund's fund balance for disaster recovery and \$1.5 million for future capital needs.

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. If you have questions about this report or need additional information please contact:

**Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461
561-965-4013
www.vpsfl.org**

BASIC FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Net Position

September 30, 2019

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 16,656,787	\$ 30,015,772	\$ 46,672,559
Receivables:			
Accounts, net of allowance	73,000	3,413,954	3,486,954
Utility taxes	218,309	-	218,309
Franchise fees	327,932	-	327,932
Intergovernmental	357,926	-	357,926
Grants	190,726	-	190,726
Inventory	85,456	896,000	981,456
Capital assets:			
Capital assets, not being depreciated	6,242,390	1,942,059	8,184,449
Capital assets being depreciated	20,072,033	106,210,679	126,282,712
Accumulated depreciation	(9,913,422)	(60,344,304)	(70,257,726)
Total assets	\$ 34,311,137	\$ 82,134,160	\$ 116,445,297
Deferred outflows of resources			
Deferred amount related to pensions	\$ 4,217,657	\$ 1,460,950	\$ 5,678,607
Deferred amount related to OPEB	1,238	569	1,807
Total deferred outflows of resources	\$ 4,218,895	\$ 1,461,519	\$ 5,680,414
Liabilities			
Accounts payable and accrued liabilities	\$ 415,925	\$ 595,322	\$ 1,011,247
Contract retainage payable	21,055	35,607	56,662
Accrued interest payable	10,636	130,415	141,051
Deposits	116,467	1,560,389	1,676,856
Unearned revenue	298,138	-	298,138
Noncurrent liabilities			
Due within one year			
Notes payable	305,496	633,811	939,307
Compensated absences	77,866	13,616	91,482
Due in more than one year			
Notes payable	4,088,191	10,141,450	14,229,641
Compensated absences	660,856	196,456	857,312
Other postemployment benefits payable	325,253	149,265	474,518
Net pension liability	10,173,652	2,983,665	13,157,317
Total liabilities	\$ 16,493,535	\$ 16,439,996	\$ 32,933,531
Deferred inflows of resources			
Deferred amount related to debt refunding	\$ -	\$ 96,576	\$ 96,576
Deferred amount related to pensions	1,645,145	730,659	2,375,804
Total deferred inflows of resources	\$ 1,645,145	\$ 827,235	\$ 2,472,380
Net position			
Net investment in capital assets	\$ 12,007,314	\$ 36,936,597	\$ 48,943,911
Restricted for law enforcement	54,669	-	54,669
Restricted for debt service	247,249	-	247,249
Restricted for sales tax capital projects	3,488,534	-	3,488,534
Unrestricted	4,593,586	29,391,851	33,985,437
Total net position	\$ 20,391,352	\$ 66,328,448	\$ 86,719,800

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Activities

Year Ended September 30, 2019

Functions/Programs	Expenses	Program Revenues		
		Charges For Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 2,835,997	\$ 866,346	\$ 368,408	\$ 6,993
Public safety	9,970,520	1,997,624	35,217	30,446
Physical environment	1,075,033	1,133,848	2,015	-
Transportation	2,093,367	-	111,168	97,305
Culture/recreation	1,986,225	285,825	25,188	247,522
Interest on long-term debt	133,416	-	-	-
Total governmental activities	18,094,558	4,283,643	541,996	382,266
Business-type activities:				
Water and sewer utility	15,383,962	20,955,084	-	732,102
Stormwater utility	87,898	382,253	-	-
Total business-type activities	15,471,860	21,337,337	-	732,102
Total	\$ 33,566,418	\$ 25,620,980	\$ 541,996	\$ 1,114,368

General revenues:

Taxes:

Property taxes

Utility service taxes

Franchise fees

Sales and use taxes

Business taxes

Intergovernmental, unrestricted

Investment revenues

Miscellaneous

Transfers

Total general revenues and transfers

Change in net position

Net position, beginning of year

Net position, end of year

Governmental Activities	Business-Type Activities	Total
\$ (1,594,250)	\$ -	\$ (1,594,250)
(7,907,233)	-	(7,907,233)
60,830	-	60,830
(1,884,894)	-	(1,884,894)
(1,427,690)	-	(1,427,690)
(133,416)	-	(133,416)
(12,886,653)	-	(12,886,653)
-	6,303,224	6,303,224
-	294,355	294,355
-	6,597,579	6,597,579
(12,886,653)	6,597,579	(6,289,074)
4,593,448	-	4,593,448
2,782,726	-	2,782,726
1,547,089	-	1,547,089
4,055,851	-	4,055,851
386,375	-	386,375
952,709	-	952,709
233,021	326,288	559,309
107,496	62,790	170,286
2,415,138	(2,415,138)	-
17,073,853	(2,026,060)	15,047,793
4,187,200	4,571,519	8,758,719
16,204,152	61,756,929	77,961,081
\$ 20,391,352	\$ 66,328,448	\$ 86,719,800

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Balance Sheet

Governmental Funds

September 30, 2019

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets			
Cash and cash equivalents	\$ 16,354,869	\$ 301,918	\$ 16,656,787
Receivables:			
Accounts, net of allowance for uncollectibles	73,000	-	73,000
Utility taxes	218,309	-	218,309
Franchise fees	327,932	-	327,932
Intergovernmental	357,926	-	357,926
Grants	190,726	-	190,726
Inventory	85,456	-	85,456
Total assets	\$ 17,608,218	\$ 301,918	\$ 17,910,136
Liabilities			
Accounts payable and accrued liabilities	\$ 415,925	\$ -	\$ 415,925
Contract retainage payable	21,055	-	21,055
Deposits	116,467	-	116,467
Total liabilities	\$ 553,447	\$ -	\$ 553,447
Deferred inflows of resources			
Unavailable revenues	\$ 298,138	\$ -	\$ 298,138
Fund balances			
Nonspendable:			
Inventory	\$ 85,456	\$ -	\$ 85,456
Restricted for:			
Law enforcement	-	54,669	54,669
Debt service	-	247,249	247,249
Sales tax capital projects	3,488,534	-	3,488,534
Assigned to:			
Disaster recovery	3,000,000	-	3,000,000
Capital projects	1,500,000	-	1,500,000
Library	36,651	-	36,651
Subsequent year's budget	2,338,399	-	2,338,399
Unassigned:			
General fund	6,307,593	-	6,307,593
Total fund balances	\$ 16,756,633	\$ 301,918	\$ 17,058,551
Total liabilities, deferred inflows of resources and fund balances	\$ 17,608,218	\$ 301,918	\$ 17,910,136

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA*Reconciliation of the Governmental Funds Balance Sheet**to the Statement of Net Position**September 30, 2019*

Total governmental fund balances (page 19) \$ 17,058,551

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:

Cost of assets	\$ 26,314,423	
Accumulated depreciation	<u>(9,913,422)</u>	
		16,401,001

Deferred outflows/inflows of resources related to defined benefit pension and OPEB plans are reported in the statement of net position but are not reported in the governmental funds.

Deferred outflows of resources related to pensions	\$ 4,217,657	
Deferred inflows of resources related to pensions	(1,645,145)	
Deferred outflows of resources related to OPEB	<u>1,238</u>	
		2,573,750

Long-term liabilities, including notes payable, are not due and payable in the current period and therefore are not reported in the funds. Long-term liabilities at year-end consist of:

Note payable	\$ (4,393,687)	
Accrued interest payable on long-term debt	(10,636)	
Compensated absences payable	(738,722)	
Other postemployment benefits payable	(325,253)	
Net pension liability	<u>(10,173,652)</u>	
		(15,641,950)

Total net position (page 16)	\$ 20,391,352
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VILLAGE OF PALM SPRINGS, FLORIDA*Statement of Revenues, Expenditures and Changes in Fund Balances**Governmental Funds**Year Ended September 30, 2019*

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues			
Taxes	\$ 8,883,782	\$ 448,668	\$ 9,332,450
Permits	1,265,557	-	1,265,557
Intergovernmental	5,983,674	-	5,983,674
Confiscated property	-	10,357	10,357
Charges for services	2,400,465	-	2,400,465
Fines and forfeitures	220,837	-	220,837
Contributions and donations	36,729	-	36,729
Investment income	233,021	-	233,021
Facility rental	274,923	-	274,923
Miscellaneous	131,416	3	131,419
Total revenues	19,430,404	459,028	19,889,432
Expenditures			
Current:			
General government	2,370,836	-	2,370,836
Public safety	9,725,185	-	9,725,185
Physical environment	1,075,033	-	1,075,033
Transportation	1,903,355	-	1,903,355
Culture/recreation	1,683,120	-	1,683,120
Capital outlay	2,630,253	-	2,630,253
Debt service:			
Principal	-	298,323	298,323
Interest and other fiscal charges	-	134,138	134,138
Total expenditures	19,387,782	432,461	19,820,243
Excess of revenues over expenditures	42,622	26,567	69,189
Other financing sources			
Proceeds from sale of capital assets	45,530	-	45,530
Transfers in	2,415,138	-	2,415,138
Total other financing sources	2,460,668	-	2,460,668
Change in fund balances	2,503,290	26,567	2,529,857
Fund balances, beginning of year	14,253,343	275,351	14,528,694
Fund balances, end of year	\$ 16,756,633	\$ 301,918	\$ 17,058,551

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities Year Ended September 30, 2019

Net change in fund balances - total governmental funds (page 21) \$ 2,529,857

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, in the statement of activities the cost of those assets is depreciated over their estimated useful lives:

Expenditures for capital assets	\$ 2,630,253	
Less current year depreciation expense	<u>(1,061,372)</u>	
		1,568,881

Some revenues reported in the statement of activities are not available to pay current period expenditures and therefore are not reported as revenue in the governmental funds. (22,812)

In the statement of activities, only the gain or loss on the sale of capital assets is reported, whereas in the governmental funds the proceeds from the sale increases financial resources. The change in net position differs from the change in fund balance by the net book value of the assets retired. (28,311)

Some expenses reported in the statement of activities are not reported in the governmental funds because they have no effect on current financial resources:

Compensated absences	\$ (27,287)	
Other postemployment benefits	(17,746)	
Pension expense	<u>(114,427)</u>	
		(159,460)

Net effect of accrued interest on long-term debt (difference between amount accrued in prior year and current year accrual) 722

Repayment of long-term debt is reported as an expenditure in governmental funds, but the repayment reduces long-term liabilities in the statement of net position. In the current year, these amounts consist of:

Principal payments on long-term debt	298,323
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Change in net position of governmental activities (pages 17-18)	\$ 4,187,200
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VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Net Position

Enterprise Funds

September 30, 2019

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Assets			
Current assets:			
Cash and cash equivalents	\$ 29,562,539	\$ 453,233	\$ 30,015,772
Accounts receivable, net	3,411,578	2,376	3,413,954
Inventory	896,000	-	896,000
Total current assets	33,870,117	455,609	34,325,726
Noncurrent assets:			
Capital assets:			
Capital assets not being depreciated	1,781,204	160,855	1,942,059
Capital assets being depreciated	105,986,054	224,625	106,210,679
Accumulated depreciation	(60,344,244)	(60)	(60,344,304)
Total noncurrent assets	47,423,014	385,420	47,808,434
Total assets	\$ 81,293,131	\$ 841,029	\$ 82,134,160
Deferred outflows of resources			
Deferred amount related to pensions	\$ 1,460,950	\$ -	\$ 1,460,950
Deferred amount related to OPEB	569	-	569
Total deferred outflows of resources	\$ 1,461,519	\$ -	\$ 1,461,519
Liabilities			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 562,711	\$ 32,611	\$ 595,322
Contract retainage payable	35,607	-	35,607
Accrued interest on note payable	130,415	-	130,415
Current portion of note payable	633,811	-	633,811
Current portion of compensated absences payable	13,616	-	13,616
Total current liabilities	1,376,160	32,611	1,408,771
Noncurrent liabilities:			
Customer deposits	1,560,389	-	1,560,389
Note payable	10,141,450	-	10,141,450
Compensated absences payable	196,456	-	196,456
Other postemployment benefits payable	149,265	-	149,265
Net pension liability	2,983,665	-	2,983,665
Total noncurrent liabilities	15,031,225	-	15,031,225
Total liabilities	\$ 16,407,385	\$ 32,611	\$ 16,439,996
Deferred inflows of resources			
Deferred amount on refunding	\$ 96,576	\$ -	\$ 96,576
Deferred amount related to pensions	730,659	-	730,659
Total deferred inflows of resources	\$ 827,235	\$ -	\$ 827,235
Net position			
Net investment in capital assets	\$ 36,551,177	\$ 385,420	\$ 36,936,597
Unrestricted	28,968,853	422,998	29,391,851
Total net position	\$ 65,520,030	\$ 808,418	\$ 66,328,448

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Revenues, Expenses and Changes in Net Position

Enterprise Funds

Year Ended September 30, 2019

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Operating revenues			
Water revenues	\$ 8,562,872	\$ -	\$ 8,562,872
Wastewater revenues	11,363,707	-	11,363,707
Stormwater revenues	-	382,253	382,253
Other operating revenues	1,028,505	-	1,028,505
Total operating revenues	20,955,084	382,253	21,337,337
Operating expenses			
Personal services	4,990,912	-	4,990,912
Operating expenses	7,254,014	87,838	7,341,852
Depreciation	2,827,152	60	2,827,212
Total operating expenses	15,072,078	87,898	15,159,976
Operating income	5,883,006	294,355	6,177,361
Nonoperating revenues (expenses)			
Investment income	326,288	-	326,288
Miscellaneous revenues	44,505	-	44,505
Gain on disposal of capital assets	18,285	-	18,285
Interest expense and fiscal charges	(311,884)	-	(311,884)
Total nonoperating revenues (expenses)	77,194	-	77,194
Income before contributions and transfers	5,960,200	294,355	6,254,555
Capital contributions	732,102	-	732,102
Transfers out	(2,415,138)	-	(2,415,138)
Change in net position	4,277,164	294,355	4,571,519
Net position, beginning of year	61,242,866	514,063	61,756,929
Net position, end of year	\$ 65,520,030	\$ 808,418	\$ 66,328,448

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Cash Flows

Enterprise Funds

Year Ended September 30, 2019

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash flows from operating activities			
Cash received from customers	\$ 21,334,588	\$ 382,114	\$ 21,716,702
Cash paid to suppliers for goods and services	(7,761,426)	(83,413)	(7,844,839)
Cash paid to employees for services	(4,684,524)	-	(4,684,524)
Other receipts	44,505	-	44,505
Net cash provided by operating activities	8,933,143	298,701	9,231,844
Cash flows from noncapital financing activity			
Transfers out	(2,415,138)	-	(2,415,138)
Net cash used in noncapital financing activity	(2,415,138)	-	(2,415,138)
Cash flows from capital and related financing activities			
Principal paid on loan	(632,963)	-	(632,963)
Interest paid on long-term debt	(326,447)	-	(326,447)
Acquisition and construction of capital assets	(3,411,268)	(347,262)	(3,758,530)
Proceeds from sale of capital assets	19,804	-	19,804
Capital contributions from customers	732,102	-	732,102
Net cash used in capital and related financing activities	(3,618,772)	(347,262)	(3,966,034)
Cash flows from investing activity			
Investment income	326,288	-	326,288
Net cash provided by investing activity	326,288	-	326,288
Net increase (decrease) in cash and cash equivalents	3,225,521	(48,561)	3,176,960
Cash and cash equivalents, beginning of year	26,337,018	501,794	26,838,812
Cash and cash equivalents, end of year	\$ 29,562,539	\$ 453,233	\$ 30,015,772

Continued

VILLAGE OF PALM SPRINGS, FLORIDA*Statement of Cash Flows (Continued)**Enterprise Funds**Year Ended September 30, 2019*

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Cash flows from operating activities			
Operating income	\$ 5,883,006	\$ 294,355	\$ 6,177,361
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	2,827,152	60	2,827,212
Provision for uncollectible accounts	(2,230)	-	(2,230)
Miscellaneous revenues	44,505	-	44,505
Change in operating assets and liabilities:			
Accounts receivable	324,928	(139)	324,789
Inventory	(376,665)	-	(376,665)
Deferred outflows related to pensions	(131,915)	-	(131,915)
Accounts payable and accrued liabilities	(130,747)	4,425	(126,322)
Compensated absences payable	(36,876)	-	(36,876)
Customer deposits	56,806	-	56,806
Other postemployment benefits payable	8,071	-	8,071
Net pension liability	699,614	-	699,614
Deferred outflows related to OPEB	47	-	47
Deferred inflows related to pensions	(232,553)	-	(232,553)
Total adjustments	3,050,137	4,346	3,054,483
Net cash provided by operating activities	\$ 8,933,143	\$ 298,701	\$ 9,231,844
Supplemental disclosure of noncash capital and related financing activities			
Amortization of deferred amount on refunding	\$ 7,110	\$ -	\$ 7,110

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Fiduciary Net Position

Fiduciary Funds

September 30, 2019

	Employee Pension Funds
Assets	
Cash and cash equivalents	\$ 1,341,673
Receivables:	
Accounts receivable	39
Interest and dividends	77,291
Investments:	
U.S. Treasury securities	3,346,086
U.S. Government agencies	3,271,569
Mortgage and asset-backed securities	241,348
Domestic corporate bonds	4,863,455
International fixed income mutual fund	2,478,531
Domestic equity securities and mutual fund	20,673,580
Foreign equity securities and mutual fund	17,243,556
Real estate investment account	5,546,055
Total investments	57,664,180
Total assets	\$ 59,083,183
Liabilities	
Accounts payable	\$ 28,546
Total liabilities	\$ 28,546
Net position	
Net position restricted for pension benefits	\$ 59,054,637
Total net position	\$ 59,054,637

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

Statement of Changes in Fiduciary Net Position

Fiduciary Funds

Year Ended September 30, 2019

	Employee Pension Funds
Additions	
Contributions:	
Employer	\$ 2,253,216
Plan members	159,936
State of Florida	154,472
Total contributions	2,567,624
Investment income:	
Interest	288,285
Dividends	1,636,348
Net increase in fair value of investments	449,777
Investment expenses	(68,029)
Net investment income	2,306,381
Total additions	4,874,005
Deductions	
Administration	124,509
Benefits	2,127,437
Total deductions	2,251,946
Change in plan net position	2,622,059
Net position restricted for pension benefits, beginning of year	56,432,578
Net position restricted for pension benefits, end of year	\$ 59,054,637

See notes to financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Palm Springs, Florida (the “Village”), was incorporated in 1957 pursuant to Chapter 57-1698, Laws of Florida and is located in central Palm Beach County, Florida. The Village operates under the Council-Manager form of government and provides a wide range of community services including public safety, planning and zoning, water, wastewater and stormwater systems, sanitation, streets and roads, parks, recreation, and library. The Village Council (“The Council”) is responsible for legislative and fiscal control of the Village.

The basic financial statements of the Village have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The significant Village accounting policies are described below.

Financial Reporting Entity

As required by U.S. generally accepted accounting principles, the basic financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the Village’s financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization’s governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization’s governing board.

Based on the application of the criteria set forth by GASB, management has determined that no component units exist which would require inclusion in this report. Further, the Village is not aware of any entity that would consider the Village to be a component unit.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Village. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *Business-type activities*, which rely to a significant extent on user fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, enterprise funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major governmental fund and the major enterprise fund are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Franchise taxes, utility service taxes, business taxes, and interest revenues associated with the current fiscal year are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the Village.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Village's defined benefit pension plans and Florida Retirement System (FRS) and the additions to/deductions from the fiduciary net position, have been determined on the same basis as they are reported by the Village's defined benefit pension plans and FRS. For purposes of measuring the total OPEB liability, deferred inflows/outflows of resources related to OPEB, and OPEB expense, have been determined on the same basis as reported by the Village. For this purpose, pension and OPEB benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

The Village reports one major governmental fund as follows:

General Fund

The General Fund is the primary operating fund of the Village. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The general operating expenditures and capital improvement costs that are not paid through other funds are paid from the General Fund.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The Village reports one major enterprise fund as follows:

Water and Sewer Utility Fund

This fund is used to account for operations that provide a service to citizens, financed primarily by a user charge, and where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability or other purposes. The Water and Sewer Utility Fund is used to account for water and sewer services provided by the Village to residents and other users.

Additionally, the Village reports the following fund types:

Nonmajor Governmental Funds

Special Revenue Fund

Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action. The special revenue fund used by the Village is the *Law Enforcement Fund* which accounts for proceeds from law enforcement forfeitures. Expenditures from this fund are legally restricted for law enforcement.

Debt Service Fund

The Village has one debt service fund used to account for assets held for the repayment of principal and interest on general obligation debt.

Nonmajor Enterprise Fund

The Village has one nonmajor enterprise fund, the *Stormwater Fund* that is used to account for stormwater fees and related expenses for stormwater management.

Fiduciary Funds

Pension trust funds are used to account for assets held in a trustee capacity for retirement pensions. Pension trust funds are fiduciary funds. The Village has two defined benefit pension funds; one for General Employees and one for Police Officers.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Village's utility functions and various other functions of the Village. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the enterprise funds' principal ongoing operations. The principal operating revenues of the Village's Water and Sewer and Stormwater Utility Funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances

a. Pooled Cash, Cash Equivalents and Investments

Pooled cash, cash equivalents and investments consist of cash on hand, restricted and unrestricted interest-bearing cash accounts and investments with Florida Prime, a local government investment pool administered by the Florida State Board of Administration (“SBA”). Cash balances and the requirements of all funds are considered in determining the amount to be invested.

Investments are reported at fair value, which is determined by using various third party pricing sources. The Florida Prime investment pool is operated as a “2a-7 like” pool and the fair value of this investment is considered to be the same as the Village’s account balance (amortized cost) in the pool. The SBA administers the Florida Prime investments pursuant to Chapter 19-7 of the Florida Administrative Code which provides guidance and establishes the general operating procedures for the administration of Florida Prime.

Cash and cash equivalents, for purposes of the statement of cash flows, include pooled cash and investments which are defined as short-term, highly liquid investments with original maturities of three months or less.

b. Inventory

Inventory consists of materials and supplies which are carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or market in the enterprise fund. The Village uses the consumption method, wherein all inventories are maintained by perpetual records, expensed when used, and adjusted by an annual physical count.

c. Unbilled Service Receivables

The Water and Sewer Utility Fund recognizes revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided but not billed at such date. It is the policy of the Village to accrue these amounts at year end.

d. Concentration of Credit Risk

The Village requires customer deposits for water and sewer service and maintains an allowance for doubtful accounts at a level which management believes is sufficient to cover potential credit losses.

e. Capital Assets

Capital assets, which include property, plant, and equipment, intangible assets and infrastructure assets (e.g., roads, bridges, sidewalks, drainage, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial individual cost of \$1,000 or more and an estimated life in excess of one year.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

e. Capital Assets (Continued)

Purchased or constructed assets are recorded at actual cost or estimated historical cost if actual cost is unavailable. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the date of acquisition. General governmental infrastructure assets acquired or constructed since incorporation in 1957 have been capitalized.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are the assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. The street network was valued based on current construction costs discounted by consumer price indices for highway construction.

Capital assets of the enterprise fund are capitalized in the fund and in the government-wide statement of net position. The valuation basis for enterprise fund capital assets is the same as that used for general capital assets. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to adoption of GASB Statement No. 89 in 2018. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

In the government-wide financial statements and in the enterprise fund financial statements, the cost of property sold or retired, together with the related accumulated depreciation, is removed from the appropriate accounts and any resulting gain or loss is included in the change in net position.

Capital assets of the Village are depreciated using the straight-line method over the following estimated useful lives:

Buildings	30-50 years
Improvements	10-50 years
Intangible assets	22-40 years
Software / library materials	3-5 years
Equipment and vehicles	3-20 years

The street network (pavement, drainage, sidewalks, and curbs) is not depreciated. The Village has elected to use the modified approach in accounting for its streets. The modified approach allows governments to report as expenses in lieu of depreciation, infrastructure expenditures which maintain the asset but do not add to or improve the asset. Additions and improvements to the street network are capitalized. The Village uses a pavement rating system to rate street condition and quantify the results of maintenance efforts. The condition rating of the Village's street system may be found on page 77.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

f. Unearned / Unavailable Revenue

Unearned revenue in the Governmental Activities and unavailable revenue in the Governmental Funds includes amounts received in advance by the Village for business taxes applicable to the following fiscal year. Unavailable revenue in the Governmental Funds also includes amounts due in future years that were not available to pay current period expenditures under the modified accrual basis of accounting.

g. Compensated Absences

The Village's employees earn personal leave time based on their years of continuous service as follows: 160 hours after 1 year; 200 hours after 6 years; 240 hours after 11 years; and 280 hours after 21 years. Personal leave may be used for vacation, illness and other time off as approved by the employee's supervisor. Employees may accumulate personal leave time up to a maximum number of hours based on years of service, but never more than 600 hours. Employees are also required to use a minimum number of hours of personal leave time annually based upon years of service, or forfeit the unused hours up to the minimum required to be used, however, employees may be compensated for unused personal leave, up to a maximum of 80 hours annually, if their unscheduled leave does not exceed certain limits each year. Upon termination, employees are compensated for accumulated personal leave at their rate of pay at termination, up to the maximum of 600 hours.

A liability for compensated absences is accrued when incurred in the government-wide and enterprise fund financial statements. In the governmental funds, a liability is recorded for compensated absences only if they have matured, for example, as a result of employee resignations and retirements, and the amount, if any, is reported with accounts payable and accrued liabilities in the governmental funds' balance sheet.

h. Noncurrent Obligations

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount, premium and deferred amount on debt refunding in the government-wide financial statements and enterprise fund are amortized using the straight-line method, which approximates the interest method, and are charged against operations over the term of the related debt issues.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

i. Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the government-wide and Enterprise Fund Statements of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Village's deferred outflows of resources are related to its pension and other postemployment benefits (OPEB) liabilities.

The separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Village's deferred inflows are related to its pension obligations and a deferred amount on debt refunding, which are reported as deferred inflows of resources on the government-wide Statement of Net Position. The deferred amount on debt refunding was a gain resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. In addition, the Village has another item, unavailable revenues, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenues result from business taxes received by the Village in advance of the year for which they were levied. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

j. Fund Balances

Nature and Purpose of Fund Equity Classifications: In the fund financial statements, governmental funds report fund equity classifications that comprise a hierarchy based primarily on the extent to which the Village is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

- ❖ **Nonspendable** - Nonspendable fund balances include amounts that cannot be spent because they are either 1) not in spendable form; or, 2) legally or contractually required to be maintained intact.
- ❖ **Restricted** - Restricted fund balances include amounts that are restricted to specific purposes either by 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.
- ❖ **Committed** - Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Village Council through an Ordinance. The Village had no committed fund balances.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

j. Fund Balances (Continued)

- ❖ Assigned - Assigned fund balances include amounts that are constrained by the Village's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by Village management based upon a Resolution adopted by the Village Council or in the Village's annual budget.
- ❖ Unassigned - Unassigned fund balance includes the General Fund amount that is spendable and has not been restricted, committed, or assigned to specific purposes.

The Village considers restricted fund balances to be spent when an expenditure is incurred for the restricted purpose. The Village considers committed, assigned or unassigned fund balances to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy: The Village Council has not adopted a formal minimum fund balance policy. Generally, the Village strives to maintain sufficient General Fund fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

k. Interfund Transactions

During the course of normal operations, it is necessary for the Village to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- ❖ Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from it that are properly applicable to another fund.
- ❖ Transfers in and out, as appropriate, for all other interfund transactions, which are shown as other financing sources or uses.
- ❖ Outstanding balances between funds, including noncurrent advances, are reported as "due to/from other funds". Any such balances outstanding between governmental activities and business-type activities in the government-wide financial statements are classified as "internal balances" and are subject to elimination in the government-wide financial statements.

l. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector, respectively. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment roll meets the appropriate requirements of State law. The assessed value of property within

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

1. Property Taxes (Continued)

the corporate limits of the Village at January 1, 2018, upon which the 2018/2019 levy was based, was approximately \$1.2 billion. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills (1 mill equals \$1.00 for each \$1,000 of assessed value). Effective October 1, 2009 (fiscal year 2010), the Village transferred fire rescue services to Palm Beach County and the Palm Beach County Fire Rescue MSTU (municipal services taxing unit) taxes Village property owners 3.4581 mills. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, thereby limiting the 2018/2019 Village millage rate to 6.5419.

The tax levy of the Village is established by the Village Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Village's millage into the total tax levy, which includes the County, County School Board, and Special District tax requirements. The operating millage rate assessed by the Village for the year ended September 30, 2019, was 3.5000 and the debt service millage was 0.3777, for a total millage of 3.8777. Taxes may be paid less a 4% discount in November or at a discount declining 1% each month through February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. All property taxes are collected by Palm Beach County and remitted to the Village. Property tax revenue is recognized at the time monies are received from Palm Beach County.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. For the fiscal year ending September 30, 2019, the maximum tax levy allowed by a majority vote of the governing body is generally based on a percentage change applied to the prior year (2017/2018) property tax revenue. The percentage change is calculated based on the compound annual growth rate in the per capita property taxes levied for five preceding fiscal years. The State law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; 2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or, 3) any millage rate approved by unanimous vote or referendum. For the fiscal year ending September 30, 2019, the Village adopted an operating millage rate of 3.5000, resulting in a total operating tax levy of \$4,274,827 for 2019, an increase of approximately 5.3% from the operating property tax levy for 2018.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

l. Property Taxes (Continued)

Future legislation could have a significant impact on the future tax revenues of the Village and the current services provided to Village residents.

m. On-behalf Payments

The Village received on-behalf payments of \$154,472 from the State of Florida for the Police Officers Pension Plan for the year ended September 30, 2019. The on-behalf payments are recorded as intergovernmental revenue and public safety expenses/expenditures in the government-wide and General Fund financial statements.

n. Use of Estimates

The financial statements and related disclosures are prepared in conformity with GAAP. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows/outflows of resources, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses/expenditures during the period reported. These estimates include assessing the collectability of receivables, the fair value of investments, and useful lives and possible impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

o. Implementation of GASB Statements

The following GASB Statements were effective for the Village for the fiscal year ended September 30, 2019:

- GASB Statement No. 83, *Certain Asset Retirement Obligations*, addresses accounting and financial reporting for certain asset retirement obligations (AROs). Statement No. 83 establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. Statement No. 83 also requires disclosure of information about the government's AROs, including the methods and assumptions used for estimating liabilities and the estimated remaining useful life of the associated tangible capital assets.
- GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, requires the disclosure of information in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

The implementation of these GASB Statements had no impact on the Village's financial statements for the year ended September 30, 2019.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Deferred Outflows / Inflows of Resources, and Net Position / Fund Balances (Continued)

o. Implementation of GASB Statements (Continued)

The Governmental Accounting Standards Board has also issued new Statements effective in future years that may apply to the Village. Management has not completed its analysis of the effects, if any, of these GASB statements on the financial statements of the Village:

- GASB Statement No. 84, *Fiduciary Activities*, establishes guidance regarding what constitutes fiduciary activities for accounting and financial reporting purposes, the recognition of liabilities to beneficiaries, and how fiduciary activities should be reported. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2020.
- GASB Statement No. 87, *Leases*, addresses accounting and financial reporting for leases by governments. The statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2021.
- GASB Statement No. 90, *Majority Equity Interests, an amendment of GASB Statement No. 14 and No. 61*, establishes guidance regarding the reporting of a government's majority equity interest in a legally separate organization and the disclosure of financial statement information for certain component units. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2020.
- GASB Statement No. 91, *Conduit Debt Obligations*, provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2022.
- GASB Statement No. 92, *Omnibus 2020*, addresses certain practice issues identified during implementation and application of certain GASB Statements, including 1) the effective date of GASB Statement No. 87 and Implementation Guide 2019-3 related to *Leases* for interim reports; 2) reporting of intra-entity transfers between a primary government employer and component unit defined benefit pension plan; 3) the applicability of GASB Statement No. 73 to reporting assets accumulated for OPEB; 4) applicability of GASB Statement No. 84 to postemployment benefit arrangements; 5) measurement of assets and liabilities related to asset retirement obligations; 6) reporting for amounts recoverable by public entity risk pools from reinsurers or excess insurers; and 7) certain terminology references. The requirements of this Statement related to items 1) and 7) are effective for the fiscal year ending September 30, 2020 and the remaining requirements will be effective for the Village for the fiscal year ending September 30, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS

A summary of deposits and investments as shown on the statement of net position and statement of fiduciary net position for the Village is as follows:

	Cash and Cash Equivalents	Investments	Total
Governmental activities	\$ 16,656,787	\$ -	\$ 16,656,787
Business-type activities	30,015,772	-	30,015,772
Total statement of net position	46,672,559	-	46,672,559
Fiduciary Funds	1,341,673	57,664,180	59,005,853
Total deposits and investments	\$ 48,014,232	\$ 57,664,180	\$ 105,678,412

Deposits

In addition to insurance provided by the Federal Depository Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds as qualified public depositories. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit eligible collateral with the State Treasurer or another banking institution. In the event of failure of a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories participating in the collateral pool. Accordingly, the Village's deposits at year end are considered to be fully insured.

Investments

The Village has adopted an investment policy to establish guidelines for the efficient management of its cash reserves. Section VI of the investment policy identifies permitted instruments as follows:

- The State Board of Administration Florida Prime Fund;
- U.S. Government obligations and U.S. Government Agency obligations;
- Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations, and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
- Certificates of deposit and savings accounts in state-certified qualified public depositories; and,
- Repurchase agreements.

Investments of the General Employees Pension Fund are limited to:

- Money Market - Money market mutual funds or short-term investment funds ("STIF") provided by the Plan's custodian must have a minimum rating of Standard & Poor's A1 or Moody's P1.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

- b. Equities - Equities must be traded on a national exchange or electronic network; and not more than 5% of the Plan's assets, at the time of purchase, can be invested in the common stock, capital stock or convertible stock of any one issuing company, nor can the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company (this restriction does not apply to any single holding within a diversified pooled fund).
- c. Fixed Income - Fixed income investments shall have a minimum rating of investment grade or higher as reported by any Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase; and the value of bonds issued by any single corporation cannot exceed 10% of the total fund (excluding issues from the U.S. government, or agency thereof; and this restriction does not apply to any single holding within a diversified pooled fund).
- d. Pooled Funds - Pooled funds may include mutual funds, commingled funds, and exchange-traded funds.

Investments of the Police Officers Pension Fund are limited to:

- a. Money Market - Money market mutual funds or short-term investment funds ("STIF") provided by the Plan's custodian must have a minimum rating of Standard & Poor's A1 or Moody's P1.
- b. Equities - Equities must be traded on a national exchange or electronic network; and not more than 5% of the Plan's assets, at the time of purchase, can be invested in the common stock, capital stock or convertible stock of any one issuing company, nor can the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company (this restriction does not apply to any single holding within a diversified pooled fund).
- c. Fixed Income - Fixed income investments shall have a minimum rating of investment grade or higher as reported by any Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase; and the value of bonds issued by any single corporation cannot exceed 10% of the total fund (excluding issues from the U.S. government, or agency thereof; and this restriction does not apply to any single holding within a diversified pooled fund).
- d. Pooled Funds - Pooled funds may include mutual funds, commingled funds, and exchange-traded funds.

The fair value of the Village's cash and cash equivalents at September 30, 2019 are as follows:

	Unrestricted	Pension
Cash and cash equivalents:		
Petty cash	\$ 3,629	\$ -
Deposits with financial institutions	28,030,272	570,974
Investment in State Board of Administration		
Florida Prime Fund	18,638,658	-
Money market mutual funds	-	770,699
Total cash and cash equivalents	\$ 46,672,559	\$ 1,341,673

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments

The Village follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Village has the ability to access at the measurement date.

Level 2: Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the entity's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Village's perceived risk of that investment.

Valuation Methodologies: The following valuation methods and assumptions were used by the Village in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72.

Domestic and foreign equity securities: Valued at the closing price reported on the active exchange on which the individual securities are traded.

International fixed income mutual fund and equity mutual funds: Valued at the closing net asset value reported on the active exchange on which the investment fund is actively traded.

U.S. Treasury, U.S. Government Agency, mortgage and asset-backed securities, and corporate obligations: Valued at the closing price reported on the active exchange on which the individual securities are actively traded (Level 1). Securities that are not actively traded are valued by the independent investment custodian using a matrix-pricing technique based on the securities' relationship to quoted benchmark prices (Level 2).

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments (Continued)

Investment measured at net asset value (NAV): The real estate investment account consists of units in the U.S. Property Separate Account (the “Account”) sponsored by the Principal Life Insurance Company and managed by Principal Real Estate Investors. The account is an open end, commingled real estate account valued at the unadjusted NAV per unit at September 30, 2019, based on the fair value of the underlying Account investments as determined by the Account manager. Real estate values are generally based upon periodic independent appraisals performed for assets held by the Account. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at the measurement date. At September 30, 2019, the real estate investment account had no future funding commitments or lock-up periods and was redeemable with 90 days’ notice, subject to approval of the fund manager and fund liquidity.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Village believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the year ended September 30, 2019.

The financial assets measured at fair value on a recurring basis include the Village’s pension funds’ investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2019. The fair value of the Village’s investments at September 30, 2019 is summarized as follows:

	Level 1	Level 2	Level 3	Total
Equity investments				
Domestic equity securities and mutual fund	\$ 20,673,580	\$ -	\$ -	\$ 20,673,580
Foreign equity securities and mutual fund	<u>17,243,556</u>	<u>-</u>	<u>-</u>	<u>17,243,556</u>
Total equity securities	<u>37,917,136</u>	<u>-</u>	<u>-</u>	<u>37,917,136</u>
Fixed Income investments				
U.S. Treasury	-	3,346,086	-	3,346,086
U.S. Government Agency	-	3,271,569	-	3,271,569
Mortgage and asset-backed	-	241,348	-	241,348
Corporate obligations	-	4,863,455	-	4,863,455
International fixed income mutual fund	<u>2,478,531</u>	<u>-</u>	<u>-</u>	<u>2,478,531</u>
Total fixed income securities	<u>2,478,531</u>	<u>11,722,458</u>	<u>-</u>	<u>14,200,989</u>
Total investments by level	<u>\$ 40,395,667</u>	<u>\$ 11,722,458</u>	<u>\$ -</u>	<u>52,118,125</u>
Investment measured at NAV				
Real estate investment account				<u>5,546,055</u>
Total fair value				<u>\$ 57,664,180</u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments (Continued)

Credit Risk: Credit risk is the risk that a debt issuer will not fulfill its obligations. The Village investment policy requires that pension investments in fixed income securities must be rated as investment grade (BBB or better) by a Nationally Recognized Statistical Rating Organization (NRSRO). The money market mutual funds and fixed income mutual fund are not rated. The Village utilizes ratings from Standard and Poor's and Moody's Investor Services for its investments. The NRSRO ratings for the Village's rated investments at September 30, 2019 are summarized as follows:

Investment Type	NRSRO Rating	Fair Value
State Board of Administration Florida Prime Fund	AAAm	\$ 18,638,658
Pension fund investments:		
U.S. Treasury	AAA	3,346,086
U.S. Government Agency	AAA	3,271,569
Mortgage and asset-backed securities	Not Rated	241,348
Domestic corporate bonds	AA	262,168
Domestic corporate bonds	A	4,601,287
Total		\$ 30,361,116

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The Village does not have a formal policy that limits the maturities of its investments. The Village pension funds' investment in mortgage and asset-backed securities consist of mortgage pass-through securities based on pools of residential home mortgage loans which are subject to prepayments and therefore highly sensitive to changes in interest rates. The table below summarizes the scheduled maturities of fixed income investment securities at September 30, 2019.

Fair Value of Investment Maturities				
Investment Type	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years
Pension fund investments:				
U.S. Treasury	\$ -	\$ 119,813	\$ 3,226,273	\$ -
U.S. Government Agency	1,014,249	2,257,320	-	-
Mortgage and asset-backed securities	-	32,823	79,201	129,324
Corporate bonds	146,027	4,029,099	688,329	-
Total	\$ 1,160,276	\$ 6,439,055	\$ 3,993,803	\$ 129,324

The SBA Florida Prime Fund had a weighted average maturity of 37 days at September 30, 2019. The fair value and weighted average maturity of the international fixed income mutual fund were \$2,478,531 and 1.1 years, respectively, at September 30, 2019.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 2. DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments (Continued)

Custodial Credit Risk: Custodial credit risk is defined as the risk that the Village may not recover cash and investments held by another party in the event of a financial failure. The Village investment policy requires cash and investments to be fully insured or collateralized, or held in independent custodial safekeeping accounts in the name of the Village. At September 30, 2019, all investments were held by an independent custodian in the name of the Village, except the State Board of Administration Florida Prime Fund and money market mutual funds which are considered *unclassified* pursuant to GASB Statement No. 3.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. For investments other than the Village pension funds, there is no specific policy for concentration of credit risk. In the Village pension funds, securities of a single issuer are limited to no more than 5% of the Plan's net position invested in common stocks and debt securities. At September 30, 2019, five mutual fund investments of the Police Officers Pension Fund represented approximately 6%, 9%, 14%, 15% and 27% of that Plan's net position and five mutual fund investments of the General Employees Pension Fund represented approximately 6%, 6%, 7%, 11% and 27% of that Plan's net position. Securities of a single issuer owned by each mutual fund are less than 5% of each Plan's net position.

Market Risk: The value, liquidity, and related income of certain investments in real estate and securities with contractual cash flows, such as mortgage and asset-backed securities, collateralized mortgage obligations and mutual funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates and financial markets. Due to the various risks associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

During the first quarter of 2020, the U.S. equity markets experienced a significant decline of more than 20%. Management considers these market fluctuations to be temporary in nature, although the duration and amount of the decline in the fair value of certain investments cannot be determined at this time.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 3. RECEIVABLES

Receivables at September 30, 2019 are summarized as follows:

	Governmental Activities	Business-type Activities	Total
Receivables:			
Accounts and other receivables	\$ 619,241	\$ 3,498,609	\$ 4,117,850
Intergovernmental and grants	548,652	-	548,652
Gross receivables	1,167,893	3,498,609	4,666,502
Less: allowance for uncollectible accounts	-	(84,655)	(84,655)
Net receivables	\$ 1,167,893	\$ 3,413,954	\$ 4,581,847

NOTE 4. CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2019 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities				
Capital assets not being depreciated:				
Land	\$ 729,641	\$ -	\$ -	\$ 729,641
Infrastructure	4,322,497	334,130	-	4,656,627
Construction in progress	521,606	522,042	(187,526)	856,122
Total capital assets not being depreciated	5,573,744	856,172	(187,526)	6,242,390
Capital assets being depreciated:				
Buildings	9,251,075	35,980	-	9,287,055
Improvements other than buildings	3,095,628	413,237	-	3,508,865
Machinery and equipment	5,754,961	1,246,476	(371,478)	6,629,959
Library materials and software	417,675	265,914	(37,435)	646,154
Total capital assets being depreciated	18,519,339	1,961,607	(408,913)	20,072,033
Less accumulated depreciation for:				
Buildings	(3,496,154)	(240,253)	-	(3,736,407)
Improvements other than buildings	(1,563,420)	(145,254)	-	(1,708,674)
Machinery and equipment	(3,904,573)	(616,692)	343,167	(4,178,098)
Library materials and software	(268,505)	(59,173)	37,435	(290,243)
Accumulated depreciation	(9,232,652)	(1,061,372)	380,602	(9,913,422)
Governmental activities capital assets, net	\$ 14,860,431	\$ 1,756,407	\$ (215,837)	\$ 16,401,001

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 4. CAPITAL ASSETS (Continued)

	Beginning Balance	Additions	Deletions	Ending Balance
Business-Type Activities				
Capital assets not being depreciated:				
Land	\$ 379,987	\$ -	\$ -	\$ 379,987
Construction in progress	1,312,068	1,165,206	(915,202)	1,562,072
Total capital assets not being depreciated	1,692,055	1,165,206	(915,202)	1,942,059
Capital assets being depreciated:				
Buildings	3,464,406	47,700	-	3,512,106
Improvements other than buildings	86,675,150	2,764,600	-	89,439,750
Intangible assets	7,174,063	-	-	7,174,063
Equipment and software	5,548,977	716,918	(181,135)	6,084,760
Total capital assets being depreciated	102,862,596	3,529,218	(181,135)	106,210,679
Less accumulated depreciation for:				
Buildings	(2,477,700)	(56,085)	-	(2,533,785)
Improvements other than buildings	(44,474,488)	(2,420,476)	-	(46,894,964)
Intangible assets	(6,968,642)	-	-	(6,968,642)
Equipment and software	(3,775,878)	(350,651)	179,616	(3,946,913)
Accumulated depreciation	(57,696,708)	(2,827,212)	179,616	(60,344,304)
Business-type activities				
Capital assets, net	\$ 46,857,943	\$ 1,867,212	\$ (916,721)	\$ 47,808,434

Depreciation expense for the year ended September 30, 2019 was charged to functions as follows:

Governmental Activities:	
General government	\$ 210,362
Public safety	513,236
Transportation	101,843
Culture/recreation	235,931
Total depreciation expense-	
Governmental activities	\$ 1,061,372
Business-type activities:	
Water & Sewer	\$ 2,827,212

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 5. LONG-TERM DEBT

Changes in Long-Term Debt

Changes in long-term debt for the year ended September 30, 2019 are summarized as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental Activities:					
General obligation note	\$ 4,692,010	\$ -	\$ (298,323)	\$ 4,393,687	\$ 305,496
Compensated absences	711,435	888,174	(860,887)	738,722	77,866
Total Governmental Activities	\$ 5,403,445	\$ 888,174	\$ (1,159,210)	\$ 5,132,409	\$ 383,362
Business-type Activities:					
Promissory note	\$ 11,408,224	\$ -	\$ (632,963)	\$ 10,775,261	\$ 633,811
Compensated absences	246,948	219,984	(256,860)	210,072	13,616
Total Business-type Activities	\$ 11,655,172	\$ 219,984	\$ (889,823)	\$ 10,985,333	\$ 647,427
Totals	\$ 17,058,617	\$ 1,108,158	\$ (2,049,033)	\$ 16,117,742	\$ 1,030,789

Governmental Activities

The governmental activities long-term debt consisted of the following at September 30, 2019:

\$6,477,462 General Obligation Note, Series 2012

The Series 2012 G.O. Note is a general obligation Promissory Note dated February 24, 2012 for an original principal amount of \$6,477,462. From February 24, 2012 to December 31, 2017, the outstanding principal amount bears interest at 2.39%, and from January 1, 2018 to February 1, 2032, the outstanding principal amount bears interest at 2.905%. Payments are due in variable semi-annual installments, including interest, on each February 1st and August 1st. The Series 2012 G.O. Note is secured by the full faith, credit and taxing power of the Village. The proceeds of the Series 2012 G.O. Note were used to refund outstanding general obligation bonds of the Village. There was no gain or loss on the refunding. The refunding reduced the Village's debt service payments by approximately \$2.2 million and resulted in an economic gain of approximately \$100,000.

The 2012 G. O. Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 5. LONG-TERM DEBT (Continued)

Governmental Activities (Continued)

Annual debt service requirements on the Note are as follows:

Year Ending September 30,	Principal	Interest	Total
2020	\$ 305,496	\$ 125,421	\$ 430,917
2021	312,840	116,494	429,334
2022	320,363	107,352	427,715
2023	328,065	97,991	426,056
2024	335,953	88,405	424,358
2025-2029	1,804,875	289,961	2,094,836
2030-2032	986,095	43,306	1,029,401
Total	\$ 4,393,687	\$ 868,930	\$ 5,262,617

General obligation debt is generally liquidated by the Debt Service Fund. Compensated absences, pension obligations and other postemployment benefit liabilities are generally liquidated by the General Fund.

Business-type Activities

The business-type activities long-term debt is secured by a pledge of and lien on the net revenues derived from the operations of the water and sewer system and consisted of the following for the year ended September 30, 2019:

\$14,352,351 Promissory Note, Series 2013

The Series 2013 Note was issued April 15, 2013 for an original principal amount of \$14,352,351. Semi-annual installments of \$471,118, including interest at 2.905% are payable on each May 1st and November 1st through maturity on May 1, 2033. Principal and interest are payable from and secured solely by a pledge of and lien upon the net revenues of the water and sewer utility system of the Village. The proceeds of the Series 2013 Note were used for the advance refunding of the outstanding Series 2003A Revenue Bonds and provided approximately \$5,000,000 for capital improvements to the water and sewer system. The advance refunding resulted in an economic gain of approximately \$142,000.

The Series 2013 Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 5. LONG-TERM DEBT (Continued)

Business-Type Activities (Continued)

Annual debt service requirements on the Note are as follows:

Year Ending September 30,	Principal	Interest	Total
2020	\$ 633,811	\$ 308,426	\$ 942,237
2021	652,355	289,882	942,237
2022	671,443	270,794	942,237
2023	691,088	251,149	942,237
2024	711,308	230,929	942,237
2025-2029	3,881,167	830,018	4,711,185
2030-2033	3,534,089	234,863	3,768,952
Total	\$10,775,261	\$ 2,416,061	\$13,191,322

The provisions of the Series 2013 Note generally provide for:

1. Establishment of utility rates that provide net revenues which are equal to at least 125% of the principal and interest scheduled to come due in each fiscal year.
2. Prompt payment of principal and interest when due.
3. Issuance of additional debt payable from pledged revenues only if pledged revenues for the two immediately preceding fiscal years equal at least 1.25 times the largest amount of principal and interest scheduled to come due on the outstanding debt and additional debt.
4. Maintenance of the utility system in good working order.
5. Maintenance of a depository account with the lender.

At September 30, 2019 the Village was in compliance with the debt covenants.

Utility Pledged Revenues

The Village has pledged the future net revenues (generally all revenues and capital contributions, less expenses, excluding depreciation and amortization) of the water and sewer utility to repay the Series 2013 Note. The Series 2013 Note is payable solely from the utility net revenues and is payable through 2033. Annual principal and interest payments on the Series 2013 Note are expected to require approximately 10 percent of utility net revenues. Total principal and interest remaining to be paid on the Series 2013 Note is \$13,191,322 at September 30, 2019. Utility net revenues available for debt service (as defined by the Series 2013 Note debt resolution) were \$9,831,338.

Interest Expense and Arbitrage

Total interest costs incurred and paid on all Village debt for the year ended September 30, 2019 were \$133,416 and \$134,138, respectively, for governmental activities and \$311,884 and \$326,447, respectively, for business-type activities.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 5. LONG-TERM DEBT (Continued)

Business-Type Activities (Continued)

The Village is subject to the arbitrage restrictions imposed by the federal government for its outstanding debt issues. No events have occurred that would cause the outstanding debt to be subject to arbitrage within the meaning of Section 148 of the Internal Revenue Code.

NOTE 6. OBLIGATION UNDER UTILITY AGREEMENTS AND INTANGIBLE RIGHTS

The Village entered into two contracts dated January 1, 1978, with the City of Lake Worth (the "City"), providing that the City supply the Village's wastewater facilities for a period of 40 years. The City obtained Florida State Bond Loans, Series E and Series R, for the purpose of constructing, as well as improving, its existing water and wastewater facilities. The Village was obligated to pay the City its pro rata share (based on water and wastewater reserved capacity) of the debt service of these loans until October 31, 2006 when the loans were paid in full.

The Series E Loan was originally issued by the City on October 1, 1976, at a face value of \$7,585,000. The loan matured in varying amounts through June 30, 2006. The Village's pro rata share of the loan was 20.712%. The present value (discounted at the same rate as the Series E Loan) of the Village's obligation to the City was \$2,089,437 at issuance. Intangible water and wastewater usage rights were recorded at the same amount and are being amortized over the 40-year contract period that the Village is entitled to use the City's water and wastewater facilities.

The Series R Loan was originally issued by the City on July 1, 1985, at a face value of \$8,520,000. The loan matured in varying amounts through July 1, 2006. The Village's pro rata share of the loan was 37.04%. The present value (discounted at the same rate as the Series R Loan) of the Village's obligation to the City was \$4,245,610 at issuance. Intangible water and wastewater rights were recorded at the same amount. On November 1, 1989, the City issued \$10,300,000 Refunding Revenue Bonds, Series 1989, part of which was used to refund the Series R Loan and to improve the existing facilities. As a result of this refunding issue, the Village amended its original contract with the City whereby the outstanding obligation and intangible rights increased \$494,876. The amendment also required the Village to pay 125% (previously 133%) of its pro rata share of the debt service payments. The intangible rights are being amortized over 33 years (the remaining contract term).

In February 1994, the City issued \$15,680,000 Sewer System Refunding Revenue Bonds, Series 1994, part of which was used to refund both the Series E and Series R Loans. As a result of this refunding issue, the Village amended its contracts with the City and the combined outstanding obligation and intangible rights increased \$353,610 and the maturity date was extended to October 31, 2006. The amendment required the Village to pay 120% (previously 133% and 125% for the Series E and Series R Loans, respectively) of its pro rata share of the debt service (20% of which was to fund renewal and replacement). The additional intangible rights are being amortized over 22 years (the remaining term of the amended contract). All outstanding obligations under the utility agreements were paid at maturity on October 31, 2006. During 2015, the Village sold a portion of its wastewater usage rights and the intangible rights were reduced by \$214,891. During 2018, the Village paid \$205,421 to the City to purchase an additional service area, which was recorded as an indefinite life intangible asset. At September 30, 2019, the intangible rights had a net book value of \$205,421 and were recorded with capital assets.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 7. INTERFUND TRANSACTIONS

Interfund transfers for the year ended September 30, 2019 were as follows:

	Transfers In	Transfers Out
Governmental Activities		
General Fund	\$ 2,415,138	\$ -
Business-type Activities		
Water and Sewer Utility Fund	-	2,415,138
Total	\$ 2,415,138	\$ 2,415,138

Transfers consist of payments in lieu of taxes of \$2,415,138 that are not payments for services.

NOTE 8. RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; thefts of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Village carries commercial insurance. Specifically, the Village purchases commercial insurance for property, medical benefits, worker's compensation, general liability, automobile liability, errors and omissions, and directors and officers liability. The Village is also covered by Florida Statutes under the Doctrine of Sovereign Immunity which effectively limits the amount of liability of municipalities to individual claims of \$200,000 and \$300,000 in the aggregate. There were no significant reductions in insurance coverage from the prior year. There were no settlements in excess of coverage in the years ended September 30, 2019, 2018, and 2017.

NOTE 9. EMPLOYEE RETIREMENT PLANS

The Village administers two single-employer, defined benefit pension plans, the Village of Palm Springs Police Officers Pension Plan and the Village of Palm Springs General Employees Pension Plan. The Village also participates in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit, public employee retirement plans administered by the State of Florida.

The net pension liability, deferred outflows and inflows of resources and pension expense related to these retirement plans at September 30, 2019 are summarized as follows:

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

	General Employees	Police Officers	FRS	HIS	Total
Net pension liability	\$ 1,826,810	\$ 342,820	\$ 8,634,342	\$ 2,353,345	\$ 13,157,317
Deferred outflows/inflows of resources related to pensions					
Deferred outflows of resources	1,358,074	32,945	3,569,675	717,913	5,678,607
Deferred inflows of resources	1,298,537	392,533	489,509	195,225	2,375,804
Pension expense	997,837	186,895	2,303,951	288,088	3,776,771

The Village sponsored two separate single-employer defined benefit plans for 2019: the Village of Palm Springs Police Officers Pension Plan covering all Village police officers hired prior to July 1, 2010; and, the Village of Palm Springs General Employees Pension Plan, covering substantially all other full-time Village employees hired prior to July 1, 2010. During 2010, the Village adopted ordinances closing both Plans to new members effective June 30, 2010. Participants in the Plans were given the option to remain in their respective Plan or to join the Florida Retirement System (FRS) effective July 1, 2010. Both closed Plans are reported as pension trust funds and are included as part of the Village's reporting entity. Employees hired after June 30, 2010 are required to participate in FRS.

Each Plan has its own Board of Trustees which acts as plan administrator and trustee. The Board of the General Employees Pension Plan consists of five members, two of which are elected by Village employees (excluding police officers) for a four year term, one member of the Village Council, the Village Finance Director and one resident chosen by a majority of the other four trustees and appointed by the Village Council. The Board of the Police Officers Pension Plan consists of five members, two of which are elected by police officers, two of which are residents of the Village appointed by the Village Council and one member chosen by a majority of the other four trustees and appointed by the Village Council. Each Trustee serves a two year term with no term limits.

Each Plan's assets may only be used for the payment of benefits to the members and beneficiaries of the Plan in accordance with the terms of each plan document. The costs of administering each Plan are paid by the pension fund. Plan provisions are established by and may be amended by the Village Council. Village contribution requirements are determined by each Plan's actuary and are paid by the General Fund and Water and Sewer Utility Fund. Employee contribution requirements are established by and may be amended by the Village Council. There are no legal or contractual maximum contribution rates. The Florida Constitution requires local governments to make the actuarially determined contribution. The Florida Division of Retirement reviews and approves each local government's actuarial report prior to its being approved for use for funding purposes.

The following summary of the significant provisions of each Plan was obtained from the respective actuarial reports and Village information for the two Village pension plans as of October 1, 2019 (the latest actuarial valuation date):

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans

	General Employees	Police Officers		
Accounting Policies and Plan Assets:				
Authority	Village Ordinance	Village Ordinance/State Statute		
Basis of Accounting	Accrual	Accrual		
Asset Valuation				
Reporting	Fair Value	Fair Value		
Actuarial Valuation	5-year smoothed market	4-year smoothed market		
Plan Reserves	None	None		
Long-Term Receivables	None	None		
Membership and Plan Provisions:				
Members:				
Active Participants	31	15		
Retirees and Beneficiaries	54	33		
Terminated Vested	43	13		
Normal Retirement Benefits:		Option 1	Option 2	Option 3
Retirement Age	62	50	55	Any
Years of Service (minimum)	5	15	10	20
Accrual	2.5%	3.0%	3.0%	3.0%
Maximum	62.5%	None	None	None
Years to Vest	10	10	10	10
Actuarial Contributions (as a percentage of covered payroll):				
Village	46.3%	88.4%		
State	N/A	9.6%		
Participants	3.0%	6.6%		
Required contributions	\$ 809,354	\$ 1,029,719		
Contributions made	\$ 831,216	\$ 1,576,472		

Summary of Significant Accounting Policies

The financial statements of each Plan are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by third party money managers.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Summary of Significant Accounting Policies (Continued)

The Village's independent custodians and money managers determine the fair value of securities, which is generally based upon the mean of the most recent bid and ask prices of each instrument using various third party pricing sources. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

Investments

Investment Policy: The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of each pension plan. It is the policy of each pension plan Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of each pension plan discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of either pension plan for the year ended September 30, 2019. The asset allocation policy adopted by each pension plans' Board at September 30, 2019 was as follows:

Asset Class	General Employees	Police Officers
Domestic equity	50%	55%
International equity	15	10
Domestic fixed income	20	20
International fixed income	5	5
Real estate	10	10
Total	100%	100%

Concentrations: At September 30, 2019, five mutual fund investments of the Police Officers Pension Fund represented approximately 6%, 9%, 14%, 15% and 27% of that Plan's net position and five mutual fund investments of the General Employees Pension Fund represented 6%, 6%, 7%, 11% and 27% of that Plan's net position.

Rate of Return: For the year ended September 30, 2019, the annual money-weighted rate of return on each pension plans' investments, net of investment expenses, was 2.86% and 4.84% for the General Employees Pension Plan and Police Officers Pension Plan, respectively. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program (DROP)

The Police Officers Pension Plan members are eligible to participate in DROP upon attainment of normal retirement date. DROP allows Plan members to retire while continuing employment for up to 60 months and the member's retirement benefits accumulate in the Plan. The amount held in DROP at September 30, 2019 was \$472,723. The General Employees Pension Plan has no DROP.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Net Pension Liability

The components of the net pension liability for the General Employees and Police Officers Pension Plans for the most recent valuation as of October 1, 2019, were as follows:

	General Employees	Police Officers
Total pension liability	\$ 28,902,543	\$ 32,321,724
Plan fiduciary net position	(27,075,733)	(31,978,904)
Net pension liability	\$ 1,826,810	\$ 342,820
Plan fiduciary net position as a percentage of the total pension liability	93.7%	98.9%

Actuarial Assumptions: The total pension liabilities for the General Employees and Police Officers Pension Plans were determined by actuarial valuations as of October 1, 2019, using the following actuarial assumptions, applied to all periods included in the measurement:

	General Employees	Police Officers
Actuarial Valuation:		
Frequency	Annual	Annual
Latest Valuation	10/1/2019	10/1/2019
Measurement date	9/30/2019	9/30/2019
Basis for Contribution	10/1/2017	10/1/2017
Cost Method	Entry age normal	Entry age normal
Assumptions:		
Investment Earnings		
(with inflation, net of expenses)	6.25% / year	7.30% / year
Salary Increases (with inflation)	4.6% - 8.3% / year	4.0% - 5.25% / year
Inflation	2.0% / year	2.75% / year
Cost of living adjustments	3.0%	3.0%
Mortality Rates	RP-2000 Fully Generational Scale BB	RP-2000 Mortality Table with Blue Collar Adjustment
Amortization:		
Method	Level dollar	Level percent of payroll
Period	5 years	15 years for gains (losses) 20 years for assumption, plan and method changes
Open/Closed	Closed	Closed

The long-term expected rate of return on investments of the pension plans was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Net Pension Liability (Continued)

adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2019 (see the discussion of each pension plan's investment policy) are summarized in the following table:

	Long-Term Expected Real Rate of Return	
	General Employees	Police Officers
Asset Class		
Domestic equity	7.5%	7.5%
International equity	8.5	8.5
Domestic fixed income	2.5	2.5
International fixed income	3.5	3.5
Real estate	4.5	4.5

Discount Rate: The discount rate used to measure the total pension liability of the General Employees Pension Plan was 6.25% (6.50% in 2018) and the Police Officers Pension Plan was 7.30% (7.35% in 2018). The discount rates were based on the expected rate of return on investments of each plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net positions were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments of the pension plans was applied to all periods of projected benefit payments to determine the projected total pension liability.

Changes in the Net Pension Liability

The changes in the net pension liability of the Village's General Employees Pension Plan were as follows for the year ended September 30, 2019:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
General Employees Pension Plan			
Balances at October 1, 2018	\$ 27,501,283	\$ 26,551,744	\$ 949,539
Changes for the Current Year			
Service cost	379,392	-	379,392
Interest	1,776,251	-	1,776,251
Difference between expected and actual experience	(561,920)	-	(561,920)
Change of assumptions	913,998	-	913,998

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Changes in the Net Pension Liability (Continued)

General Employees Pension Plan (Continued)	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Contributions – Village	\$ -	\$ 831,216	\$ (831,216)
Contributions – employee	-	53,804	(53,804)
Net investment income	-	808,284	(808,284)
Benefit payments, including refunds of employee contributions	(1,106,461)	(1,106,461)	-
Administrative expenses	-	(62,854)	62,854
Net Changes	1,401,260	523,989	877,271
Balances at September 30, 2019	\$ 28,902,543	\$ 27,075,733	\$ 1,826,810

The changes in the net pension liability of the Village's Police Officers Pension Plan were as follows for the year ended September 30, 2019:

	Increase (Decrease)		
Police Officers Pension Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at October 1, 2018	\$ 30,865,052	\$ 29,880,834	\$ 984,218
Changes for the Current Year			
Service cost	339,484	-	339,484
Interest	2,205,109	-	2,205,109
Difference between expected and actual experience	(264,614)	-	(264,614)
Change of assumptions	197,669	-	197,669
Contributions – Village	-	1,422,000	(1,422,000)
Contributions – State of Florida	-	154,472	(154,472)
Contributions – employee	-	106,132	(106,132)
Net investment income	-	1,498,097	(1,498,097)
Benefit payments, including refunds of employee contributions	(1,020,976)	(1,020,976)	-
Administrative expenses	-	(61,655)	61,655
Net Changes	1,456,672	2,098,070	(641,398)
Balances at September 30, 2019	\$ 32,321,724	\$ 31,978,904	\$ 342,820

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate: The following table presents the net pension liability of the General Employees Pension Plan and the Police Officers Pension Plan at September 30, 2019, calculated using the current discount rates of 6.25% and 7.30%, respectively, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1.0% Decrease	Current Discount Rate	1.0% Increase
General Employees Pension Plan	\$ 5,987,117	\$ 1,826,810	\$ (1,578,018)
Police Officers Pension Plan	\$ 4,863,183	\$ 342,820	\$ (3,321,707)

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions

General Employees Pension Plan: For the year ended September 30, 2019, the Village recognized pension expense of \$997,837. At September 30, 2019, the Village reported deferred inflows/outflows of resources related to General Employees pensions from the following sources:

General Employees Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ -	\$ 328,659
Net difference between projected and actual investment earnings on pension plan investments	734,972	969,878
Change of assumptions	623,102	-
Balances at September 30, 2019	\$ 1,358,074	\$ 1,298,537

Police Officers Pension Plan: For the year ended September 30, 2019, the Village recognized pension expense of \$186,895. At September 30, 2019, the Village reported deferred inflows/outflows of resources related to Police Officers pensions from the following sources:

Police Officers Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ -	\$ 44,102
Net difference between projected and actual investment earnings on pension plan investments	-	348,431
Change of assumptions	32,945	-
Balances at September 30, 2019	\$ 32,945	\$ 392,533

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

The amounts reported as deferred inflows/outflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	General Employees	Police Officers
2020	\$ (25,323)	\$ (307,811)
2021	(154,840)	(218,065)
2022	55,957	23,368
2023	183,743	142,920

Financial Statements

The General Employees Pension Plan and the Police Officers Pension Plan do not issue stand-alone GAAP financial reports. Financial statements for the General Employees Pension Plan and the Police Officers Pension Plan as of and for the year ended September 30, 2019, are as follows:

Statements of Fiduciary Net Position		
	General Employees	Police Officers
Assets		
Cash and cash equivalents	\$ 625,569	\$ 716,104
Receivables:		
Accounts receivable	39	-
Interest and dividends receivable	35,062	42,229
Investments:		
U.S. Treasury securities	1,576,023	1,770,063
U.S. Government agencies	1,788,058	1,483,511
Mortgage and asset-backed securities	78,275	163,073
Domestic corporate bonds	2,209,323	2,654,132
International fixed income mutual fund	1,123,599	1,354,932
Domestic equity securities and mutual fund	2,739,887	17,933,693
Foreign equity securities and mutual fund	14,327,558	2,915,998
Real estate investment account	2,587,151	2,958,904
Total assets	27,090,544	31,992,639
Liabilities		
Accounts payable	14,811	13,735
Total liabilities	14,811	13,735
Net position restricted for pension benefits	\$ 27,075,733	\$ 31,978,904

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

Village Pension Plans (Continued)

Financial Statements (Continued)

Statements of Changes in Fiduciary Net Position			
	General Employees		Police Officers
Additions			
Contributions:			
Employer	\$	831,216	\$ 1,422,000
Plan members		53,804	106,132
State contributions		-	154,472
Total contributions		885,020	1,682,604
Investment income:			
Interest		147,394	140,891
Dividends		482,424	1,153,924
Net increase in fair value of investments		219,810	229,967
Investment expenses		(41,344)	(26,685)
Net investment income		808,284	1,498,097
Total additions		1,693,304	3,180,701
Deductions			
Administration		62,854	61,655
Benefits		1,106,461	1,020,976
Total deductions		1,169,315	1,082,631
Net increase in plan net position		523,989	2,098,070
Net position restricted for pension benefits at October 1, 2018		26,551,744	29,880,834
Net position restricted for pension benefits at September 30, 2019	\$	27,075,733	\$ 31,978,904

State of Florida Pension Plans

All regular, full-time employees of the Village, including police officers, hired after June 30, 2010 are required to participate in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a Deferred Retirement Option Program (DROP) available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

HIS membership is optional and available to all retirees under a state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare. Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

Benefits Provided: FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled prior to July 1, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$30, but not more than \$150.

Village Contributions: FRS members are required to contribute 3.0% and no contribution is required for HIS members. Participating governments, including the Village, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 8.47% of annual covered payroll for employees covered in the regular class, 25.41% for senior management class, 25.48% for special risk class (police officers), 48.82% for elected officials and 14.60% for employees covered in the FRS DROP program. Participating governments, including the Village, contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 1.66%. The Village's contributions to FRS and HIS for the year ended September 30, 2019 were \$919,509, which was equal to 100% of the required contributions for the year.

Funding Policy: FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

Publicly Available Financial Report: The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

Summary of Significant Accounting Policies: The financial statements of FRS and HIS are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment custodian for FRS and HIS determines the fair value of securities using various third party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions

At September 30, 2019, the Village reported a liability of \$8,634,342 and \$2,353,345 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019 for FRS and HIS. The Village's proportion of the net pension liability was based on a projection of the Village's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2019, the Village's FRS proportion was .025071694 percent, which was an increase of .001616705 percent from its proportion measured as of June 30, 2018. The HIS proportion was .021032668 percent at June 30, 2019, which was an increase of .001648678 percent from its proportion measured as of June 30, 2018.

For the year ended September 30, 2019, the Village recognized pension expense of \$2,592,039 for FRS and HIS. At September 30, 2019, the Village reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 512,128	\$ 5,358
Changes in assumptions	2,217,671	-
Net difference between projected and actual investment earnings on pension plan investments	-	477,697
Changes in proportion and differences between Village contributions and proportionate share of contributions	639,107	6,454
Village contributions subsequent to the measurement date	200,769	-
Total	\$ 3,569,675	\$ 489,509

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

At September 30, 2019 the Village reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 28,584	\$ 2,882
Changes in assumptions	272,495	192,343
Net difference between projected and actual investment earnings on pension plan investments	1,519	-
Changes in proportion and differences between Village contributions and proportionate share of contributions	385,002	-
Village contributions subsequent to the measurement date	30,313	-
Total	\$ 717,913	\$ 195,225

Deferred outflows of resources related to FRS and HIS pensions of \$231,082 resulting from Village contributions subsequent to the measurement date of June 30, 2019 will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	FRS Amount	HIS Amount
2020	\$ 1,044,239	\$ 209,830
2021	315,015	167,936
2022	761,106	91,929
2023	574,151	(66,753)
2024	148,071	12,124
Thereafter	36,815	77,309

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

Actuarial Assumptions: The total pension liability for FRS and HIS in the most recent actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2019	July 1, 2019
Measurement date	June 30, 2019	June 30, 2019
Actuarial cost method	Individual Entry Age	Individual Entry Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Equivalent single amortization period	30 years	30 years
Asset valuation method	5-year smoothed	Market value
Discount rate	6.90%	3.50%
Inflation	2.60%	2.60%
Salary increases, including inflation	3.25%	3.25%
Long-term expected rate of return, net of investment expenses	6.90%	N/A
Municipal bond rate	N/A	3.50%
Payroll growth	3.25%	3.25%
Cost of living adjustments	3.0% pre-July 2011 0% thereafter	N/A
Mortality rates	Mortality rates PUB-2010 base table with Scale MP-2018	Mortality rates PUB-2010 base table with Scale MP-2018

The actuarial assumptions used in the July 1, 2019 actuarial valuation were based on the results of an actuarial experience study for the period July 1, 2008 to June 30, 2013. As a result of the actuarial experience study, the expectation of life after disability was adjusted in the July 1, 2014 actuarial valuation to more closely reflect actual experience.

Changes in Actuarial Assumptions: The discount rate for FRS changed from 7.00% for 2018 to 6.90% for 2019. The discount rate for HIS changed from 3.87% for 2018 to 3.50% for 2019. The mortality assumption for FRS and HIS was changed from Generational RP-2000 with Projection Scale BB to PUB-2010 base table with Scale MP-2018.

Long-term Expected Rate of Return: The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class are as follows:

Asset Class	Long-Term Expected Real Rate of Return
Cash equivalents	3.3%
Fixed income	4.1
Global equities	8.0
Private equity	11.2
Real estate	6.7
Strategic investments	5.9

Discount Rate: The discount rate used to measure the total pension liability of FRS at June 30, 2019 was 6.90% for FRS and 3.50% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.50% was used to determine the total pension liability.

Sensitivity of the Village's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Village's proportionate share of the net pension liability of FRS and HIS at September 30, 2019, calculated using the current discount rate, as well as what the Village's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
1.0% Decrease (5.90%)	Current Discount Rate (6.90%)	1.0% Increase (7.90%)	1.0% Decrease (2.50%)	Current Discount Rate (3.50%)	1.0% Increase (4.50%)
\$ 14,925,903	\$ 8,634,342	\$ 3,379,825	\$ 2,686,464	\$ 2,353,345	\$ 2,075,895

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 9. EMPLOYEE RETIREMENT PLANS (Continued)

State of Florida Pension Plans (Continued)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

Pension Plan Fiduciary Net Position: Detailed information about the fiduciary net position of FRS and HIS is available in a separately issued financial report, which is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

Payables to FRS

There were no amounts payable to FRS by the Village at September 30, 2019.

NOTE 10. POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Plan Description

The Village administers a single-employer defined benefit health care plan (the "Plan") that provides health care benefits to eligible retired employees and their beneficiaries. The Village Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a "pay-as-you-go" basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

Funding Policy

The Village is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same *group insurance rates* that current employees are charged resulting in an *implicit* healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$602 to a maximum of \$1,258.

Plan Membership

Membership in the Plan was comprised of the following at October 1, 2017, the date of the latest actuarial valuation:

Active employees	158
Retirees and beneficiaries receiving benefits	5
Inactive employees	<u>0</u>
Total	<u>163</u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 10. POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Total OPEB Liability

The Village's total OPEB liability of \$474,518 was measured as of September 30, 2018, and was determined by an actuarial valuation as of October 1, 2017.

Actuarial Methods and Significant Assumptions: The actuarial methods and significant assumptions used to determine the Village's total OPEB liability for the current year are summarized as follows:

Actuarial Valuation:

Valuation Date	10/1/2017 with 9/30/2018 measurement date
Actuarial Cost Method	Entry age normal, level percent of pay

Assumptions:

Asset Valuation Method	N/A ⁽¹⁾
Discount Rate	3.64% ⁽²⁾
Post-retirement Benefit Increases	None
Health Care Cost Trend Rate	8.0% per year initially, reduced annually by .5% to an ultimate rate of 5.0%
Inflation Rate	3.0%
Projected Salary Increases	3.0%
Mortality Rates	RP-2014 Mortality Table with MP2016 projection

Amortization:

Method	Average of expected future working lifetime of the active group
Remaining Amortization Period	13 years

(1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2019.

(2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the S&P Municipal Bond 20-year High Grade Rate Index as of September 30, 2018.

Changes in the Total OPEB Liability

The changes in the total OPEB liability were as follows for the year ended September 30, 2019:

Total OPEB Liability at October 1, 2018	\$	448,805
Changes for the Current Year		
Service cost		25,178
Interest		16,054
Benefit payments		(15,519)
	Net Changes	25,713
Balances at September 30, 2019	\$	474,518

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 10. POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Changes in the Total OPEB Liability (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Village calculated using the current discount rate of 3.64%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.64%) or one percentage point higher (4.64%) than the current rate:

1.0% Decrease (2.64%)	Current Discount Rate (3.64%)	1.0% Increase (4.64%)
\$ 543,495	\$ 474,518	\$ 405,541

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Village calculated using the current healthcare cost trend rate of 8.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (7%) or one percentage point higher (9%) than the current rate:

1.0% Decrease (7.0%)	Current Discount Rate (8.0%)	1.0% Increase (9.0%)
\$ 416,870	\$ 474,518	\$ 543,464

OPEB Expense and Deferred Inflows/Outflows of Resources Related to OPEB

For the year ended September 30, 2019, the Village recognized OPEB expense of \$41,383. At September 30, 2019, the Village reported deferred inflows/outflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,807	\$ -
Balances at September 30, 2019	\$ 1,807	\$ -

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 10. POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

OPEB Expense and Deferred Inflows/Outflows of Resources Related to OPEB (Continued)

The amounts reported as deferred inflows/outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30,	Amount
2020	\$ (151)
2021	(151)
2022	(151)
2023	(151)
2024	(151)
Thereafter	(1,052)

NOTE 11. COMMITMENTS AND CONTINGENCIES

Contract Commitments

Construction contracts of the governmental activities consist of the following at September 30, 2019:

	Total Project Authorization	Expended through September 30, 2019	Contract Retainage Payable at September 30, 2019	Balance to Complete
Task #206 - Canal 11 Road Paving	\$ 852,425	\$ 461,107	\$ 14,183	\$ 377,135
Task #N/A- Library Re-flooring Project	71,124	61,852	6,872	2,400
Task #N/A- Library Fire Suppression System	29,514	17,456	-	12,058
Task #N/A- Library Security Access Imp.	11,652	11,077	-	575
Task #N/A- Library Furniture & Shelving	93,303	55,214	-	38,089
Task #253 - Pre-Fab Restroom SPP	80,616	4,744	-	75,872
Task #228 - Foxtail Park	57,696	49,801	-	7,895
Task #251 - Shade Structure RPP	22,276	13,176	-	9,100
Task #252 - RPP Fishing Dock	22,025	17,965	-	4,060
Task #255 - Pathway Park Phase I-III	232,019	156,742	-	75,277
	\$ 1,472,650	\$ 849,134	\$ 21,055	\$ 602,461

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2019

NOTE 11. COMMITMENTS AND CONTINGENCIES (Continued)

Contract Commitments (Continued)

Construction contracts of the business-type activities consist of the following at September 30, 2019::

	Total Project Authorization	Expended through September 30, 2019	Contract Retainage Payable at September 30, 2019	Balance to Complete
Task #216 - Replace Spiractors	\$ 974,427	\$ 158,158	\$ 7,673	\$ 808,596
Task #217 - Pump Station S. Congress	24,200	16,226	-	7,974
Task #218 - L/S Rehabilitation	696,944	94,272	-	602,672
Task #236 - Kent/Sussex to Kivey L/S	655,606	615,541	27,934	12,131
Task #234 - Prairie W&WW Line	43,222	38,722	-	4,500
Task #226 - SCADA Pratt WTP	93,966	60,144	-	33,822
Task #227 - SCADA Main WTP	93,966	60,144	-	33,822
Task #233 - L/S Rehabilitation	116,954	52,757	-	64,197
Task #238 - MIEX Regen Pratt WTP	248,899	89,437	-	159,462
Task #240 - Vacuum Station #1	29,282	15,435	-	13,847
Task #242 - Water Well #10	118,510	41,807	-	76,703
Task #243 - Well #11 Rehabilitation	60,084	35,041	-	25,043
Task #244 - Well #16 Rehabilitation	60,084	58,161	-	1,923
Task #247 - Utility Relocation Kudza	35,063	27,288	-	7,775
Task #272- Advanced Metering	212,140	1,765	-	210,375
Task #N/A- Tyler Cashing	12,480	4,800	-	7,680
Task #213 - Miller Road Drainage	92,390	17,904	-	74,486
Task #214 - Alemeda Drive Drainage	105,480	94,564	-	10,916
Task #248 - Frost Lake SW Imp	24,640	19,060	-	5,580
Task #249 - Lakewood Road SW Imp	23,098	15,187	-	7,911
Task #250 - Carol & Rex Ave SW Imp	71,230	14,140	-	57,090
	\$ 3,792,665	\$ 1,530,553	\$ 35,607	\$ 2,226,505

Contingencies

The Village is subject to a variety of lawsuits occurring in the normal course of business, the ultimate outcome of which is not presently determinable. In the opinion of management, after consultation with legal counsel, the resolution of any pending matters is not expected to have a significant impact on the financial condition of the Village.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received, might constitute a liability of the Village for the return of those funds.

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF PALM SPRINGS, FLORIDA

Budgetary Comparison Schedule

General Fund

Year Ended September 30, 2019

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes:				
Ad valorem taxes	\$ 4,106,334	\$ 4,106,334	\$ 4,144,780	\$ 38,446
Franchise fees	1,516,385	1,516,385	1,565,493	49,108
Utility service taxes	2,753,568	2,753,568	2,787,134	33,566
Business taxes	413,000	413,000	386,375	(26,625)
Total taxes	8,789,287	8,789,287	8,883,782	94,495
Permits:				
Building permits	953,908	953,908	1,253,340	299,432
Other permits	10,000	10,000	12,217	2,217
Total permits	963,908	963,908	1,265,557	301,649
Intergovernmental:				
State revenue sharing	943,737	943,737	952,709	8,972
Alcoholic beverage licenses	13,700	13,700	10,317	(3,383)
Municipal fuel tax refund	9,000	9,000	9,247	247
Local option gas tax	437,419	437,419	442,791	5,372
County occupational licenses	50,000	50,000	53,551	3,551
Half-cent sales tax	1,884,338	1,884,338	1,885,894	1,556
Local option sales tax	1,784,742	1,784,742	1,707,602	(77,140)
Grant revenue	793,761	793,761	754,000	(39,761)
Other intergovernmental revenue	54,000	54,000	167,563	113,563
Total intergovernmental	5,970,697	5,970,697	5,983,674	12,977
Charges for services:				
General government	544,019	544,019	566,472	22,453
Public safety	521,839	521,839	483,500	(38,339)
Physical environment	1,111,801	1,111,801	1,133,848	22,047
Transportation	7,000	7,000	7,100	100
Culture/recreation	257,810	257,810	209,380	(48,430)
Nonresident fees	10,000	10,000	165	(9,835)
Total charges for services	2,452,469	2,452,469	2,400,465	(52,004)
Fines and forfeitures:				
Judgements and fines	82,000	82,000	75,046	(6,954)
Other	285,000	285,000	145,791	(139,209)
Total fines and forfeitures	367,000	367,000	220,837	(146,163)
Contributions and donations	12,500	12,500	36,729	24,229

Continued

VILLAGE OF PALM SPRINGS, FLORIDA

Budgetary Comparison Schedule

General Fund (Continued)

Year Ended September 30, 2019

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Miscellaneous:				
Investment income	\$ 126,070	\$ 126,070	\$ 233,021	\$ 106,951
Facility rental	272,420	272,420	274,923	2,503
Miscellaneous revenue	9,800	9,800	176,946	167,146
Total miscellaneous	408,290	408,290	684,890	276,600
Total revenues	18,964,151	18,964,151	19,475,934	511,783
Other financing sources				
Transfer in	2,415,138	2,415,138	2,415,138	-
Subsequent year appropriation	1,471,258	1,471,258	-	(1,471,258)
Appropriated from restricted for sales tax	1,100,000	1,100,000	-	(1,100,000)
Total revenues and other financing sources	\$ 23,950,547	\$ 23,950,547	\$ 21,891,072	\$ (2,059,475)
Expenditures				
General government:				
Legislative:				
Personal services	\$ 53,786	\$ 53,786	\$ 51,167	\$ 2,619
Operating	161,787	159,787	136,932	22,855
Nonoperating	206,000	28,000	8,000	20,000
Total legislative	421,573	241,573	196,099	45,474
Executive:				
Personal services	815,489	815,489	728,548	86,941
Operating	88,501	88,501	68,380	20,121
Capital outlay	3,300	3,300	-	3,300
Total executive	907,290	907,290	796,928	110,362
Financial administration:				
Personal services	580,450	580,450	566,652	13,798
Operating	27,667	28,567	19,950	8,617
Capital outlay	9,800	8,900	5,012	3,888
Total financial administration	617,917	617,917	591,614	26,303
Legal:				
Operating	181,000	206,000	177,605	28,395
Information technology:				
Personal services	384,185	384,185	238,547	145,638
Operating	201,152	212,852	181,315	31,537
Capital outlay	92,100	80,400	37,880	42,520
Total information technology	677,437	677,437	457,742	219,695
Other general government:				
Personal services	2,500	2,500	-	2,500
Operating	216,236	217,936	193,740	24,196
Total other general government	218,736	220,436	193,740	26,696
Total general government	3,023,953	2,870,653	2,413,728	456,925

Continued

VILLAGE OF PALM SPRINGS, FLORIDA

Budgetary Comparison Schedule

General Fund (Continued)

Year Ended September 30, 2019

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Public safety:				
Planning, zoning and building:				
Personal services	\$ 783,459	\$ 783,459	\$ 576,907	\$ 206,552
Operating	180,284	278,164	259,747	18,417
Capital outlay	49,150	49,150	14,178	34,972
Nonoperating	100,000	117,120	117,113	7
Total planning, zoning and building	1,112,893	1,227,893	967,945	259,948
Law enforcement:				
Personal services	9,182,120	9,182,120	8,073,107	1,109,013
Operating	690,953	838,653	695,023	143,630
Capital outlay	1,371,460	1,221,460	800,569	420,891
Nonoperating	1,000	3,300	3,288	12
Total law enforcement	11,245,533	11,245,533	9,571,987	1,673,546
Total public safety	12,358,426	12,473,426	10,539,932	1,933,494
Physical environment:				
Sanitation services:				
Operating	1,071,731	1,076,731	1,075,033	1,698
Total sanitation services	1,071,731	1,076,731	1,075,033	1,698
Total physical environment	1,071,731	1,076,731	1,075,033	1,698
Transportation:				
Personal services	1,234,147	1,264,147	1,162,409	101,738
Operating	1,067,187	1,036,787	740,946	295,841
Capital outlay	1,118,000	1,118,400	694,130	424,270
Total transportation	3,419,334	3,419,334	2,597,485	821,849
Culture/recreation:				
Library:				
Personal services	656,762	656,762	604,385	52,377
Operating	187,392	216,167	110,044	106,123
Capital outlay	465,200	463,925	307,372	156,553
Total library	1,309,354	1,336,854	1,021,801	315,053
Parks and recreation:				
Personal services	568,238	565,833	514,268	51,565
Operating	412,328	414,733	392,762	21,971
Capital outlay	1,724,650	1,724,650	771,112	953,538
Total parks and recreation	2,705,216	2,705,216	1,678,142	1,027,074

Continued

VILLAGE OF PALM SPRINGS, FLORIDA*Budgetary Comparison Schedule**General Fund (Continued)**Year Ended September 30, 2019*

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Special events:				
Operating	\$ 62,533	\$ 68,333	\$ 61,661	\$ 6,672
Total special events	62,533	68,333	61,661	6,672
Total culture/recreation	4,077,103	4,110,403	2,761,604	1,348,799
Total expenditures	\$ 23,950,547	\$ 23,950,547	19,387,782	\$ 4,562,765
Net change in fund balance			2,503,290	
Fund balance, beginning of year			14,253,343	
Fund balance, end of year			\$ 16,756,633	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULE

SEPTEMBER 30, 2019

NOTE 1. BUDGETARY ACCOUNTING

State of Florida Statutes require that all municipal governments establish budgetary systems and approve annual operating budgets. The Council annually adopts an operating budget and appropriates funds for the General Fund. The procedures for establishing the budget are as follows:

- ❖ Prior to September 1, the Village Manager submits to the Council a proposed operating budget prepared for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- ❖ Public hearings are conducted to obtain taxpayer comments.
- ❖ The Village advises the County Property Appraiser of the proposed millage rate and the date, time and place of the public hearing for budget acceptance.
- ❖ The budget and related millage rate are legally enacted by ordinance.
- ❖ Changes or amendments to the budget of the Village or a department must be approved by the Council; however, changes within a department which do not affect the total departmental expenditures may be approved at the administrative level. Accordingly, the legal level of control is at the department level.

The adopted budgets are prepared on the modified accrual basis in accordance with U.S. generally accepted accounting principles. The reported budgetary data represents the final appropriated budget after amendments adopted by the Council. There were no supplemental appropriations adopted for the year ended September 30, 2019. Unexpended appropriations lapse at year end.

NOTE 2. ENCUMBRANCES

Encumbrance accounting, in which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized by the Village during the year. However, all encumbrances outstanding at year end lapse and, accordingly, there is no fund balance assigned for encumbrances at September 30, 2019.

NOTE 3. BUDGET AND ACTUAL COMPARISON

The budgetary comparison schedule is prepared on the basis of accounting used in preparing the appropriated budget. For budgetary purposes, proceeds from the sale of capital assets are included in budgeted revenues, but are considered "other financing sources" for GAAP. As a result, the General Fund revenues reported in the budgetary comparison schedule are \$45,530 more than the revenues reported on the basis of GAAP due to \$45,530 of proceeds from the sale of capital assets reported as an other financing source under GAAP.

VILLAGE OF PALM SPRINGS, FLORIDA

CONDITION RATING OF THE VILLAGE'S STREET SYSTEM

SEPTEMBER 30, 2019

Percentage of lane miles in good or better condition: 100%

Percentage of lane miles in substandard condition: 0%

Comparison of needed-to-actual maintenance/preservation:

	Needed	Actual	Difference
2010	\$ 124,900	\$ 119,735	\$ 5,165
2011	125,000	110,127	14,873
2012	42,950	25,029	17,921
2013	124,000	122,145	1,855
2014	144,805	141,553	3,252
2015	170,000	151,463	18,537
2016	540,500	523,022	17,478
2017	845,822	611,980	233,842
2018	370,000	99,409	270,591
2019	474,600	308,997	165,603
Total	\$ 2,962,577	\$ 2,213,460	\$ 749,117

The condition of street pavement is rated using the Asphalt Pavement Rating Form as developed by the Asphalt Institute. The Asphalt Pavement Rating Form is based on a weighted average of thirteen defects found in pavement services. The form uses a measurement scale that is based on a condition index rating from zero for failed pavement to 100 for pavement in perfect condition. The condition index is used to classify roads in seven categories: excellent (100-85), very good (84-70), good (69-55), fair (54-40), poor (39-25), very poor (24-10), and failed (9-0). It is the Village's policy to maintain at least 80% of its street system at a good or better condition. Needed maintenance is calculated based upon inspections and the condition assessment index.

In accordance with GASB Statement No. 34, the Village was required to report at least one complete condition assessment at transition using the modified approach. The condition assessment was completed by the Village in 2003 and documented that eligible infrastructure assets are being preserved at or above the condition level established by the Village. The Village evaluates 1/3 of the network each year. In FY 2019, the Village is in year 1 of the sixth cycle of assessments. The assessments continue to indicate that the Village has maintained the network in accordance with Village policy.

The Village calculates needed maintenance of its street system annually. However, the scheduling of these street projects often crosses fiscal years. Also, many streets are restored as utility work is performed. Therefore, actual maintenance may be less than or greater than the calculated needed maintenance in any fiscal year.

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of Changes in the Net Pension Liability and Related Ratios - General Employees Pension Fund Last Six Fiscal Years

	Measurement Date September 30,	
	2019	2018
Total Pension Liability		
Service cost	\$ 379,392	\$ 371,772
Interest	1,776,251	1,728,787
Differences between expected and actual experience	(561,920)	(205,918)
Changes of assumptions	913,998	866,043
Benefit payments, including refunds	(1,106,461)	(1,004,991)
Net change in total pension liability	1,401,260	1,755,693
Total pension liability, beginning of fiscal year	27,501,283	25,745,590
Total pension liability, end of fiscal year (a)	\$ 28,902,543	\$ 27,501,283
Plan Fiduciary Net Position		
Contributions		
Employer	\$ 831,216	\$ 862,047
Plan members	53,804	59,854
Net investment income (loss)	808,284	2,291,631
Benefit payments, including refunds	(1,106,461)	(1,004,991)
Administration expense	(62,854)	(63,308)
Net change in plan fiduciary net position	523,989	2,145,233
Plan fiduciary net position, beginning of fiscal year	26,551,744	24,406,511
Plan fiduciary net position, end of fiscal year (b)	\$ 27,075,733	\$ 26,551,744
Net Pension Liability, end of fiscal year [(a)-(b)]	\$ 1,826,810	\$ 949,539
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	93.7%	96.5%
Covered Payroll	\$ 1,793,426	\$ 1,995,144
Net Pension Liability as a Percentage of Covered Payroll	101.9%	47.6%

Notes to Schedule:

Effective June 30, 2010, the General Employees Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). A total of 38 active participants of the General Employees Pension Plan elected to join FRS and the remaining participants stayed in the Village plan. New employees hired after June 30, 2010 are required to join FRS.

Information prior to adoption of GASB Statement No. 67 in fiscal year 2014 is not available.

Measurement Date September 30,			
2017	2016	2015	2014
\$ 364,562	\$ 339,321	\$ 366,097	\$ 366,898
1,685,440	1,583,402	1,572,611	1,487,114
(325,072)	(429,411)	(930,661)	(498,125)
777,414	2,358,552	-	1,199,760
(950,966)	(877,324)	(811,678)	(708,034)
1,551,378	2,974,540	196,369	1,847,613
24,194,212	21,219,672	21,023,303	19,175,690
\$ 25,745,590	\$ 24,194,212	\$ 21,219,672	\$ 21,023,303
\$ 828,922	\$ 1,088,264	\$ 1,061,229	\$ 1,158,775
64,047	72,094	80,731	86,400
2,674,644	2,139,230	(110,389)	1,485,554
(950,966)	(877,324)	(811,678)	(708,035)
(63,858)	(66,848)	(58,933)	(54,383)
2,552,789	2,355,416	160,960	1,968,311
21,853,722	19,498,306	19,337,346	17,369,035
\$ 24,406,511	\$ 21,853,722	\$ 19,498,306	\$ 19,337,346
\$ 1,339,079	\$ 2,340,490	\$ 1,721,366	\$ 1,685,957
94.8%	90.3%	91.9%	92.0%
\$ 2,134,889	\$ 2,403,161	\$ 2,691,095	\$ 2,880,000
62.7%	97.4%	64.0%	58.5%

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of Changes in the Net Pension Liability and Related Ratios - Police Officers Pension Fund

Last Six Fiscal Years

	Measurement Date September 30,	
	2019	2018
Total Pension Liability		
Service cost	\$ 339,484	\$ 403,228
Interest	2,205,109	2,143,645
Differences between expected and actual experience	(264,614)	(279,697)
Changes of assumptions	197,669	124,812
Benefit payments, including refunds	(1,020,976)	(965,601)
Net change in total pension liability	1,456,672	1,426,387
Total pension liability, beginning of fiscal year	30,865,052	29,438,665
Total pension liability, end of fiscal year (a)	\$ 32,321,724	\$ 30,865,052
Plan Fiduciary Net Position		
Contributions		
Employer and State	\$ 1,576,472	\$ 1,552,848
Plan members	106,132	103,813
Net investment income (loss)	1,498,097	2,590,957
Benefit payments, including refunds	(1,020,976)	(965,601)
Administration expense	(61,655)	(74,187)
Net change in plan fiduciary net position	2,098,070	3,207,830
Plan fiduciary net position, beginning of fiscal year	29,880,834	26,673,004
Plan fiduciary net position, end of fiscal year (b)	\$ 31,978,904	\$ 29,880,834
Net Pension Liability, end of fiscal year [(a)-(b)]	\$ 342,820	\$ 984,218
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	98.9%	96.8%
Covered Payroll	\$ 1,608,072	\$ 1,572,925
Net Pension Liability as a Percentage of Covered Payroll	21.3%	62.6%

Notes to Schedule:

Effective October 1, 2009, the Village contracted with Palm Beach County for fire protection and emergency medical services. As a result, the existing Hazardous Employees Pension Plan was renamed the Police Officers Pension Plan and was closed to new Firefighter members and the benefits of current Firefighter members were frozen. Effective June 30, 2010, the Police Officers Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). Nine police officers elected to join FRS on July 1, 2010 and the remaining participants stayed in the Village plan. New police officers hired after June 30, 2010 are required to join FRS.

Information prior to adoption of GASB Statement No. 67 in fiscal year 2014 is not available.

Measurement Date September 30,			
2017	2016	2015	2014
\$ 427,032	\$ 410,669	\$ 360,751	\$ 375,327
2,068,372	1,944,254	1,850,070	1,763,202
216,592	(181,834)	81,981	391,759
80,318	76,322	-	-
(938,666)	(888,548)	(878,850)	(1,443,990)
1,853,648	1,360,863	1,413,952	1,086,298
27,585,017	26,224,154	24,810,202	23,723,904
\$ 29,438,665	\$ 27,585,017	\$ 26,224,154	\$ 24,810,202
\$ 1,543,986	\$ 1,540,740	\$ 1,499,908	\$ 1,424,890
116,150	123,992	117,695	122,123
2,948,909	1,951,061	(33,224)	1,966,660
(938,666)	(888,548)	(878,850)	(1,443,991)
(65,525)	(75,264)	(59,585)	(50,689)
3,604,854	2,651,981	645,944	2,018,993
23,068,150	20,416,169	19,770,225	17,751,232
\$ 26,673,004	\$ 23,068,150	\$ 20,416,169	\$ 19,770,225
\$ 2,765,661	\$ 4,516,867	\$ 5,807,985	\$ 5,039,977
90.6%	83.6%	77.9%	79.7%
\$ 1,759,837	\$ 1,878,665	\$ 1,783,252	\$ 1,868,460
157.2%	240.4%	325.7%	269.7%

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of Village Contributions - Pension Trust Funds

Last Ten Fiscal Years

	Fiscal Year Ended September 30,			
	2019	2018	2017	2016
General Employees Pension Fund				
Actuarially determined contribution	\$ 809,354	\$ 801,394	\$ 777,969	\$ 948,927
Contributions in relation to actuarially determined contribution	831,216	862,047	828,922	1,088,264
Contribution deficiency (excess)	<u>\$ (21,862)</u>	<u>\$ (60,653)</u>	<u>\$ (50,953)</u>	<u>\$ (139,337)</u>
Covered payroll	<u>\$ 1,793,426</u>	<u>\$ 1,995,144</u>	<u>\$ 2,134,889</u>	<u>\$ 2,403,161</u>
Contributions as a percentage of covered payroll	<u>46.3%</u>	<u>43.2%</u>	<u>38.8%</u>	<u>45.3%</u>
Police Officers Pension Fund				
Actuarially determined contribution	\$ 1,029,719	\$ 1,235,835	\$ 1,284,202	\$ 1,341,587
Contributions in relation to actuarially determined contribution	1,576,472	1,552,848	1,543,986	1,540,740
Contribution deficiency (excess)	<u>\$ (546,753)</u>	<u>\$ (317,013)</u>	<u>\$ (259,784)</u>	<u>\$ (199,153)</u>
Covered payroll	<u>\$ 1,608,072</u>	<u>\$ 1,572,925</u>	<u>\$ 1,759,837</u>	<u>\$ 1,878,665</u>
Contributions as a percentage of covered payroll	<u>98.0%</u>	<u>98.7%</u>	<u>87.7%</u>	<u>82.0%</u>

Notes to Schedule:	General Employees	Police Officers
Actuarial valuation date	10/1/2019	10/1/2019
Actuarial measurement date	9/30/2019	9/30/2019
Actuarial methods and assumptions used to determine contribution rates:		
Actuarial cost method	Entry Age Normal	Entry Age Normal
Amortization method	Level Dollar, Closed	Level Percent of Payroll, Closed
Amortization period:		
Gains and losses	5 years	15 years
Assumption, method and plan changes	5 years	20 years
Asset valuation method	5-Year Smoothed	4-Year Smoothed
Inflation, per year	2.00%	2.75%
Salary increases (with inflation), per year	4.6% - 8.3%	4.0% - 5.25%
Investment rate of return (net of expenses, with inflation), per year	6.25%	7.30%
Cost of living adjustments	3.0%	3.0%
Retirement age	Age 62 with 5 years service	Experience-based rates specific to eligibility
Mortality	RP-2000 Fully Generational BB	RP-2000 Blue Collar Adj.

Actuarial Assumption Changes

General Employees - In 2014, the discount rate was reduced from 7.75% to 7.5% and the RP-2000 Combined Mortality Table was adopted on a fully generational basis using Scale AA. In 2016, the discount rate was reduced from 7.5% to 7.0%.

In 2017, the discount rate was reduced from 7.0% to 6.75%. In 2018, the discount rate was reduced from 6.75% to 6.50%.

In 2019, the discount rate was reduced from 6.5% to 6.25% and the inflation rate was reduced from 2.5% to 2.0%.

Police Officers - In 2016, the discount rate was reduced from 7.5% to 7.45%. In 2017, the discount rate was reduced from 7.45% to 7.40%. In 2018 the discount rate was reduced from 7.4 % to 7.35%. In 2019 the discount rate was reduced from 7.35 % to 7.30%.

Fiscal Year Ended September 30,					
2015	2014	2013	2012	2011	2010
\$ 963,970	\$ 1,017,458	\$ 978,877	\$ 875,999	\$ 718,424	\$ 1,018,543
1,061,229	1,158,775	1,027,980	939,845	763,780	1,109,644
\$ (97,259)	\$ (141,317)	\$ (49,103)	\$ (63,846)	\$ (45,356)	\$ (91,101)
\$ 2,691,095	\$ 2,880,000	\$ 3,085,966	\$ 3,074,143	\$ 3,150,980	\$ 4,358,141
39.4%	40.2%	33.3%	30.6%	24.2%	25.5%
\$ 1,455,934	\$ 1,421,664	\$ 1,343,382	\$ 1,194,290	\$ 1,008,995	\$ 952,994
1,499,908	1,424,890	1,343,382	1,194,290	1,008,995	952,994
\$ (43,974)	\$ (3,226)	\$ -	\$ -	\$ -	\$ -
\$ 1,783,252	\$ 1,868,460	\$ 1,666,560	\$ 1,850,308	\$ 1,734,067	\$ 2,256,082
84.1%	76.3%	80.6%	64.5%	58.2%	42.2%

Notes to Schedule (Continued):

Actuarial Assumption Changes - Police Officers Pension Fund

In 2012, inflation was updated to 3.5%, salary increases were updated to 4.5% to 7.5% depending on age (including inflation) and the net rate of return was updated to 7.5%, compounded annually net of investment expense. In 2017 inflation was updated from 3.5% to 2.75% and salary increases updated from 4.5% - 7.5% to 4.0% - 5.25%.

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of the Village's Proportionate Share of the Net Pension Liability -

Florida Retirement System (FRS) Pension Plan

Last Six Fiscal Years

	Measurement Date June 30,	
	2019	2018
Village's proportion of the net pension liability	0.025071694%	0.023454989%
Village's proportionate share of the net pension liability	\$ 8,634,342	\$ 7,064,764
Village covered payroll	\$ 7,035,255	\$ 6,322,362
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	122.73%	111.74%
Plan fiduciary net position as a percentage of the total pension liability	82.6%	84.3%

Notes to Schedule:

Actuarial valuation date	7/1/2019
Actuarial measurement date	6/30/2019
Actuarial methods and assumptions used to determine contribution rates:	
Discount rate - 2019	6.90%
Discount rate - 2018	7.00%
Discount rate - 2017	7.10%
Discount rate - 2016	7.60%
Discount rate - 2014-2015	7.65%
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	30 years
Assumption, method and plan changes	30 years
Asset valuation method	Fair Market Value 5-year smoothed
Inflation, per year	2.60%
Salary increases (with inflation), per year	3.25%
Investment rate of return (net of expenses, with inflation), per year	6.90%
Payroll growth	3.25%
Cost of living adjustments	3.0% pre-July 2011, 0% thereafter
Retirement age	Varies by tier and member class
Mortality	PUB-2010 base table with Scale MP-2018

Information prior to adoption of GASB Statement No. 67 by FRS in fiscal year 2014 is not available.

Measurement Date June 30,			
2017	2016	2015	2014
0.023345965%	0.022078733%	0.018711284%	0.016576782%
\$ 6,905,580	\$ 5,574,897	\$ 2,416,813	\$ 1,011,427
\$ 6,039,789	\$ 5,488,748	\$ 4,800,805	\$ 4,411,337
114.33%	101.57%	50.34%	22.93%
83.9%	84.9%	92.0%	96.1%

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of the Village's Proportionate Share of the Net Pension Liability -

Florida Retiree Health Insurance Subsidy (HIS) Trust Fund

Last Six Fiscal Years

	Measurement Date June 30,	
	2019	2018
Village's proportion of the net pension liability	0.021032668%	0.019383990%
Village's proportionate share of the net pension liability	\$ 2,353,345	\$ 2,051,623
Village covered-employee payroll	\$ 7,035,255	\$ 6,322,362
Village's proportionate share of the net pension liability as a percentage of Village covered-employee payroll	33.45%	32.45%
Plan fiduciary net position as a percentage of the total pension liability	2.6%	2.1%

Notes to Schedule:

Actuarial valuation date	7/1/2019
Actuarial measurement date	6/30/2019
Actuarial methods and assumptions used to determine contribution rates:	
Discount rate - 2019	3.50%
Discount rate - 2018	3.87%
Discount rate - 2017	3.58%
Discount rate - 2016	2.85%
Discount rate - 2014-2015	3.80%
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	30 years
Assumption, method and plan changes	30 years
Asset valuation method	Fair Market Value
Inflation, per year	2.60%
Salary increases (with inflation), per year	3.25%
Investment rate of return (net of expenses, with inflation), per year	N/A
Payroll growth	3.25%
Cost of living adjustments	N/A
Retirement age	N/A
Mortality	PUB-2010 base table with Scale MP-2018

Information prior to adoption of GASB Statement No. 67 by FRS in fiscal year 2014 is not available.

Measurement Date June 30,			
2017	2016	2015	2014
0.019023794%	0.017833547%	0.015937384%	0.014456936%
\$ 2,034,112	\$ 2,078,426	\$ 1,625,362	\$ 1,351,759
\$ 6,039,789	\$ 5,488,748	\$ 6,039,789	\$ 4,411,337
33.68%	37.87%	26.91%	30.64%
1.6%	1.0%	0.5%	1.0%

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of Village Contributions - Florida Retirement System FRS and HIS Plans

Last Six Fiscal Years

	Fiscal Year Ended September 30,	
	2019	2018
Florida Retirement System (FRS) Pension Plan		
Contractually required Village contribution	\$ 799,161	\$ 682,850
Contributions in relation to the contractually required Village contribution	799,161	682,850
Contribution deficiency (excess)	\$ -	\$ -
Village covered payroll	\$ 7,248,956	\$ 6,401,551
Contributions as a percentage of Village covered payroll	11.0%	10.7%
Florida Retiree Health Insurance Subsidy (HIS) Trust Fund		
Contractually required Village contribution	\$ 120,348	\$ 106,426
Contributions in relation to the contractually required Village contribution	120,348	106,426
Contribution deficiency (excess)	\$ -	\$ -
Village covered payroll	\$ 7,248,956	\$ 6,401,551
Contributions as a percentage of Village covered payroll	1.7%	1.7%

Note to Schedule:

Information prior to adoption of GASB Statement No. 67 by FRS in fiscal year 2014 is not available.

Fiscal Year Ended September 30,			
2017	2016	2015	2014
\$ 617,847	\$ 568,454	\$ 474,857	\$ 363,102
<u>617,847</u>	<u>568,454</u>	<u>474,857</u>	<u>363,102</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ 6,250,249</u>	<u>\$ 5,586,304</u>	<u>\$ 4,952,601</u>	<u>\$ 4,412,822</u>
<u>9.9%</u>	<u>10.2%</u>	<u>9.6%</u>	<u>8.2%</u>
\$ 101,046	\$ 95,521	\$ 60,923	\$ 49,525
<u>101,046</u>	<u>95,521</u>	<u>60,923</u>	<u>49,525</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ 6,250,249</u>	<u>\$ 5,586,304</u>	<u>\$ 4,952,601</u>	<u>\$ 4,412,822</u>
<u>1.6%</u>	<u>1.7%</u>	<u>1.2%</u>	<u>1.1%</u>

VILLAGE OF PALM SPRINGS, FLORIDA*Required Supplementary Information**Schedule of Investment Returns**Last Six Fiscal Years*

Fiscal Year Ended September 30,	Annual money-weighted rate of return, net of investment expenses			
	General Employees Pension Fund	Police Officers Pension Fund	Florida Retirement System (FRS)	Florida Retiree Health Insurance Subsidy (HIS) Trust Fund
2019	2.86 %	4.84 %	5.98%	0.00%
2018	9.18 %	9.56 %	9.28%	0.00%
2017	11.99 %	12.51 %	13.59%	0.00%
2016	10.53 %	9.24 %	0.57%	0.00%
2015	(.87)%	(.47)%	3.77%	0.00%
2014	8.25 %	11.04 %	17.57%	0.00%

Note to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

Information prior to adoption of GASB Statement No. 67 in fiscal year 2014 is not available.

VILLAGE OF PALM SPRINGS, FLORIDA

Required Supplementary Information

Schedule of Changes in the Total OPEB Liability and Related Ratios

Last Two Fiscal Years

	Measurement Date	
	September 30,	
	2019	2018
Total OPEB Liability		
Service cost	\$ 25,178	\$ 23,702
Interest	16,054	15,113
Differences between expected and actual experience	-	2,109
Benefit payments	(15,519)	(14,609)
Net change in total OPEB liability	25,713	26,315
Total OPEB liability, beginning of fiscal year	448,805	422,490
Total OPEB liability, end of fiscal year	\$ 474,518	\$ 448,805
 Village Covered Employee Payroll	 \$ 10,643,209	 \$ 9,399,015
 Net OPEB Liability as a Percentage of Village Covered Employee Payroll	 4.5%	 4.8%

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the Standard & Poors Municipal Bond 20-year High Grade Rate Index.

**COMBINING FUND
FINANCIAL STATEMENTS AND
DEBT SCHEDULES**

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Fund – Special revenue funds are used to account for specific revenues that are restricted to expenditure for particular purposes. The Village's only Special Revenue Fund is the Law Enforcement Fund.

Law Enforcement Fund – Accounts for proceeds from law enforcement forfeitures that are legally restricted to expenditures for law enforcement purposes.

Debt Service Fund – Debt service funds are used to account for assets held for the repayment of principal and interest on general obligation debt.

VILLAGE OF PALM SPRINGS, FLORIDA*Combining Balance Sheet**Nonmajor Governmental Funds**September 30, 2019*

	Special Revenue Fund		Debt Service Fund	Total Nonmajor Governmental Funds
	Law Enforcement Fund			
Assets				
Cash and cash equivalents	\$ 54,669	\$	247,249	\$ 301,918
Total assets	\$ 54,669	\$	247,249	\$ 301,918
Fund balances				
Restricted for:				
Law enforcement	\$ 54,669	\$	-	\$ 54,669
Debt service	-		247,249	247,249
Total fund balances	\$ 54,669	\$	247,249	\$ 301,918

VILLAGE OF PALM SPRINGS, FLORIDA

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

Year Ended September 30, 2019

	Special Revenue Fund	Debt Service Fund	Total Nonmajor Governmental Funds
	Law Enforcement Fund		
Revenues			
Taxes	\$ -	\$ 448,668	\$ 448,668
Confiscated property	10,357	-	10,357
Miscellaneous	3	-	3
Total revenues	10,360	448,668	459,028
Expenditures			
Debt service:			
Principal	-	298,323	298,323
Interest and other fiscal charges	-	134,138	134,138
Total expenditures	-	432,461	432,461
Excess of revenues over expenditures	10,360	16,207	26,567
Net change in fund balances	10,360	16,207	26,567
Fund balances, beginning of year	44,309	231,042	275,351
Fund balances, end of year	\$ 54,669	\$ 247,249	\$ 301,918

FIDUCIARY FUNDS

General Employees Pension Fund – The general employees pension fund is used to account for the defined benefit pension plan for the general employees of the Village.

Police Officers Pension Fund – The police officers pension fund is used to account for the defined benefit pension plan for the police officers of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

Combining Statement of Fiduciary Net Position

Fiduciary Funds

September 30, 2019

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Assets			
Cash and cash equivalents	\$ 625,569	\$ 716,104	\$ 1,341,673
Receivables:			
Accounts receivable	39	-	39
Interest and dividends	35,062	42,229	77,291
Investments:			
U.S. Treasury securities	1,576,023	1,770,063	3,346,086
U.S. Government agencies	1,788,058	1,483,511	3,271,569
Mortgage and asset-backed securities	78,275	163,073	241,348
Domestic corporate bonds	2,209,323	2,654,132	4,863,455
International fixed income mutual fund	1,123,599	1,354,932	2,478,531
Domestic equity securities and mutual fund	2,739,887	17,933,693	20,673,580
Foreign equity securities and mutual fund	14,327,558	2,915,998	17,243,556
Real estate investment account	2,587,151	2,958,904	5,546,055
Total investments	26,429,874	31,234,306	57,664,180
Total assets	\$ 27,090,544	\$ 31,992,639	\$ 59,083,183
Liabilities			
Accounts payable	\$ 14,811	\$ 13,735	\$ 28,546
Total liabilities	\$ 14,811	\$ 13,735	\$ 28,546
Net position			
Net position restricted for pension benefits	\$ 27,075,733	\$ 31,978,904	\$ 59,054,637
Total net position	\$ 27,075,733	\$ 31,978,904	\$ 59,054,637

VILLAGE OF PALM SPRINGS, FLORIDA

Combining Statement of Changes in Fiduciary Net Position

Fiduciary Funds

Year Ended September 30, 2019

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Additions			
Contributions:			
Employer	\$ 831,216	\$ 1,422,000	\$ 2,253,216
Plan members	53,804	106,132	159,936
State of Florida	-	154,472	154,472
Total contributions	885,020	1,682,604	2,567,624
Investment income:			
Interest	147,394	140,891	288,285
Dividends	482,424	1,153,924	1,636,348
Net increase in fair value of investments	219,810	229,967	449,777
Investment expenses	(41,344)	(26,685)	(68,029)
Net investment income	808,284	1,498,097	2,306,381
Total additions	1,693,304	3,180,701	4,874,005
Deductions			
Administration	62,854	61,655	124,509
Benefits	1,106,461	1,020,976	2,127,437
Total deductions	1,169,315	1,082,631	2,251,946
Net increase in plan net position	523,989	2,098,070	2,622,059
Net position restricted for pension benefits, beginning of year	26,551,744	29,880,834	56,432,578
Net position restricted for pension benefits, end of year	\$ 27,075,733	\$ 31,978,904	\$ 59,054,637

SCHEDULES OF LONG-TERM DEBT TO MATURITY

VILLAGE OF PALM SPRINGS, FLORIDA

Combining Schedule of Debt Service Requirements

(Principal and Interest) to Maturity

September 30, 2019

Fiscal Year Ending September 30,	Governmental		Total
	Activities		
	General	Business-type	
	Obligation	Activities	
	Note	Note	
	Payable	Payable	
2020	\$ 430,917	\$ 942,237	\$ 1,373,154
2021	429,334	942,237	1,371,571
2022	427,715	942,237	1,369,952
2023	426,056	942,237	1,368,293
2024	424,358	942,237	1,366,595
2025	422,618	942,237	1,364,855
2026	420,836	942,237	1,363,073
2027	419,011	942,237	1,361,248
2028	417,142	942,237	1,359,379
2029	415,229	942,237	1,357,466
2030	413,271	942,237	1,355,508
2031	411,264	942,237	1,353,501
2032	204,866	942,237	1,147,103
2033	-	942,241	942,241
Total	\$ 5,262,617	\$ 13,191,322	\$ 18,453,939

VILLAGE OF PALM SPRINGS, FLORIDA

\$6,477,462 General Obligation Note, dated February 24, 2012

Fiscal Year		Principal		Interest		Total	Interest Rate
Ending September 30,	February 1	August 1	February 1	August 1			
2020	\$ 151,841	\$ 153,655	\$ 63,813	\$ 61,608	\$ 430,917	2.905%	
2021	155,491	157,349	59,376	57,118	429,334	2.905%	
2022	159,230	161,133	54,832	52,520	427,715	2.905%	
2023	163,058	165,007	50,180	47,811	426,056	2.905%	
2024	166,979	168,974	45,415	42,990	424,358	2.905%	
2025	170,993	173,037	40,536	38,052	422,618	2.905%	
2026	175,104	177,197	35,539	32,996	420,836	2.905%	
2027	179,314	181,457	30,422	27,818	419,011	2.905%	
2028	183,626	185,820	25,182	22,514	417,142	2.905%	
2029	188,040	190,287	19,817	17,085	415,229	2.905%	
2030	192,561	194,863	14,322	11,525	413,271	2.905%	
2031	197,191	199,547	8,695	5,831	411,264	2.905%	
2032	201,933	-	2,933	-	204,866	2.905%	
Total	\$ 2,285,361	\$ 2,108,326	\$ 451,062	\$ 417,868	\$ 5,262,617		

VILLAGE OF PALM SPRINGS, FLORIDA

\$14,352,351 Water and Sewer Promissory Note, dated April 15, 2013

Fiscal Year Ending September 30,	Principal		Interest		Total	Interest Rate
	November 1	May 1	November 1	May 1		
2020	\$ 314,621	\$ 319,190	\$ 156,498	\$ 151,928	\$ 942,237	2.905%
2021	323,826	328,529	147,292	142,590	942,237	2.905%
2022	333,301	338,142	137,818	132,976	942,237	2.905%
2023	343,053	348,035	128,066	123,083	942,237	2.905%
2024	353,090	358,218	118,029	112,900	942,237	2.905%
2025	363,421	368,699	107,698	102,419	942,237	2.905%
2026	374,054	379,487	97,064	91,632	942,237	2.905%
2027	384,998	390,590	86,120	80,529	942,237	2.905%
2028	396,263	402,018	74,856	69,100	942,237	2.905%
2029	407,857	413,780	63,262	57,338	942,237	2.905%
2030	419,790	425,887	51,328	45,232	942,237	2.905%
2031	432,073	438,348	39,046	32,770	942,237	2.905%
2032	444,714	451,173	26,404	19,946	942,237	2.905%
2033	457,726	464,378	13,392	6,745	942,241	2.905%
Total	\$ 5,348,787	\$ 5,426,474	\$ 1,246,873	\$ 1,169,188	\$ 13,191,322	

STATISTICAL SECTION

STATISTICAL SECTION

This part of the Village of Palm Springs' comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village of Palm Springs' overall financial health.

Contents	Page
Financial Trends	100
<i>These schedules contain trend information to help the reader understand how the Village of Palm Springs' financial performance and well-being have changed over time.</i>	
Revenue Capacity	113
<i>These schedules contain information to help the reader assess the Village of Palm Springs' most significant local revenue sources, the property tax and water and sewer revenue.</i>	
Debt Capacity	118
<i>These schedules present information to help the reader assess the affordability of the Village of Palm Springs' current levels of outstanding debt and the Village of Palm Springs' ability to issue additional debt in the future.</i>	
Demographic and Economic Information	122
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village of Palm Springs' financial activities take place.</i>	
Operating Information	124
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the Village of Palm Springs' financial report relates to the services the Village of Palm Springs provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

VILLAGE OF PALM SPRINGS, FLORIDA

Net Position by Component

Last Ten Fiscal Years

Accrual Basis of Accounting

	Fiscal Year			
	2010	2011	2012	2013
Governmental activities				
Net investment in capital assets	\$ 7,849,679	\$ 7,886,263	\$ 7,814,268	\$ 8,421,324
Restricted	51,554	74,591	36,542	173,140
Unrestricted (deficit)	5,142,613	5,925,371	6,149,891	5,700,543
Total governmental activities net position	\$ 13,043,846	\$ 13,886,225	\$ 14,000,701	\$ 14,295,007
Business-type activities				
Net investment in capital assets	\$ 33,504,764	\$ 34,478,958	\$ 36,404,485	\$ 34,510,573
Restricted	1,232,301	1,185,083	1,068,872	-
Unrestricted	1,337,640	2,719,288	3,402,239	8,326,003
Total business-type activities net position	\$ 36,074,705	\$ 38,383,329	\$ 40,875,595	\$ 42,836,576
Primary government				
Net investment in capital assets	\$ 41,354,443	\$ 42,365,221	\$ 44,218,752	\$ 42,931,897
Restricted	1,283,855	1,259,674	1,105,414	173,140
Unrestricted	6,480,253	8,644,659	9,552,129	14,026,546
Total primary government net position	\$ 49,118,551	\$ 52,269,554	\$ 54,876,296	\$ 57,131,583

Note: GASB Statement No. 68 was adopted for 2015 resulting in the reduction of unrestricted net position by approximately \$11 million for net pension liabilities of the Village's defined benefit pension plans.

Fiscal Year					
2014	2015	2016	2017	2018	2019
\$ 8,549,304	\$ 8,975,454	\$ 9,045,692	\$ 9,696,530	\$ 10,168,421	\$ 12,007,314
199,423	220,651	265,623	1,413,016	2,694,732	3,790,452
5,896,704	(1,336,279)	128,127	724,425	3,340,999	4,593,586
<u>\$ 14,645,431</u>	<u>\$ 7,859,826</u>	<u>\$ 9,439,442</u>	<u>\$ 11,833,971</u>	<u>\$ 16,204,152</u>	<u>\$ 20,391,352</u>
\$ 33,752,308	\$ 36,619,254	\$ 35,225,407	\$ 34,619,498	\$ 35,346,033	\$ 36,936,597
-	-	-	-	-	-
12,361,298	11,936,786	18,310,727	23,050,351	26,410,896	29,391,851
<u>\$ 46,113,606</u>	<u>\$ 48,556,040</u>	<u>\$ 53,536,134</u>	<u>\$ 57,669,849</u>	<u>\$ 61,756,929</u>	<u>\$ 66,328,448</u>
\$ 42,301,612	\$ 45,594,708	\$ 44,271,099	\$ 44,316,028	\$ 45,514,454	\$ 48,943,911
199,423	220,651	265,623	1,413,016	2,694,732	3,790,452
18,258,002	10,600,507	18,438,854	23,774,776	29,751,895	33,985,437
<u>\$ 60,759,037</u>	<u>\$ 56,415,866</u>	<u>\$ 62,975,576</u>	<u>\$ 69,503,820</u>	<u>\$ 77,961,081</u>	<u>\$ 86,719,800</u>

VILLAGE OF PALM SPRINGS, FLORIDA

Changes in Net Position

Last Ten Fiscal Years

Accrual Basis of Accounting

	Fiscal Year			
	2010	2011	2012	2013
Expenses				
Governmental activities:				
General government	\$ 1,630,953	\$ 1,667,207	\$ 1,732,639	\$ 1,973,168
Public safety	6,617,900	6,433,149	7,271,962	7,574,060
Physical environment	715,654	856,370	891,160	951,966
Transportation	994,731	1,026,758	927,757	1,103,302
Culture/recreation	1,696,739	1,684,424	1,864,707	1,845,343
Interest on long-term debt	357,189	350,260	369,275	149,486
Total governmental activities expenses	12,013,166	12,018,168	13,057,501	13,597,325
Business-type activities:				
Water/Sewer Utility	11,310,728	10,996,082	11,470,128	12,370,744
Stormwater Utility	-	-	-	-
Total business-type activities expenses	11,310,728	10,996,082	11,470,128	12,370,744
Total primary government expenses	\$ 23,323,894	\$ 23,014,250	\$ 24,527,629	\$ 25,968,069
Program Revenues				
Governmental activities:				
Charges for services:				
General government	\$ 237,648	\$ 300,037	\$ 399,433	\$ 493,069
Public safety	924,366	1,458,760	1,239,586	1,110,553
Physical environment	827,277	882,409	883,230	924,432
Culture/recreation	397,724	408,706	393,644	332,020
Operating grants and contributions:				
General government	697	2,800	7,200	4,669
Public safety	300,295	308,271	309,576	167,967
Physical environment	35,684	54,982	34,627	22,304
Transportation	52,447	54,020	68,854	69,743
Culture/recreation	17,435	14,034	16,741	19,128
Capital grants and contributions:				
General government	40,002	13,544	27,755	35,237
Public safety	64,729	60,400	93,016	82,870
Transportation	-	-	-	-
Culture/recreation	-	-	-	250,000
Total governmental activities program revenues	2,898,304	3,557,963	3,473,665	3,511,992
Business-type activities:				
Charges for services:				
Water/Sewer Utility	13,109,032	13,871,774	14,510,608	15,065,056
Stormwater Utility	-	-	-	-
Capital grants and contributions:				
Water/Sewer Utility	741,905	871,217	979,989	250,582
Total business-type activities program revenues	13,850,937	14,742,991	15,490,597	15,315,638
Total primary government program revenues	\$ 16,749,241	\$ 18,300,954	\$ 18,964,262	\$ 18,827,630
Net (expense)/revenue				
Governmental activities	\$ (9,114,862)	\$ (8,460,205)	\$ (9,583,837)	\$ (10,085,333)
Business-type activities	2,540,209	3,746,909	4,020,470	2,944,894
Total primary government net expense	\$ (6,574,653)	\$ (4,713,296)	\$ (5,563,367)	\$ (7,140,439)

Fiscal Year					
2014	2015	2016	2017	2018	2019
\$ 1,934,046	\$ 1,926,924	\$ 2,066,477	\$ 2,294,992	\$ 2,211,693	\$ 2,835,997
7,743,529	7,519,632	8,503,036	8,797,959	8,839,413	9,970,520
942,471	936,986	966,071	1,119,815	1,067,111	1,075,033
1,258,994	1,278,825	1,703,726	2,214,506	1,787,841	2,093,367
1,940,040	1,940,121	1,998,486	1,925,521	1,875,636	1,986,225
143,255	136,871	130,337	123,644	133,395	133,416
13,962,335	13,739,359	15,368,133	16,476,437	15,915,089	18,094,558
12,031,302	11,916,368	12,980,353	13,870,807	14,465,968	15,383,962
-	-	-	109,848	125,644	87,898
12,031,302	11,916,368	12,980,353	13,980,655	14,591,612	15,471,860
\$ 25,993,637	\$ 25,655,727	\$ 28,348,486	\$ 30,457,092	\$ 30,506,701	\$ 33,566,418
\$ 609,849	\$ 761,725	\$ 595,521	\$ 640,371	\$ 772,038	\$ 866,346
908,282	1,410,893	1,297,305	1,335,980	1,492,961	1,997,624
971,312	977,800	1,078,923	1,090,501	1,109,491	1,133,848
369,651	406,639	353,494	383,402	267,262	285,825
931	12,789	6,269	47,206	7,281	368,408
60,303	200,830	97,117	70,454	31,083	35,217
20,530	15,180	12,553	22,208	5,731	2,015
71,833	73,985	76,203	104,519	107,930	111,168
20,840	28,194	29,510	26,173	22,159	25,188
20,351	100	27,642	292	9,936	6,993
25,037	24,453	38,173	-	34,779	30,446
7,495	-	6,288	148,881	-	97,305
144,796	231,224	-	-	-	247,522
3,231,210	4,143,812	3,618,998	3,869,987	3,860,651	5,207,905
15,681,023	16,916,445	18,010,253	19,159,149	19,920,293	20,955,084
-	-	-	366,756	382,799	382,253
1,263,195	928,503	1,479,734	779,774	544,508	732,102
16,944,218	17,844,948	19,489,987	20,305,679	20,847,600	22,069,439
\$ 20,175,428	\$ 21,988,760	\$ 23,108,985	\$ 24,175,666	\$ 24,708,251	\$ 27,277,344
\$ (10,731,125)	\$ (9,595,547)	\$ (11,749,135)	\$ (12,606,450)	\$ (12,054,438)	\$ (12,886,653)
4,912,916	5,928,580	6,509,634	6,325,024	6,255,988	6,597,579
\$ (5,818,209)	\$ (3,666,967)	\$ (5,239,501)	\$ (6,281,426)	\$ (5,798,450)	\$ (6,289,074)

VILLAGE OF PALM SPRINGS, FLORIDA

Changes in Net Position (Continued)

Last Ten Fiscal Years

Accrual Basis of Accounting

	Fiscal Year			
	2010	2011	2012	2013
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 2,917,117	\$ 2,647,462	\$ 2,560,178	\$ 2,594,762
Utility service taxes	1,955,211	1,992,185	2,060,461	2,325,477
Franchise fees	974,408	983,164	991,051	997,396
Sales and use taxes	1,295,958	1,353,681	1,595,146	1,710,823
Business taxes	238,928	246,354	273,306	281,084
Intergovernmental, unrestricted	427,847	452,923	496,719	590,295
Investment revenues	36,196	17,131	25,979	21,968
Miscellaneous	43,715	67,780	20,045	76,241
Transfers	1,449,356	1,541,902	1,675,428	1,781,592
Total governmental activities	9,338,736	9,302,582	9,698,313	10,379,638
Business-type activities				
Investment revenues	94,803	73,861	94,951	97,441
Miscellaneous	16,163	29,755	52,273	700,238
Transfers	(1,449,356)	(1,541,902)	(1,675,428)	(1,781,592)
Total business-type activities	(1,338,390)	(1,438,286)	(1,528,204)	(983,913)
Total primary government	\$ 8,000,346	\$ 7,864,296	\$ 8,170,109	\$ 9,395,725
Changes in Net Position				
Governmental activities	\$ 223,874	\$ 842,377	\$ 114,476	\$ 294,305
Business-type activities	1,201,819	2,308,623	2,492,266	1,960,981
Total primary government	\$ 1,425,693	\$ 3,151,000	\$ 2,606,743	\$ 2,255,286

Fiscal Year					
2014	2015	2016	2017	2018	2019
\$ 2,821,713	\$ 2,998,529	\$ 3,548,352	\$ 3,875,182	\$ 4,326,702	\$ 4,593,448
2,344,161	2,434,013	2,756,176	2,701,235	2,746,260	2,782,726
1,185,784	1,280,301	1,426,438	1,469,041	1,523,434	1,547,089
1,850,102	1,996,947	2,095,247	3,225,861	3,984,756	4,055,851
304,853	309,652	343,981	362,931	395,733	386,375
669,279	783,950	853,427	890,179	918,574	952,709
-	5,648	3,933	21,112	107,903	233,021
29,118	133,277	67,163	76,907	135,819	107,496
1,876,539	1,935,796	2,234,034	2,378,531	2,423,338	2,415,138
11,081,549	11,878,113	13,328,751	15,000,979	16,562,519	17,073,853
75,522	129,029	120,205	143,781	214,215	326,288
165,131	259,680	584,289	43,441	71,805	62,790
(1,876,539)	(1,935,796)	(2,234,034)	(2,378,531)	(2,423,338)	(2,415,138)
(1,635,886)	(1,547,087)	(1,529,540)	(2,191,309)	(2,137,318)	(2,026,060)
\$ 9,445,663	\$ 10,331,026	\$ 11,799,211	\$ 12,809,670	\$ 14,425,201	\$ 15,047,793
\$ 350,424	\$ 2,282,566	\$ 1,579,616	\$ 2,394,529	\$ 4,508,081	\$ 4,187,200
3,277,030	4,381,493	4,980,094	4,133,715	4,118,670	4,571,519
\$ 3,627,454	\$ 6,664,059	\$ 6,559,710	\$ 6,528,244	\$ 8,626,751	\$ 8,758,719

VILLAGE OF PALM SPRINGS, FLORIDA

Governmental Activities Tax Revenues by Source

Last Ten Fiscal Years

Accrual Basis of Accounting

Fiscal Year	Property Tax	Utility Service Taxes	Franchise Fees	Sales and Use Taxes⁽¹⁾	Local Business Taxes	Total
2010	\$ 2,917,117	\$ 1,955,211	\$ 974,408	\$ 1,295,958	\$ 238,928	\$ 7,381,622
2011	2,647,462	1,992,185	983,164	1,353,681	246,354	7,222,846
2012	2,560,178	2,060,461	991,051	1,595,146	273,306	7,480,142
2013	2,594,762	2,325,477	997,396	1,710,823	281,084	7,909,542
2014	2,821,713	2,344,161	1,185,784	1,850,102	304,853	8,506,613
2015	2,998,529	2,434,013	1,280,301	1,996,947	309,652	9,019,442
2016	3,548,352	2,756,176	1,426,438	2,095,247	343,981	10,170,194
2017	3,875,182	2,701,235	1,469,041	3,225,861	362,931	11,634,250
2018	4,326,702	2,746,260	1,523,434	3,984,756	395,733	12,976,885
2019	4,593,448	2,782,726	1,547,089	4,055,851	386,375	13,365,489

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

VILLAGE OF PALM SPRINGS, FLORIDA*Fund Balances of Governmental Funds**Last Ten Fiscal Years**Modified Accrual Basis of Accounting*

	Fiscal Year			
	2010	2011	2012	2013
General Fund				
Nonspendable:				
Inventory	\$ 26,966	\$ 34,717	\$ 28,984	\$ 40,204
Noncurrent note receivable	-	-	1,230,561	1,230,561
Restricted				
Sales tax infrastructure capital projects	-	-	-	-
Assigned to:				
Disaster recovery	1,500,000	1,500,000	1,500,000	1,500,000
Capital projects	1,000,000	3,000,000	1,769,439	1,500,000
Library	54,230	53,935	46,778	45,926
Subsequent year's budget	321,946	193,386	702,241	895,456
Unassigned	2,754,765	1,616,440	1,236,824	883,906
Total General Fund	\$ 5,657,907	\$ 6,398,478	\$ 6,514,827	\$ 6,096,053
 All other governmental funds				
Restricted for:				
Law enforcement	\$ 35,264	\$ 30,045	\$ 32,875	\$ 73,102
Debt service	16,290	44,546	3,668	100,038
Total all other governmental funds	\$ 51,554	\$ 74,591	\$ 36,543	\$ 173,140

Fiscal Year					
2014	2015	2016	2017	2018	2019
\$ 25,056	\$ 20,999	\$ 39,648	\$ 69,969	\$ 84,622	\$ 85,456
-	-	-	-	-	-
-	-	-	1,141,086	2,419,381	3,488,534
1,500,000	1,500,000	1,500,000	1,500,000	3,000,000	3,000,000
1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
38,407	38,851	38,240	37,488	36,651	36,651
33,786	-	1,227,384	1,625,101	1,471,258	2,338,399
3,172,150	4,308,087	4,208,075	4,523,176	5,741,431	6,307,593
\$ 6,269,399	\$ 7,367,937	\$ 8,513,347	\$ 10,396,820	\$ 14,253,343	\$ 16,756,633
\$ 67,356	\$ 61,393	\$ 73,907	\$ 51,890	\$ 44,309	\$ 54,669
132,067	159,258	191,716	220,040	231,042	247,249
\$ 199,423	\$ 220,651	\$ 265,623	\$ 271,930	\$ 275,351	\$ 301,918

VILLAGE OF PALM SPRINGS, FLORIDA

Changes in Fund Balances of Governmental Funds

Last Ten Fiscal Years

Modified Accrual Basis of Accounting

	Fiscal Year			
	2010	2011	2012	2013
Revenues				
Taxes	\$ 6,085,664	\$ 5,869,165	\$ 5,884,996	\$ 6,198,719
Permits	334,970	714,739	168,288	307,084
Intergovernmental	2,193,081	2,295,482	2,659,483	2,940,184
Confiscated property	22,778	15,917	13,141	54,418
Charges for services	1,537,494	1,610,698	1,714,744	1,725,760
Fines and forfeitures	298,169	502,914	722,558	442,231
Contributions and donations	10,645	15,051	15,163	8,755
Investment revenues	36,196	17,130	25,979	21,968
Facility rental	143,324	149,173	248,207	276,347
Miscellaneous	69,263	67,975	43,991	108,281
Total revenues	10,731,584	11,258,244	11,496,550	12,083,747
Expenditures				
General government	1,438,735	1,488,923	1,548,147	1,778,375
Public safety	6,339,717	6,189,105	7,011,301	7,260,425
Physical environment	681,948	822,736	857,942	918,747
Transportation	975,657	993,226	866,362	1,031,956
Culture/recreation	1,503,238	1,512,891	1,678,324	1,682,918
Capital outlay	1,145,081	506,477	404,172	1,066,404
Debt service				
Principal	165,000	170,000	6,706,976	258,690
Interest and other fiscal charges	359,939	353,182	497,915	150,001
Total expenditures	12,609,315	12,036,540	19,571,139	14,147,516
Excess of revenues over (under) expenditures	(1,877,731)	(778,296)	(8,074,589)	(2,063,769)
Other financing sources (uses)				
Proceeds from the sale of capital assets	-	-	-	-
Transfers in	1,503,586	1,541,902	1,813,637	1,919,801
Transfers out	(54,230)	-	(138,209)	(138,209)
Redemption of bonds	-	-	6,477,462	-
Total other financing sources (uses)	1,449,356	1,541,902	8,152,890	1,781,592
Net change in fund balances	\$ (428,375)	\$ 763,606	\$ 78,301	\$ (282,177)
Debt service as a percentage of non-capital expenditures	4.58%	4.54%	37.59%	3.12%

Fiscal Year					
2014	2015	2016	2017	2018	2019
\$ 6,656,511	\$ 7,022,495	\$ 7,869,639	\$ 8,499,637	\$ 9,083,377	\$ 9,332,450
370,268	806,590	665,536	690,965	909,219	1,265,557
2,783,893	3,204,028	3,261,846	4,597,449	5,176,714	5,983,674
13,006	16,493	16,785	1,280	2,703	10,357
1,791,823	1,878,058	1,914,794	2,021,952	1,940,784	2,400,465
344,128	485,486	389,492	370,904	431,063	220,837
10,437	17,917	8,249	14,729	23,378	36,729
-	5,648	3,933	21,112	107,903	233,021
277,394	280,365	288,091	291,873	266,395	274,923
27,220	137,825	90,042	73,782	149,544	131,419
12,274,680	13,854,905	14,508,407	16,583,683	18,091,080	19,889,432
1,790,739	1,828,984	1,832,467	1,974,447	1,875,696	2,370,836
7,508,307	7,774,189	8,344,900	8,679,630	8,935,301	9,725,185
920,662	936,986	966,071	1,119,815	1,067,111	1,075,033
1,152,511	1,201,392	1,549,616	2,009,735	1,607,774	1,903,355
1,756,672	1,876,357	1,841,391	1,674,011	1,568,223	1,683,120
414,008	644,337	608,924	1,285,469	1,180,940	2,630,253
264,908	271,279	277,800	284,480	291,319	298,323
143,783	137,411	130,890	124,211	131,962	134,138
13,951,590	14,670,935	15,552,059	17,151,798	16,658,326	19,820,243
(1,676,910)	(816,030)	(1,043,652)	(568,115)	1,432,754	69,189
-	-	-	79,364	3,852	45,530
1,876,539	1,935,796	2,234,034	2,378,531	2,423,338	2,415,138
-	-	-	-	-	-
-	-	-	-	-	-
1,876,539	1,935,796	2,234,034	2,457,895	2,427,190	2,460,668
\$ 199,629	\$ 1,119,766	\$ 1,190,382	\$ 1,889,780	\$ 3,859,944	\$ 2,529,857
3.02%	2.91%	2.73%	2.58%	2.73%	2.52%

VILLAGE OF PALM SPRINGS, FLORIDA*General Governmental Tax Revenues by Source**Last Ten Fiscal Years**Modified Accrual Basis of Accounting*

Fiscal Year	Property Taxes	Utility Service Taxes	Franchise Fees	Sales Taxes ⁽¹⁾	Local Business Taxes	Total
2010	\$ 2,917,117	\$ 1,955,211	\$ 974,408	\$ 956,028	\$ 238,928	\$ 7,041,692
2011	2,647,462	1,992,185	983,164	1,011,880	246,354	6,881,045
2012	2,560,178	2,060,461	991,051	1,247,855	273,306	7,132,851
2013	2,594,762	2,325,477	997,396	1,361,148	281,084	7,559,867
2014	2,821,713	2,344,161	1,185,784	1,460,937	304,853	8,117,448
2015	2,998,529	2,434,013	1,280,301	1,588,037	309,652	8,610,532
2016	3,548,352	2,590,541	1,386,765	1,666,296	343,981	9,535,935
2017	3,875,182	2,718,868	1,542,656	2,775,694	362,931	11,275,331
2018	4,326,702	2,763,893	1,597,049	3,539,375	395,733	12,622,752
2019	4,593,448	2,787,134	1,565,493	3,593,496	386,375	12,925,946

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

VILLAGE OF PALM SPRINGS, FLORIDA

Assessed Value of Taxable Property

Last Ten Fiscal Years

Fiscal Year Ending September 30,	Assessed Values		Total Taxable Assessed Value ⁽¹⁾	Total Direct Village Tax Rate	Estimated Actual Taxable Value ⁽¹⁾
	Real Property	Personal Property			
2010	\$ 650,083,029	\$ 44,399,000	\$ 694,482,029	4.2736	\$ 731,033,715
2011	567,430,825	43,299,294	610,730,119	4.4368	642,873,809
2012	561,474,280	37,867,369	599,341,649	4.4560	630,885,946
2013	538,354,151	41,213,909	579,568,060	4.6520	610,071,642
2014	579,838,469	46,108,599	625,947,068	4.6117	658,891,651
2015	630,185,838	49,808,780	679,994,618	4.5620	715,783,808
2016	766,908,222	54,396,561	821,304,783	4.4484	864,531,351
2017	861,187,815	52,677,032	913,864,847	4.3930	961,962,997
2018	1,054,443,560	55,112,685	1,109,556,245	4.0562	1,167,954,409
2019	1,160,721,571	60,657,553	1,221,379,124	3.8777	1,285,662,236

⁽¹⁾ The basis of assessed taxable value is approximately one hundred percent (100%) of actual taxable value, which is reduced for allowable exemptions. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

Source: Palm Beach County Property Appraiser's Office.

VILLAGE OF PALM SPRINGS, FLORIDA

Property Tax Rates - Direct and Overlapping Governments

Last Ten Fiscal Years

Fiscal Year Ending September 30,	General Fund	Debt Service	Total Village of Palm Springs	School District	Palm Beach County	Palm Beach County Fire Rescue	Special Taxing Districts	Total All
2010	3.5000	0.7736	4.2736	7.9830	4.5614	3.4581	2.4933	22.7694
2011	3.5000	0.9368	4.4368	8.1539	4.9960	3.4581	2.5552	23.6000
2012	3.5000	0.9560	4.4560	8.1800	4.9928	3.4581	2.3436	23.4305
2013	3.5000	1.1520	4.6520	7.5859	4.9853	3.4581	2.2280	22.9093
2014	3.9000	0.7117	4.6117	7.5859	4.9853	3.4581	2.2280	22.8690
2015	3.9000	0.6620	4.5620	7.5940	4.9732	3.4581	2.1731	22.7604
2016	3.9000	0.5484	4.4484	7.5120	4.9277	3.4581	2.0974	22.4436
2017	3.9000	0.4930	4.3930	7.0700	4.9142	3.4581	1.9453	21.7806
2018	3.6500	0.4062	4.0562	6.7689	4.9024	3.4581	1.7817	20.9673
2019	3.5000	0.3777	3.8777	6.5720	4.8980	3.4581	1.6920	20.4978

Tax rate limits	- Ten mills per Florida Statute 200.81 (one mill equals \$1 per \$1,000 of assessed valuation).
Scope of tax rate limit	- No municipality shall levy ad valorem taxes for real and tangible personal property in excess of ten mills of the assessed value, except for special benefits and debt service on obligations issued with the approval of those taxpayers subject to ad valorem taxes.
Taxes assessed	- January 1
Taxes due	- March 31
Taxes delinquent	- April 1
Discount allowed	- 4% November; 3% December; 2% January; 1% February
Penalties for delinquent taxes	- 2.5% after April 1, increase .5% each ten days; maximum 5%
Tax collector	- Palm Beach County
Tax collector's commission	- None

VILLAGE OF PALM SPRINGS, FLORIDA

Principal Property Taxpayers

Current Year and Nine Years Ago

	2019			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Morguard Emerald Apartments LLC	\$ 32,649,761	\$ 114,274	1	2.41%
Oxygen Holdings LLC	22,725,381	79,539	2	1.68%
555 Kirk LLC	21,493,716	75,228	3	1.59%
Florida Power & Light Co	18,462,169	64,618	4	1.36%
Regency Centers LP	17,917,219	62,710	5	1.32%
Phillips Lake Worth	15,500,000	54,250	6	1.15%
Jerjo, Inc.	15,101,420	52,855	7	1.12%
HFGC Florida LLC	14,160,167	49,561	8	1.05%
2500 Springdale LLC	13,023,759	45,583	9	0.96%
Select Speciality Hospital	12,391,524	43,370	10	0.92%
IRT Property Co	-	-	-	-
CSC Village Club Apts LTD	-	-	-	-
Portofino Associates, Ltd	-	-	-	-
Four FLA Shopping Center Prop Ltd	-	-	-	-
Advenir at Pines LLC	-	-	-	-
Syms Corp.	-	-	-	-
Woodhaven LLC	-	-	-	-
Lakeshore Center LLC	-	-	-	-
Totals	<u>\$ 183,425,116</u>	<u>\$ 641,988</u>		<u>13.56%</u>

Note: Information obtained from the Palm Beach County Tax Collector.

2010			
Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
\$ -	\$ -	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
14,500,000	62,815	1	2.10%
5,579,619	24,171	9	0.81%
-	-	-	-
-	-	-	-
-	-	-	-
13,493,798	58,456	2	1.95%
12,531,251	54,287	3	1.81%
10,500,000	45,487	4	1.52%
8,500,000	36,823	5	1.23%
8,200,537	35,526	6	1.19%
8,052,222	34,883	7	1.16%
6,973,540	30,210	8	1.01%
5,529,309	23,954	10	0.80%
<u>\$ 93,860,276</u>	<u>\$ 406,612</u>		<u>13.58%</u>

VILLAGE OF PALM SPRINGS, FLORIDA

Property Tax Levies and Collections

Last Ten Fiscal Years

Fiscal Year Ending September 30,	Net Tax Levy ⁽¹⁾	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2010	\$ 2,997,209	\$ 2,777,514	92.67%	\$ 139,603	\$ 2,917,117	97.33%
2011	2,712,213	2,602,097	95.94%	45,365	2,647,462	97.61%
2012	2,676,525	2,536,007	94.75%	24,171	2,560,178	95.65%
2013	2,705,765	2,569,665	94.97%	25,097	2,594,762	95.90%
2014	2,891,310	2,766,116	95.67%	55,597	2,821,713	97.59%
2015	3,105,266	2,985,713	96.15%	12,816	2,998,529	96.56%
2016	3,626,644	3,523,215	97.15%	25,137	3,548,352	97.84%
2017	3,998,600	3,869,639	96.77%	5,543	3,875,182	96.91%
2018	4,501,583	4,324,653	96.07%	2,049	4,326,702	96.12%
2019	4,737,097	4,567,270	96.41%	26,178	4,593,448	96.97%

Note: All property taxes are assessed and collected by Palm Beach County without charge to the Village.
Collections are distributed in full as collected.

⁽¹⁾ Tax levy, net of allowance for discounts.

VILLAGE OF PALM SPRINGS, FLORIDA

Water and Sewer Revenue Base

Last Ten Fiscal Years

Fiscal Year Ending September 30,	Water		Number of Active Water Customer Accounts	Wastewater		Number of Active Wastewater Customer Accounts
	Gallons Consumed ⁽¹⁾	Base Rate ⁽²⁾		Gallons Treated ⁽¹⁾	Base Rate ⁽³⁾	
2010	1,389,638 (a)	\$ 17.72	12,349	954,649	\$ 28.52	10,268
2011	1,368,202 (a)	18.26	12,374	859,929	29.39	10,375
2012	1,238,598 (a)	18.81	12,536	915,307	30.26	10,716
2013	1,367,780	19.37	12,455	970,372	31.18	10,722
2014	1,387,109	20.04	12,568	979,943	32.58	11,069
2015	1,423,793	20.93	12,536	1,001,707	34.03	11,247
2016	1,436,737	21.88	12,588	1,051,102	35.58	11,590
2017	1,560,048	22.85	12,604	1,058,776	37.19	11,653
2018	1,407,411	23.89	12,658	1,112,553	38.86	11,606
2019	1,397,500	24.47	13,569	1,097,192	39.85	12,501

⁽¹⁾ Gallons are in thousands.

⁽²⁾ The base water rate is for a residential customer located inside the Village incorporated area consuming 4,000 gallons a month.

⁽³⁾ The base wastewater rate is for a residential customer located inside the Village incorporated area using 4,000 gallons a month.

Source: Village of Palm Springs Utility Department.

(a) Decrease in consumption due to mandatory water restrictions for severe drought conditions in South Florida.

VILLAGE OF PALM SPRINGS, FLORIDA

Ratios of Outstanding Debt by Type

Last Ten Fiscal Years

Fiscal Year	Governmental Activities		Business-type Activities		Total ⁽¹⁾ Primary Government	Percentage of Personal Income ⁽²⁾	Per Capita
	General Obligation Bonds	General Obligation Note Payable	Water & Sewer Revenue Bonds	Water & Sewer Notes Payable			
2010	\$ 6,740,000	\$ -	\$ 11,897,820	\$ 1,679,485	\$ 20,317,305	2.20%	\$ 1,283
2011	6,570,000	-	11,162,172	890,959	18,623,131	2.93%	984
2012	-	6,340,486	10,376,252	69,933	16,786,671	2.79%	849
2013	-	6,081,797	-	14,352,351	20,434,148	3.33%	1,025
2014	-	5,816,888	-	13,799,533	19,616,421	3.01%	957
2015	-	5,545,609	-	13,217,997	18,763,606	2.69%	848
2016	-	5,267,809	-	12,622,479	17,890,288	2.46%	803
2017	-	4,983,329	-	12,012,643	16,995,972	2.04%	757
2018	-	4,692,010	-	11,408,224	16,100,234	1.94%	694
2019	-	4,393,687	-	10,775,261	15,168,948	#VALUE!	652

Note: Details about the Village's outstanding debt can be found in the notes to the financial statements. The debt for the business-type activities represents debt for our water treatment plants and wastewater collection and transmission system. These facilities serve our residents, as well as non-residents on our water and sewer utility system.

⁽¹⁾ The Village does not have a legal debt margin.

⁽²⁾ Based on personal income information for Palm Beach County, Florida. Personal income information is not available for the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

Ratios of General Bonded Debt Outstanding

Last Ten Fiscal Years

Fiscal Year	General Obligation Bonded Debt	Less: Amounts Available in Debt Service Fund	Total	Assessed Value of Taxable Property	Percentage of Assessed Value of Taxable Property	Population	Per Capita
2010	\$ 6,740,000	\$ 16,290	\$ 6,723,710	\$ 694,482,029	0.97%	15,831	\$ 424.72
2011	6,570,000	44,546	6,525,454	610,730,119	1.07%	18,928	344.75
2012	-	-	-	599,341,649	0.00%	19,769	-
2013	-	-	-	579,568,060	0.00%	19,938	-
2014	-	-	-	625,947,068	0.00%	20,497	-
2015	-	-	-	679,994,618	0.00%	22,130	-
2016	-	-	-	821,304,783	0.00%	22,282	-
2017	-	-	-	913,864,847	0.00%	22,458	-
2018	-	-	-	1,109,556,245	0.00%	23,193	-
2019	-	-	-	1,221,379,124	0.00%	23,250	-

Note: The basis of assessed value is approximately one hundred percent (100%) of actual value. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

VILLAGE OF PALM SPRINGS, FLORIDA

Direct and Overlapping Governmental Activities Debt

September 30, 2019

	Total Outstanding	Percentage Applicable to Village of Palm Springs⁽¹⁾	Amount Applicable to Village of Palm Springs
Direct:			
Village of Palm Springs	\$ 4,393,687	100.00%	\$ 4,393,687
Overlapping:			
Palm Beach County	61,115,000	0.54%	330,021
Palm Beach County School District	8,542,000	0.54%	46,127
Total overlapping debt	69,657,000		376,148
Total direct and overlapping debt payable from ad valorem taxes			\$ 4,769,835
Estimated population			23,250
Total direct and overlapping debt per capita			\$ 205.15

⁽¹⁾ Estimates based on 2019 ratio of assessed taxable values.

Note: The Village of Palm Springs has no legal debt margin.

Source: Finance Department, Village of Palm Springs, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

VILLAGE OF PALM SPRINGS, FLORIDA

Water and Sewer Utility Pledged Revenue Coverage

Last Ten Fiscal Years

Fiscal Year Ended September 30,	Gross Revenue*	Operating Expenses**	Revenue Available for Debt Coverage	Current Debt Service	Current Coverage
2010	\$ 13,961,903	\$ 8,091,259	\$ 5,870,644	\$ 2,156,946	2.72
2011	14,846,608	7,792,488	7,054,120	2,155,448	3.27
2012	15,637,821	8,280,748	7,357,073	2,158,448	3.41
2013	16,113,317	8,707,089	7,406,228	1,316,965	5.62
2014	17,184,871	9,053,467	8,131,404	909,225	8.94
2015	18,233,657	8,996,708	9,236,949	907,891	10.17
2016	20,194,481	9,828,868	10,365,613	907,891	11.42
2017	20,126,145	10,628,234	9,497,911	907,891	10.46
2018	20,750,821	11,253,134	9,497,687	907,891	10.46
2019	22,076,264	12,244,926	9,831,338	959,410	10.25

* Includes investment revenues, miscellaneous revenue and capital contributions.

** Excludes depreciation and amortization expense.

VILLAGE OF PALM SPRINGS, FLORIDA

Demographic and Economic Statistics

Last Ten Fiscal Years

Fiscal Year	Population⁽¹⁾	Per Capita Personal Income⁽²⁾	Estimated Total Personal Income⁽³⁾	Median Age⁽²⁾	Education Level in Years of Formal Schooling	School Enrollment⁽²⁾	Unemployment Rate⁽²⁾
2010	15,831	\$ 58,358	\$ 923,865,498	43.2	N/A	171,692	10.8%
2011	18,928	33,610	636,170,080	43.5	N/A	174,004	11.7%
2012	19,769	30,487	602,697,503	43.7	N/A	177,307	10.8%
2013	19,938	30,747	613,033,686	43.7	N/A	202,013	7.1%
2014	20,497	31,743	650,636,271	43.2	N/A	203,580	6.6%
2015	22,130	31,481	696,674,530	43.2	N/A	183,000	5.1%
2016	22,282	32,690	728,398,580	44.0	N/A	188,808	4.9%
2017	22,458	37,047	832,001,526	37.1	N/A	193,000	4.4%
2018	23,193	35,732	828,732,276	44.5	N/A	174,000	3.0%
2019	23,250	N/A	N/A	44.7	N/A	176,000	2.9%

Data Sources:

- ⁽¹⁾ The population for 2010 through 2019 was obtained from the University of Florida, Bureau of Economic Business Administration.
- ⁽²⁾ Information provided by the Business Development Board of Palm Beach County. Information is for Palm Beach County, Florida. Information is not available for the Village.
- ⁽³⁾ Total personal income information estimated based on per capita personal income for Palm Beach County, Florida.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA

Principal Employers

Current Year and Nine Years Ago

Employer	2019 ⁽¹⁾			2010 ⁽¹⁾		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Palm Beach County School District	21,200	1	N/A	21,718	1	N/A
Tenet Healthcare Corp.	6,136	2	N/A	4,500	3	N/A
Palm Beach County	5,928	3	N/A	11,319	2	N/A
NextEra Energy (formerly FPL)	4,021	4	N/A	3,632	4	N/A
Hospital Corp of America - HCA	3,550	5	N/A	3,395	5	N/A
Boca Raton Regional Hospital	2,800	6	N/A	2,100	9	N/A
Florida Atlantic University	2,761	7	N/A	2,838	7	N/A
Veterans Health Administration	2,468	8	N/A	2,207	8	N/A
Bethesda Health, Inc.	2,200	9	N/A	-	-	-
Office Depot	2,034	10	N/A	2,100	9	N/A
Wackenhut Corporation	-	-	-	3,000	6	N/A
Totals	<u>53,098</u>		<u>N/A</u>	<u>56,809</u>		<u>N/A</u>

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County, Florida.
Employment information for the Village is not available.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA

*Full-time Equivalent Village Government Employees by Function
Last Ten Fiscal Years*

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
General government	14.5	14.5	15	16	15	15	15.5	15.5	11.5	17.5
Public safety (a)										
Building official	1	1	1	1	-	1	1	1	-	-
Planning, zoning & building	3	4.5	5.5	4.5	5	5	6	6	6.5	7
Police officers	38	40	40	40	40	41	42	42	43	38
Civilian police/fire	15	15.5	17	19	18.5	19.5	19	21	19	25
Transportation	11	11	12	13	13	13	12	18	16	19
Culture/recreation										
Library	10	10	10	10	10	10	10.5	10	10.5	9
Parks & recreation	7.5	7.5	13	10	12.5	13.5	6	7	7.5	6.5
Water & Sewer Utility	<u>58</u>	<u>58</u>	<u>60</u>	<u>65.5</u>	<u>63.5</u>	<u>64</u>	<u>65</u>	<u>59.5</u>	<u>59.5</u>	<u>59.5</u>
Total	158.0	162.0	173.5	179.0	177.5	182.0	177.0	180.0	173.5	181.5

Sources: Village departments

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

VILLAGE OF PALM SPRINGS, FLORIDA

Operating Indicators by Function

Last Ten Fiscal Years

Function	Fiscal Year		
	2010	2011	2012
Public Safety			
Police			
Physical arrests	1,090	1,021	1,039
Parking violations	160	79	54
Traffic violations	11,438	9,038	7,201
Fire			
Number of calls (a)	N/A	N/A	N/A
Sanitation (b)			
Refuse collected (tons)	privatized	privatized	privatized
Recyclables collected (tons)	privatized	privatized	privatized
Roads and Streets			
Street resurfacing (miles)	1.70	2.27	3.2
Pot holes repaired	790	765	820
Culture/Recreation			
Library			
Circulation	98,723	114,881	91,643
Active cardholders	4,421	5,191	4,475
Reference questions	19,694	10,748	47,548
Programs offered	686	656	576
Program attendance	8,040	7,947	7,388
Total library visitors	97,233	109,002	96,817
Parks and Recreation			
Baseball participants	265	224	191
Soccer participants	289	224	233
Flag football participants	293	311	278
Cheerleading participants	12	22	28
Basketball participants	150	161	194
Youth athletic participants	1,009	942	924
Adult flag football	156	156	80
Camp program participants	384	385	365
Class participants	*	*	*
Travel Club members	305	268	261
Special event participants	4,162	5,123	5109
Facility rentals	1,383	836	1241
Water/Sewer Utility			
Water accounts	12,349	12,374	12,536
Water customers	19,752	19,878	19,952
Water main breaks	6	6	11
Sewer accounts	10,268	10,375	10,716
Sewer customers	17,297	17,459	17,812
Avg daily water consumption (thousands of gallons)	3,732	3,743	3,710

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

* Included in facility rentals beginning with 2010.

Fiscal Year						
2013	2014	2015	2016	2017	2018	2019
1,017	964	1,084	1,005	815	759	543
32	15	23	19	38	16	15
6,081	6,533	7,143	10,501	5,928	4,153	4,612
N/A	N/A	N/A	N/A	N/A	N/A	N/A
privatized privatized	privatized privatized	privatized privatized	privatized privatized	privatized privatized	privatized privatized	privatized privatized
2.1	1.2	3.3	3.93	3.1	2.1	1.28
842	800	848	973	52	48	35
80,014	71,855	59,976	49,159	37,613	31,175	26,519
4,162	4,019	3,549	3,475	3,245	3,262	4,001
46,452	43,490	41,405	40,945	32,736	39,272	36,024
712	430	435	335	360	350	242
6,161	4,333	3,944	876	9,170	9,329	5,174
91,514	92,768	86,648	80,498	78,896	70,553	61,505
170	129	122	80	83	68	52
201	188	209	165	161	147	101
241	242	236	234	187	156	156
14	14	-	-	-	-	-
188	258	236	255	220	170	162
814	831	803	734	651	541	471
108	168	-	-	-	-	-
442	452	550	486	394	696	892
*	*	*	*	*	*	665
224	230	229	196	115	146	119
4,536	6,000	6,200	7,380	2,610	6,085	6,480
1,199	1,250	1,200	1,150	237	133	157
12,455	12,568	12,536	12,588	12,604	12,658	12,982
19,996	20,121	20,140	20,152	20,178	19,985	20,251
84	82	17	4	10	3	-
10,722	11,069	11,247	11,590	11,653	11,606	12,043
17,903	18,333	18,567	18,921	19,028	18,770	19,274
3,747	3,800	3,919	3,926	3,960	3,627	3,561

VILLAGE OF PALM SPRINGS, FLORIDA

Capital Asset Statistics by Function

Last Ten Fiscal Years

Function	Fiscal Year				
	2010	2011	2012	2013	2014
Public Safety					
Police					
Stations	1	1	1	1	1
Patrol Units	59	56	58	58	58
Fire (a)					
Fire Stations	-	-	-	-	-
Fire trucks	-	-	-	-	-
ALS Rescue Vehicles	-	-	-	-	-
Sanitation (b)					
Garbage Trucks	1	1	1	1	1
Trash Trucks	1	1	1	1	1
Roads and Streets					
Street lights	29	29	81	81	81
Lane miles	72.31	69.21	66.61	72.7	76.19
Culture/Recreation					
Library					
Books	54,039	54,493	55,155	56,797	57,802
Parks & Recreation					
Ballfields - lighted	4	4	4	4	4
Basketball courts	2	2	2	2	2
Soccer fields	3	3	3	3	3
Tennis courts	4	4	4	4	4
Mini-golf course	1	1	1	1	1
Parks	6	6	7	8	9
Water/Sewer Utility					
Water mains (miles)	124.9	126	126	126.58	130
Sanitary sewers (miles)	94.3	95.55	99.05	99.48	103.5
Storm sewers (miles)	3.96	3.96	3.96	4.29	24.5
Fire hydrants	872	872	872	872	992
Maximum daily water treatment capacity (thousands of gallons)	10,000	10,000	10,000	10,000	10,000

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

Fiscal Year				
2015	2016	2017	2018	2019
1 60	1 61	1 61	1 63	1 64
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1 1	1 1	1 1	1 1	1 1
81 76.29	81 78.08	81 77.76	81 77.76	81 77.76
47,619	51,928	44,420	53,738	40,878
4	4	4	4	4
3	3	3	3	3
4	4	4	4	4
4	4	4	4	4
1	1	1	1	1
10	10	10	11	11
130.11	130.11	135.3	135.3	134.98
105.6	105.6	114.8	114.8	105.27
25.66	25.66	14.6	14.6	14.74
993	993	984	984	984
10,000	10,000	10,000	10,000	10,000

VILLAGE OF PALM SPRINGS, FLORIDA

Schedule of Insurance in Force

September 30, 2019

Company	Policy Number	Type of Coverage	Property Covered	Amount of Coverage
FMIT#0459	U711-50850 General & Police	Fiduciary liability	Pension trustees	\$1,000,000
FMIT#0459	PROP DEC 1013 PROP02-1013	Property inland marine	Village property	\$22,248,869
FMIT#0459	SEGL 1013	General liability	Village property	\$1,000,000 \$2,000,000
FMIT#0459	AL 1013 APD 1009	Automobile liability Physical damage	Any auto Owned vehicles	\$1,000,000 per schedule
FMIT#0459	ECLE1013	Crime	Employee theft, dishonesty, forgery	\$100,000
FMIT#0459	105185397	Fiduciary bond	Finance Officer	\$1,000,000
FMIT#0459	EO 1009 LE 1007	Professional liability Professional liability	Public officials Law enforcement	\$1,000,000
National Union Fire Insurance Co.	SRG9043155-B	Accidental death and dismemberment	Village employees	\$66,000/ \$190,000
FMIT#0459	WC EL 1013	Workers compensation	Village employees	Florida statutory
Commerce & Industry Insurance Co.	FPL011943510	Pollution liability	Village property	\$1,000,000 per claim

COMPLIANCE SECTION



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA
MARTIN R. WOODS, CPA

CERTIFIED PUBLIC ACCOUNTANTS

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401
TELEPHONE: (561) 832-9292

759 SW FEDERAL HIGHWAY, SUITE 301
STUART, FL 34994
TELEPHONE: (772) 872-2123

info@cdlcpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

The Honorable Mayor and
Village Council
Village of Palm Springs, Florida

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the Village of Palm Springs, Florida, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Village of Palm Springs, Florida, and have issued our report thereon dated March 17, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the internal control over financial reporting (internal control) of the Village of Palm Springs, Florida, to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the Village of Palm Springs, Florida. Accordingly, we do not express an opinion on the effectiveness of the internal control of the Village of Palm Springs, Florida.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the Village of Palm Springs, Florida, are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Cale, Dauter, Levine,
Cohen, Porter & Veil, P.A.*

West Palm Beach, Florida
March 17, 2020



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA
MARTIN R. WOODS, CPA

CERTIFIED PUBLIC ACCOUNTANTS

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401
TELEPHONE: (561) 832-9292

759 SW FEDERAL HIGHWAY, SUITE 301
STUART, FL 34994
TELEPHONE: (772) 872-2123

info@cdlcpa.com

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Management Letter

The Honorable Mayor and
Village Council
Village of Palm Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the Village of Palm Springs, Florida, as of and for the year ended September 30, 2019, and have issued our report thereon dated March 17, 2020.

Auditor's Responsibility

We conducted our audit in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on Investment Compliance on our examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 17, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements. There are no component units included in the Village's reporting entity.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes, as of and for the year ended September 30, 2019.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by the Village. The results of our procedures disclosed no matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General and the Village Council and management of the Village of Palm Springs, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

*Cale, Dauten, Levine,
Cohen, Porter & Veil, P.A.*

West Palm Beach, Florida
March 17, 2020



CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
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Independent Accountant's Report on Investment Compliance

The Honorable Mayor and
Village Council
Village of Palm Springs, Florida

We have examined the Village of Palm Springs' compliance with Section 218.415, Florida Statutes, during the year ended September 30, 2019. Management of the Village of Palm Springs (the "Village") is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, the Village of Palm Springs complied, in all material respects, with Section 218.415, Florida Statutes, during the year ended September 30, 2019.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes, and is not suitable for any other purpose.

West Palm Beach, Florida
March 17, 2020

*Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.*



CALER, DONTEN, LEVINE, COHEN, PORTER & VEIL, P.A.

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Communication With Those Charged with Governance

The Honorable Mayor and Members
of the Village Council
Village of Palm Springs
Palm Springs, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Palm Springs, Florida, for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under U.S. generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you in our engagement letter dated July 15, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village of Palm Springs, Florida, are described in Note 1 to the financial statements. The Village adopted two new pronouncements of the Governmental Accounting Standards Board (GASB) during the fiscal year ended September 30, 2019, as follows:

- GASB Statement No. 83, *Certain Asset Retirement Obligations*, addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance of the Statement.
- GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, improves the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

The implementation of these GASB Statements had no effect on the previously reported amounts in the Village's financial statements.

We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The Honorable Mayor and Members
of the Village Council
Village of Palm Springs

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Village's financial statements were:

- Management's estimate of the fair value of investments at September 30, 2019. We evaluated the key factors and assumptions used to estimate the fair value of investments and related investment earnings in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of the net realizable value of accounts receivable at September 30, 2019. We evaluated the key factors and assumptions used to estimate the net realizable value of receivables and the related allowance for doubtful accounts in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of the remaining service lives of capital assets at September 30, 2019. We evaluated the key factors and assumptions used to estimate the useful service lives and related depreciation expense in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of the net pension liability, deferred inflows/outflows related to pensions and pension expense as of and for the year ended September 30, 2019. We evaluated the key factors and assumptions used to estimate the Village's net pension liability, deferred inflows/outflows related to pensions and pension expense in determining the amounts are reasonable in relation to the financial statements as a whole. We read and compared these estimates to the actuarial reports provided by the Village's actuary in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of the other postemployment benefits (OPEB) liability, deferred inflows/outflows related to OPEB and OPEB expense as of and for the year ended September 30, 2019. We evaluated the key factors and assumptions used to estimate the Village's total OPEB liability, deferred inflows/outflows related to OPEB and OPEB expense. We read and compared these estimates to the actuarial report provided by the Village's actuary in determining that the amounts are reasonable in relation to the financial statements as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosures related to deposits and investments in Note 2 to the financial statements.
- The disclosures related to the Village's long-term debt in Note 5 to the financial statements.
- The disclosures related to the Village's employee retirement plans in Note 9 to the financial statements.
- The disclosures related to the Village's other postemployment benefits (OPEB) plan in Note 10 to the financial statements.
- The disclosures related to commitments and contingencies in Note 11 to the financial statements.

The disclosures in the financial statements are neutral, consistent, and clear.

The Honorable Mayor and Members
of the Village Council
Village of Palm Springs

Difficulties Encountered in Performing the Audit

We encountered no difficulties in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached summary of unadjusted audit differences summarizes the uncorrected misstatements of the financial statements. Management has determined that the effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 17, 2020.

Management Consultations with other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Internal Control Related Matters

In planning and performing our audit, we considered the internal control over financial reporting (internal control) of the Village as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we did not express an opinion on the effectiveness of the Village's internal control.

Our consideration of the Village's internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Compliance Related Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of

The Honorable Mayor and Members
of the Village Council
Village of Palm Springs

financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we did not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

Other Information Included in the Comprehensive Annual Financial Report (CAFR)

We applied certain limited procedures to management's discussion and analysis, the budgetary comparison information, the condition rating of the Village's street system and certain pension and OPEB related information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining fund financial statements and debt schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. In our opinion, the combining fund financial statements and debt schedules are fairly stated in all material respects in relation to the financial statements as a whole.

We were not engaged to report on the introductory section and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This report is intended solely for the information and use of the Village Council and management of the Village of Palm Springs, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

*Cale, Dauter, Levine,
Cohen, Porter & Veil, P.A.*

West Palm Beach, Florida
March 17, 2020

Summary of Unadjusted Audit Differences

Client:	Village of Palm Springs, Florida
Audit date:	September 30, 2019

			Analysis of audit differences Debit/(Credit)												
No.	W/P ref.	Account (Audit differences are recorded as journal entries including a description of the entry)	Assets and Deferred Outflows - Governmental		Assets and Deferred Outflows - Business-type	Liabilities and Deferred Inflows - Governmental		Liabilities and Deferred Inflows Business-type	Income/Expenses			Fund Balance	Net Position		
			Govt-Wide	Fund Basis		Govt-Wide	Fund Basis		Govt-Wide	Fund Basis	Business-type	Fund Basis	Govt-Wide	Bus-Type	
			Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	Debit/(Credit)	
Unrecorded Audit Differences:															
1	23.06	Deferred loss on refunding Beginning net position Accumulated amortization - prior years Interest expense / Amortization expense Accumulated amortization on refunding loss <i>To record deferred loss on advance refunding of the FMLC 2002A Revenue Bonds by 2012 Note Payable.</i>	43,155 (20,745) (3,233)						3,233					(22,410)	
Balance sheet totals			19,177	0	0	0	0	0	3,233	0	0	0	(22,410)	0	
Financial statement amounts			38,530,032	17,910,136	83,595,679	(18,138,680)	(851,585)	(17,267,231)				(17,058,551)	(20,391,352)	(66,328,448)	
Effect of unrecorded audit differences on F/S amounts			0.05%	0.00%	0.00%	0.00%	0.00%	0.00%				0.00%	0.11%	0.00%	
Income effect of unrecorded audit differences									3,233	0	0				
Cumulative effect of unrecorded audit differences before turn-around effect									3,233	0	0				
Turn-around effect of prior-period unrecorded audit differences									0	0	0				
Cumulative effect of unrecorded audit differences, after turn-around effect									3,233	0	0				
Current year change in net position									0.08%	4,187,200	N/A	4,571,519	0.00%		
Current year change in fund balances									0.00%	N/A	2,529,857	4,571,519	0.00%		

GW Basis	0.08%	4,187,200	N/A	4,571,519	0.00%
Fund Basis	0.00%	N/A	2,529,857	4,571,519	0.00%



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.6: Approve On-Site Residency During New Construction - 3760 Serubi Avenue

SUMMARY:

Mr. Colin Coppin, resident, and property owner, together with Palm Beach County Department of Housing and Economic Sustainability (DHES), is requesting approval to construct a new, replacement single-family residence (in accordance with the Village Code) while living in an (on-site) existing single-family home on the property located at 3760 Serubi Avenue.

Mr. Coppin qualifies for housing (financial) assistance through the State Housing Initiatives Partnership (SHIP) program administered by DHES. Further, DHES has determined that the renovation and repair of Mr. Coppin's existing residence are not economically feasible and that replacement of the structure with a new single-family home is warranted.

Pursuant to the allowances of Section 34-897 of Village Code, Mr. Coppin is requesting approval to live within his existing single-family home during construction of the new structure.

Mr. Coppin has suggested that his family does not have the financial resources to pay for temporary housing during the 7-month construction effort, thus, needing to stay within their existing home during construction.

The proposed demolition of the existing residence is expected to occur within 30 days of issuance of the Temporary Certificate of Occupancy for the new home.

Note: The Village Code provides an allowance to remain/live on-site within an existing home during the construction of a new structure (Ordinance No. 2018-09 - May 10, 2018). If approved, this would be the first time that a property owner has requested occupancy within an on-site residence during construction pursuant to Village Code.

The subject property maintains sufficient size to allow the construction of the new structure, in

compliance with Village code requirements; however, DHES is requesting waivers from Section 34-897 in consideration of the Interlocal Agreement (ILA) for Demolition Services between Palm Beach County and the Village [approved by the Village Council on the Consent Agenda January 11, 2018, and the Palm Beach County Board of County Commissioners on March 13, 2018 (Resolution R-2018-0274)] in which DHES coordinates, procures and oversees demolition of properties. Specifically, DHES is requesting waivers for:

1. A bond in the amount of 110% of the demolition costs
2. An itemized estimate of demolition costs
3. Sketch and descriptions for the exhibits in the Access Easement instrument (utilizing the property survey instead)

Staff recommend granting these waivers in consideration of the ILA, and the Village Attorney has modified the language of the template Agreement to Demolish Existing Single Family Home in anticipation of Village Council approval.

Note: This recommendation is based on fact that this proposed project would be funded through Palm Beach County, which would provide more assurance to the Village that the project would be completed in accordance with Village Code and the time frame permitted. This recommendation would not constitute a precedent that staff would recommend these types of waivers in the future for private and/or even other government-funded projects.

The proposed documents were prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director.

Note: The building permit application for the new single-family house is currently being reviewed by the Planning, Zoning & Building Department concurrent with this request.

FISCAL IMPACT:

The proposed request does not have a direct fiscal impact to the Village.

ATTACHMENTS:

Applicant's Occupancy Request Package
Agreement to Demolish Existing Single Family Home
Access Easement to Allow Demolition
Architectural Site Plan
Interlocal Agreement for Demolition Services
Ordinance No. 2018-09
Aerial Photograph



Village of Palm Springs

226 Cypress Lane

Palm Springs, FL 33461

Phone (561) 965-4016 Fax (561) 439-4132

www.vpsfl.org

Request for Occupancy during Construction of New Single Family Residence **OCCUPANCY REQUEST PACKAGE**

Requests for Occupancy during Construction shall meet all requirements of Sec. 34-897 "Continued Use of Existing Single Family Home during Construction of a Replacement Single Family Home". The property owner is responsible for all costs associated with the request, including Village attorney fees, through Cost Recovery.

DATE OF PRE-APPLICATION MEETING WITH PZ&B STAFF _____

PROPERTY ADDRESS **3760 Serubi Avenue, Village of Palm Springs, FL 33461**

PROPERTY CONTROL NUMBER (PCN) **70 43 44 19 17 000 0150**

PROPERTY OWNER(S)/RESIDENTS **Colin and Migel Coppin**

Submittal Requirements:

1. Complete building permit application.
2. Escrow Deposit of \$2500 for professional fees
3. Notarized Letter explaining the reason why the existing home should remain during construction, and the owner's intent to move into the new construction and have the existing house demolished with 30 days of the TCO on the new construction is issued.
4. Draft Agreement to Demolish Existing Single Family Home, with Exhibit "A" and Exhibit "B" prepared by a registered surveyor.
5. Survey (original signed/sealed) depicting areas described in Exhibit "A" and Exhibit "B".
6. Draft Easement to allow demolition of an Existing Single Family Home, with Exhibit "A", and Exhibit "B" prepared by a registered surveyor.
7. Itemized Estimate of Demolition Costs of Existing Single Family Home.
8. Bond or acceptable security in the amount of 110% of demolition costs.
9. If Owner/Builder Permit is being sought: financial statement demonstrating ability to cover new construction and demolition costs.

Process:

1. A pre-application meeting is required with PZ&B staff to confirm eligibility:
 - a. Evidence of Owner Occupancy
 - b. Demonstration of Compliance with Village Codes per Sec. 34-897
 - c. Building Official review and acceptance of demolition cost estimate
 - d. Construction schedule, including demolition (no more than 9 months)
2. Submittal of complete building application and Occupancy Request package.
3. PZB Staff coordination of review, including Village Attorney review of Agreement and Easement and Village Surveyor review of survey and exhibits.
4. Village execution of agreement easement
5. Issuance of building permit(s)



**Palm Beach County Department
of Housing and Economic Sustainability**

**100 Australian Avenue, Suite 500
West Palm Beach, Fl. 33406**

TO: Kimberly K. Glas-Castro

DATE: March 2, 2020

ATTN:

RE: Colin Coppin – House Replacement
Occupancy Request Package

TRANSMITTAL LETTER

TRANSMITTED to YOU:

☒ Information

☐ Request

☐ For Signature

☐ Return Signed

Copy/Original

☐ For Approval

Comment:

COPIES	DATE	DESCRIPTION
1	03/02/2020	Letter to Brian Shutt
1	03/02/2020	Agreement To Demolish Existing Single Family Home
1	03/02/2020	Notarized Letter Requesting to Live in existing House during Construction
4	03/02/2020	Surveys
1	03/02/2020	Ordinance NO.2018..09
1	03/02/2020	Copy of Agenda Item between Palm Beach County and the Village of Palm Springs
1	03/02/2020	Copy of Agreement for Demolition Services between Palm Beach County and the Village of Palm Springs

If enclosures are not as noted
Kindly notify us at once.

Signed: _____
David Lees



**Department of Housing and
Economic Sustainability**

**Capital Improvements, Real Estate,
& Inspection Services**

100 Australian Avenue – Suite 500
West Palm Beach, FL

(561) 233-3600

discover.pbcgov.org/DES

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

Equal Housing Opportunity

"An Equal Opportunity Affirmative
Action Employer"

July 30, 2019

Brian Shutt
Torcivia, Donlon, Goddeau & Ansay. PA
701 Northpoint Pkwy # 209
West Palm Beach, FL 33407

Re: Demolition/Colin Coppin Replacement House Project

Mr. Shutt,

Palm Beach County is funding a replacement house project for Mr. & Mrs. Colin Coppin and requests of the Village of Palm Springs, to waive demolition requirements as they apply to a "Homeowner Occupancy" request. Variances will enable the County to undertake demolishing the family's house.

Palm Beach County has an Inter-Local Agreement with the Village of Palm Springs to undertake demolition projects in their jurisdiction. Mr. & Mrs. Coppin requested of the Village of Palm Springs that the family be able to reside in their house during construction of a new house on their property. The family cannot afford to rent a house or apartment and neither do they have any friends or relatives in which they can live during the construction.

Mr. & Mrs. Coppin's property is large enough for the existing house to remain while a new house is being constructed. Architectural Plans and Specifications have been prepared for the existing house to remain while the new house is being constructed.

The Village of Palm Springs has an Ordinance No. 2018-09, enclosed, which allows, with several stipulations, for homeowners to live in their existing house while a new house is being constructed. Palm Beach County shall place for bid demolition of the Coppin's house and will commit to demolish the house after the new house has been completed.

The County requests the Village of Palm Springs, under their Inter-Local Agreement R-20187274, waive the following requirements:

- Draft an agreement with Exhibit "A", survey describing the location of the existing house.

A survey dated 9/15/16 is attached and the architectural drawings show the existing house and the location of the new house to be constructed.



- Preparation by a surveyor in Exhibit "B", easements to portions of the property for ingress and egress, to access the property, should the homeowner fail to demolish the house in accordance with stipulations and should the Village of Palm Springs have to demolish the house.

The County will place for bid demolition of the existing house for bid while the new house is being constructed.

- Itemized estimate of demolition costs of the existing single family home.

The County will place for bid demolition of the existing house while the new house is being constructed.

- Bond or acceptable security in the amount of 110% of demolition costs.

The County should be considered an "acceptable security" in that it shall manage the demolition contractor under a County contract.

- There will not be an Owner/Builder Permit being sought.

The general contractor, Sunny South Construction, Inc. will has made application for construction of the new house and the County will have a demolition contractor under contract prior to construction of the new house being complete.

We appreciate you review and assistance for this waiver request.

Sincerely,

A handwritten signature in blue ink that reads "David E. Schwarz".

David E. Schwarz

Attached: Village of Palm Springs Ordinance No. 2018-09
Village of Palm Springs Permit Submittal Requirements
PBCo/Palm Springs Inter-Local Agreement R-2018-00274
Mr. & Mrs. Coppin's Occupancy Request Package
Property Survey
Architectural Site Plan
Sunny South Construction, Inc. Application of Permit

cc: Kim Glas-Castro, Village of Palm Springs – Director Planning, Building & Zoning
Charles B. Cheney, Manager – CIREIS Section

Prepared by and Return to:

Village Clerk
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

AGREEMENT TO DEMOLISH EXISTING SINGLE FAMILY HOME

WITNESSETH: The undersigned, constituting all of the fee simple owners of the residential property described herein Colin S. Coppin & Migel E. Coppin ("Property Owner") seeks approval to allow an existing single family home to remain occupied while constructing another single family home on the same property, specifically described below, from the Village of Palm Springs, Florida, a municipal corporation, ("Village"):

The subject real property is located at: 3760 Serubi Ave, Palm Springs, FL 33461, and is more specifically described as: SERUBI COURT LT 15, hereinafter referred to as "Property" and as further described in Exhibit "A", attached hereto and incorporated herein.

1. Property Owner holds legal title to the Property and no one else other than Property Owner has any ownership interest in the Property.
2. The Property Owner agrees that it will vacate the existing single family home on the Property within 30 days of the issuance of a temporary certificate of occupancy by the Village Building Official, or within 9 months of the execution of this Agreement by both parties, whichever is of a shorter time period. The Property Owner agrees that the existing single family home shall be demolished within 90 days of the issuance of the temporary certificate of occupancy as described above. In order to be in compliance with this paragraph, the structure must be completely removed and all debris removed from the Property and the area must be leveled.
3. Property Owner warrants that it has the authority to enter into this agreement with the Village and agrees to indemnify and hold harmless the Village and Palm Beach County from and against any and all claims, demands, actions, and causes of action which may arise out of the demolition of the single family home from any and all known and unknown owners of the property.
4. Property Owner agrees to allow Palm Beach County to demolish the existing single family home located on the property.
5. This Agreement shall be in full force and effect upon its execution by the parties hereto and constitutes the full understanding of the parties and may only be amended by a written instrument executed by the parties.
6. If it becomes necessary to employ counsel to enforce or construe this Agreement, whether or not suit be brought, the prevailing party shall be entitled to reasonable costs and attorneys' fees, including those at all appellate levels.
7. In the event the Property is sold or transferred to a third party, in any amount, this Agreement shall be null and void and the existing single family home must be demolished within 30 days of such sale or transfer.
8. The laws of the State of Florida shall apply and venue shall be in Palm Beach County.
9. If Property Owner does not comply with all of the terms and conditions of this Agreement, the Village shall have any and all remedies allowed by law as well as code enforcement action pursuant to the Village Code. Any costs incurred by the Village in enforcing the terms of this Agreement shall result in a lien on the property, unless paid.

IN WITNESS WHEREOF, the parties have set their hands and seals in execution of this Agreement to Demolish, this 22 day of October, 2019.

Witnesses:

David E. Schwarz
DAVID E. SCHWARTZ
Printed Name

Elena O'Keefe
Elena O'Keefe
Printed Name

PROPERTY OWNER:

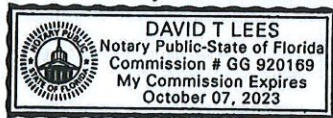
Colin S Coppin
Colin S Coppin
Printed Name

Miguel Coppin
Miguel Coppin
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Agreement to Demolish was acknowledged before me this 22 day of October, 2019 by Miguel Coppin and Colin Coppin, the property owners described herein, who provided Florida Driver's License as identification.

Witness my hand and seal the day and year first written above.



David T. Lees
NOTARY PUBLIC
State of Florida
My Commission Expires: October 7, 2023

VILLAGE OF PALM SPRINGS, FLORIDA

Attest: Kimberly Wynn, Village Clerk

Richard J. Reade, Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Agreement to Demolish was acknowledged before me this ____ day of _____, 201_, by RICHARD J. READE and KIMBERLY WYNN, the Village Manager and Village Clerk, respectively, who are personally known to me.

Witness my hand and seal the day and year first written above.

NOTARY PUBLIC
State of Florida
My Commission Expires:

June 25, 2019

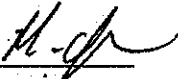
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33462

Re: Remain in House, Section 34-879

Village of Palm Springs,

My family requests being able to reside in our house during construction of a new house on our property. Our family cannot afford to rent a house or apartment nor do we have any friends or relatives in which we can live during the construction.

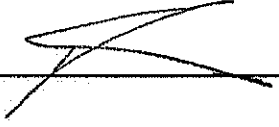
Thank you in advance for your consideration.

 
Colin Coppin and Migel Coppin

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THE CONTENTS OF THIS DOCUMENT, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE STATEMENTS CONTAINED THEREIN ARE TRUE, CORRECT AND COMPLETE.

Affiant Name: Colin St. Clare Coppin

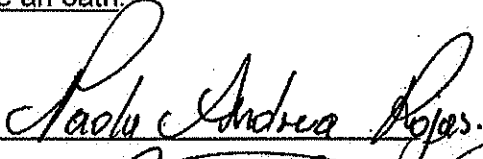
Affiant Name: Migel Coppin

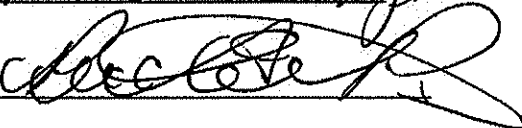
Signature: 

Signature: 

**STATE OF FLORIDA:
COUNTY OF PALM BEACH:**

The foregoing instrument was acknowledged before me this 26 day of June, 2019, by, who is personally known to me or who has produced Driver License identification and who did, did not take an oath.

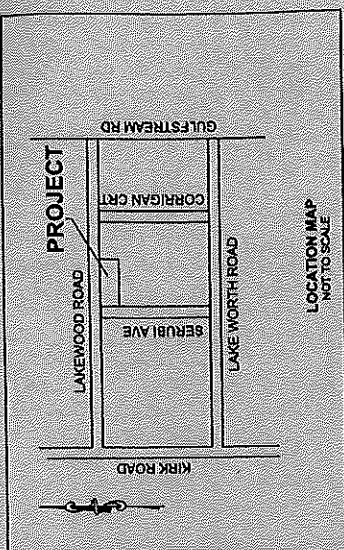
Notary Name: 

Notary Signature: 

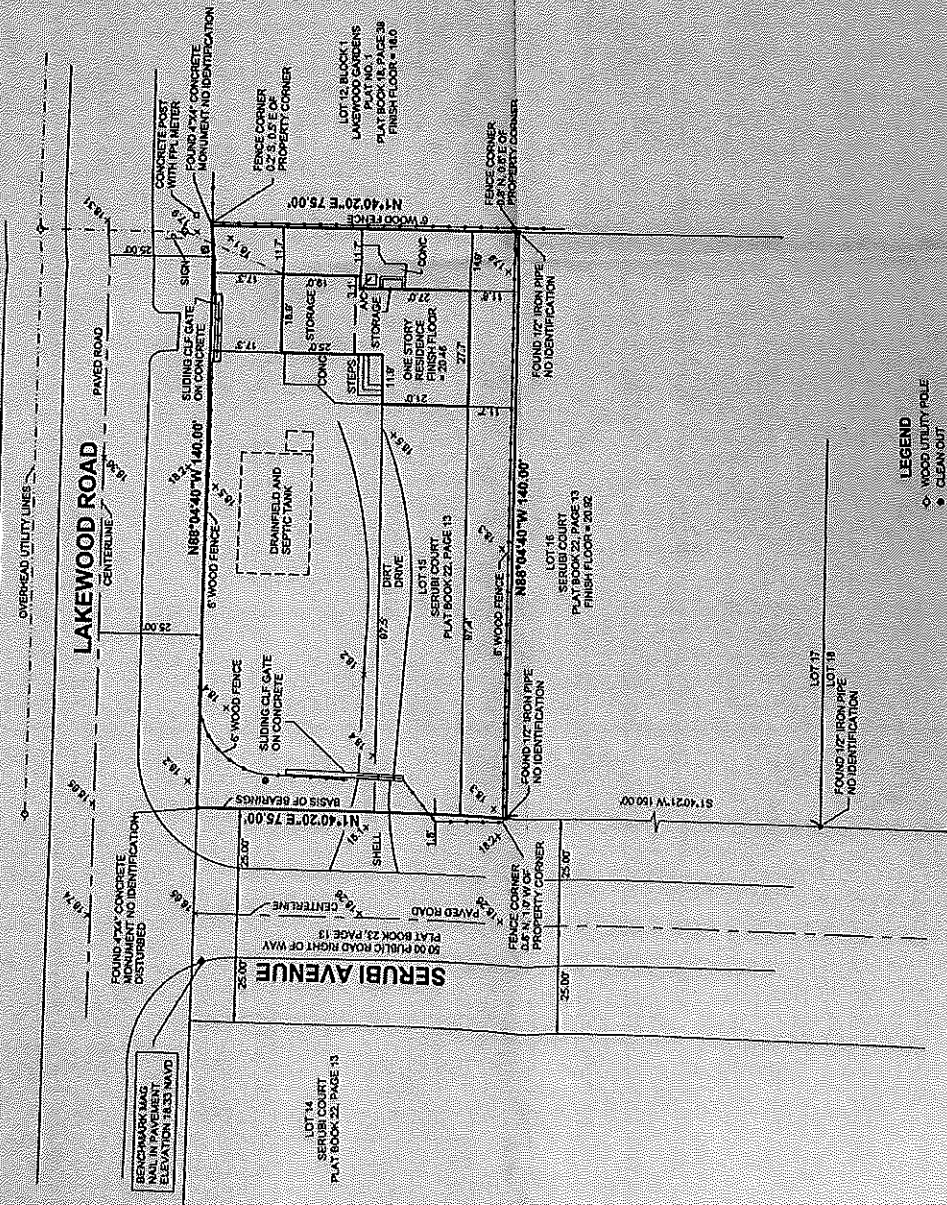


Paola Andrea Rojas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG178716
Expires 1/24/2022

Notary Public - State of Florida
(NOTARY SEAL)



LOT 1 BLOCK 13
LAKEWOOD ROADS
PLAT NO. 1
PLAT BOOK 18, PAGE 38



- LEGEND**
- ◇ WOOD UTILITY POLE
 - CLEAN OUT
 - WATER METER BOX
 - FLA. FLORIDA POWER & LIGHT
 - CONC. CONCRETE
 - CLF. CHAIN LINK FENCE
 - NAVD. NORTH-AMERICAN VERTICAL DATUM
 - A/C. AIR CONDITIONER

LEGAL DESCRIPTION:

LOT 14, SERUBI COURT, RE-SUBDIVISION OF TRACT 65 OF THE FRANK SHAW SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT OF SAID RE-SUBDIVISION, RECORDED IN PLAT BOOK 22, PAGE 13, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.24 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS BOUNDARY SURVEY.
2. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED SURVEYOR.
3. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
4. THE SCALE OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION.
5. THE LAND DESCRIPTION WAS PROVIDED BY THE OWNER.
6. DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF LOT 15, SERUBI COURT, PLAT BOOK 22, PAGE 13, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 91° 40' 20" EAST.
8. SUBJECT PROPERTY LIES IN ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP 12016040165 8, REVISION DATE OCTOBER 15, 1982.
9. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH-AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON PALM BEACH COUNTY ENGINEERING BENCHMARK "TH 14" WITH A PUBLISHED ELEVATION OF 17.553.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 117, F.S. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE REQUIREMENTS OF FLORIDA STATUTES 472.027.

DATE SEP 29, 2016

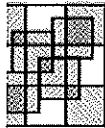
 DAVID WHEELER

DATE	9-15-2016	SCALE	1"=20'
FILE NO.	7621	CHECKED BY	00000
PAGE	00000	FILE NAME	0000

REVISIONS	DATE	BY

3760 SERUBI AVENUE
LAKE WORTH, FL
BOUNDARY SURVEY

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 W. LAKES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561) 392-1991 / FAX (561) 750-1452



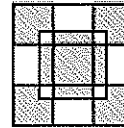
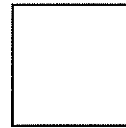
Colomé &
Associates, Inc.
AA 0003439
10000 W. PALM BEACH
BOULEVARD, SUITE 200
PALM BEACH, FL 33411
(561) 833-7147
FAX: (561) 833-7148



FBC-D&S
OFFICE
RESIDENCE
3700 BERNE AVE
LAKE WORTH, FL

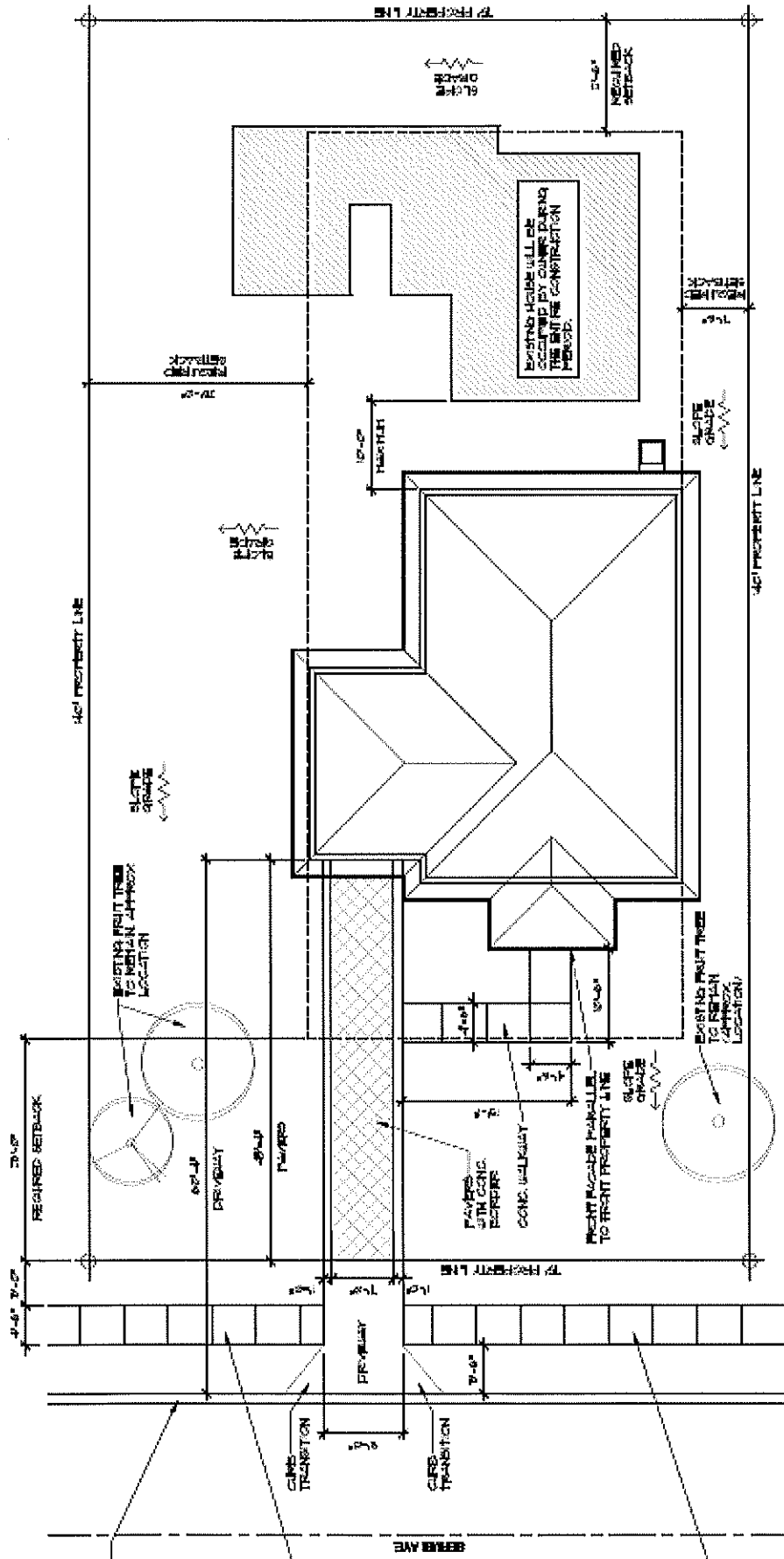
FLOOR

PROJECT NO.
10000

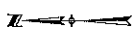


REVISION
SITE PLAN
ZONING BUILDING
SITE DATA

LAKEWOOD RD.



SCALE: 1/8" = 1'-0"



LOY IS SERIALIZED, ACCORDING TO THE PLAY
THINKING AS RECORDED IN PLAY BOOK 2/2 PAGE 13.
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ORDINANCE NO.2018..09

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION I "IN GENERAL", CREATING SECTION 34-897 "CONTINUED USE OF EXISTING SINGLE FAMILY HOME DURING CONSTRUCTION OF A REPLACEMENT SINGLE FAMILY HOME", TO ALLOW AN EXISTING SINGLE FAMILY HOME TO REMAIN DURING CONSTRUCTION OF A REPLACEMENT SINGLE FAMILY HOME; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, this proposed ordinance would allow a legally existing single family home to remain during construction of a replacement single family home; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", Subdivision I "In General", Section 34-897 "Continued use of existing single family home during construction of a replacement single family home", is hereby created to read as follows:

Sec.34-897.-Continued use of existing single family home during construction of a replacement single family home.

The Village Council may authorize the continued use of a legal existing single family home (this does not apply to recreational vehicles or temporary structures) during the construction of a new replacement single family home with, but not limited to, the following conditions:

(1) The lot or building site is large enough to accommodate the existing single family home and the construction of the replacement home while meeting all village code requirements. (no variances or waivers) including but not limited to, all development and building standards.

(2) The property owner must provide a notarized letter explaining the reason why the existing home should remain during construction and the owner's intent to move into the new construction and have the existing house demolished within 30 days after a temporary certificate of occupancy on the new construction is issued.

(3) Demolition of the existing single family structure must occur within 30 days after issuance of the temporary certificate of occupancy.

(4) The property owner must enter into an agreement with the Village, approved by the Village Manager, providing that the property owner agrees to provide legal access to the Village, in a manner prescribed by the Village, to allow the Village or its contractor to enter onto the property and demolish such structure if the property owner fails to comply with this Section or if the property owner fails to comply with the terms of the agreement, which shall also include a date certain as to when the structure must be demolished. The date certain may not extend beyond nine (9) months from the date of entering into the agreement. The agreement shall require the property owner to provide a bond or other level of security in order to compensate the Village for any demolition costs. The Village Manager shall have the authority to extend the date certain once, upon the written request of the owner, and such extension may not exceed a period of thirty (30) days. If the Village

The Mayor thereupon declared this Ordinance approved and adopted by the Village suph denialto the Village Council. but only if such appealis requested within 10 days of the denialby the Village Manager.which denialmay be sent to property owner by regular mail or email.

(5) The agreement sballJi'llt'e the Viflaae the ri ght ip eoteLQntg the orooertv.
without any further legalaction by the Village, and demolish the structure.

Section 3. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances *and* may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section","division",or any other appropriate word.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section orpart thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declarntion shall not affect the validity of the remainder of this Ordinance.

Section §. Effective Date. This Ordinance shall become effective immediatelyupon adoption.

CouncilMember Bri.nkfllDLn, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member ti) Qh, and upon being put to a vote,the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	e	D	D
DOUG GUNTHER, VICE MAYOR	!!('	D	0
JONIBRINKMAN, MAYOR PROTEM	rg'	0	0
LIZ SHIELDS, COUNCIL MEMBER	D	0	"
PATTIWALLER, COUNCIL MEMBER	if	0	0

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this day of November 2018.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: [Signature]
BEV SMITH, MAYOR

First Reading (1st) / JM ✓
Second Reading Q1tUj 10, aot-g

ATTEST:

BY: [Signature]
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY



AGENDA ITEM SUMMARY

R-2018-0274

Department: Department of Housing & Economic Sustainability

Motion and Title: Staff recommends motion to approve: an Agreement with the Village of Palm Springs for demolition services to eliminate blighted conditions which pose a threat to public health and safety in the community.

Background and Justification: The Village of Palm Springs has an executed Interlocal Agreement with Palm Beach County to participate in the County's HUD Urban County Program, and thereby, the County may undertake CDBG and NSP activities within the City. Approval of this Agreement will facilitate the use of CDBG and NSP funds for the elimination of threats to public health and safety and the removal of blighted conditions.

1. Agreement with the Village of Palm Springs

Date 2/8/18

2/14/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ☐ No ☐
 Does this Item include the use of Federal Funds? Yes ☒ No ☐

B. Recommended Sources of Funds/Summary of Fiscal Impact:

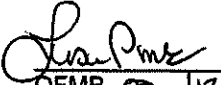
No fiscal impact

C. Departmental Fiscal Review:


 Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 2/12/18
 OFMB 2/12/18
 2/15/18
 Contract Development and Control 2/15/18

B. Legal Sufficiency:

 2/15/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

R2018 0274

AGREEMENT FOR DEMOLITION SERVICES

PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS AGREEMENT, entered into on MAY 13 2018, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its various programs, and Village of Palm Springs, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 226 Cypress Lane, Palm Springs, FL 33461.

WHEREAS, Palm Beach County has made funding available from various sources designated to alleviate slums and blighted conditions through the demolition of vacant structures; and

WHEREAS, Palm Beach County and Village of Palm Springs jointly desire to implement the demolition services specified by this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the Village of Palm Springs.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "NSP" means Neighborhood Stabilization Program.
- (G) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (H) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality and the County shall jointly implement the herein described demolition program which activities have been determined to be **Clearance Activities**, under 24 Code of Federal Regulations (CFR) 570.201(d). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", meet either the **CDBG Low- and Moderate- Income Area Benefit National Objective** as defined in 24 CFR 570.208(a)(1) or the **Prevention or Elimination of Slums and Blight National Objective** defined in 24 CFR 570.208(b).

4. **GENERAL COMPLIANCE**

Where applicable, the Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. PAYMENT FOR SERVICES

All services undertaken and provided through this Agreement, unless specifically noted, shall be paid directly to the vendor by the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the availability of funds, as determined by the County in its sole and absolute discretion, during the Term of this Agreement. The effective date shall be the date of execution of this Agreement ("Effective Date") and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Term of this Agreement may be extended by amendment executed by both parties to the Agreement.

8. CONDITIONS ON WHICH PROJECT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES.

(B) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Funds generated by repayment of municipal liens for municipal costs are not considered program income. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The requirements of this section shall survive the termination or expiration of this Agreement.

9. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

10. PROGRAM ELIGIBILITY CRITERIA

In order to qualify for demolition, one of the following three (3) criteria must be met:

1. The activity must benefit all residents of the particular area, where at least 51 percent (51%) of the residents are low and moderate income persons.
2. The activity must be located in an area which:
 - a. meets the designated definition of a slum, blighted, deteriorated or

- deteriorating area under State or local law;
- b. throughout the area, there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;
- c. documentation must be maintained on the boundaries of the area and the condition which qualified the area at the time of designation; and the assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.

- 3. Clearance activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area and which are necessary to the extent that they eliminate conditions which are detrimental to public health and safety.

11. EVALUATION AND MONITORING

The Municipality agrees that DES may carry out periodic monitoring and evaluation of activities as determined necessary by DES and that the continuation of this Agreement is dependent upon satisfactory evaluation and conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property which was acquired, improved, or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or, demolition, or the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

14. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of

this Agreement

15. INSURANCE BY MUNICIPALITY:

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

16. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

17. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

18. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (B) 2 CFR 200
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;

VILLAGE OF PALM SPRINGS

- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality. The County may cease operation of the program until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

22. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

23. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and

VILLAGE OF PALM SPRINGS

are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

24. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

25. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

26. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

28. SOURCE OF FUNDING

This Agreement and all obligations of the County hereunder are subject to and contingent upon the availability of funds through the Programs administered by the County's Department of Economic Sustainability. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

29. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

30. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public 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 Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm

VILLAGE OF PALM SPRINGS

Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 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 Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

31. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-two (22) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

32. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

VILLAGE OF PALM SPRINGS

WITNESS our Hands and Seals on this day of MAR 13 2018, 2018.

(MUNICIPALITY SEAL BELOW)



VILLAGE OF PALM SPRINGS

By: [Signature]
Bev Smith, Mayor

By: [Signature]
Kimberly M. Wynn Village Clerk 4/11/18

By: [Signature]
Glen Torcolia, Village Attorney
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: [Signature]
~~Paula H. Burdick, Mayor~~ Melissa McKinlay
Palm Beach County

By: [Signature]
Deputy Clerk
Approved as to Form and
Legal Sufficiency

Document No.: R2018 0274

Approved as to Terms and Conditions
Department of Economic Sustainability

By: [Signature]
James Brako,
Assistant County Attorney

By: [Signature]
Sherry Howard, Deputy Director

EXHIBIT "A"

RESPONSIBILITIES OF THE MUNICIPALITY AND COUNTY

This demolition program will be funded by the County with Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds. The County and the Municipality shall cooperate in implementation of the demolition program with each entity having specific responsibilities as delineated below.

I. Responsibilities of the Municipality

The Municipality shall:

A. The Municipality shall identify properties to be demolished and submit to the County a request for demolition for each property. The request for demolition shall include:

1. A completed Demolition Questionnaire (Exhibit B);
2. A completed Request for Environmental Review (Exhibit C) and
3. An Owner's Consent to Demolish (Exhibit D - No Liens) or (Exhibit E - With Liens) or a Municipal Order to Demolish

B. The Municipality shall maintain adequate documentation on file to demonstrate that each property selected for demolition meets one (1) of the following criteria:

1. Slums and Blight Area

- The property is located in an area which meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local laws. The boundaries of the area and the conditions which qualified the area at the time of its designation must be documented and maintained on file;
- Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration; and
- The demolished property addressed one or more of the conditions which contributed to the deterioration of the area.

2. Slums and Blight Spot

The demolition of the property will eliminate a specific condition of blight or physical decay on a spot basis, and the demolition is necessary to the extent that it will eliminate conditions which are detrimental to public health and safety.

3. Low- and Moderate-Income Area

The activity benefits all residents of the particular area where at least 51% of the residents are of low- and moderate-incomes (household income no greater than 80% of Area Median Income, adjusted for family size).

C. In all cases, regardless of ownership, where the anticipated total cost of demolition and where applicable, asbestos abatement, exceeds \$25,000:

The Municipality shall cause to be executed and recorded a Declaration of Restrictions on title to the property (Exhibit F). The original recorded Declaration of Restrictions must be delivered to the County prior to the commencement of demolition work; or

The Municipality shall place a lien on the property in an amount that includes the County's costs as noted above and insert language that places restrictions on the property equivalent to the restrictions contained in the County's Declaration of Restrictions.

D. The Municipality, in lieu of a recording a Declaration of Restrictions or placing a lien on the property, shall have the option of paying the County the total cost of demolition and asbestos abatement that exceeds \$24,999.

VILLAGE OF PALM SPRINGS

- E. The Municipality may opt to cancel the unit to be demolished due to cost considerations after completion of a title search and asbestos survey, but prior to asbestos abatement and procurement of demolition bids being undertaken. In instances where the project is cancelled by the Municipality, a National Objective will not be accomplished as required by the regulations accompanying the funding source. The County will charge and the Municipality shall pay to the County an Administrative Fee of \$1500 plus the cost of the Title Search and the Asbestos Survey. The Administrative Fee will offset the County's costs associated with the preparation of the Environmental Review, the processing of the demolition application and the processing of the asbestos related work.
- F. Upon expiration of this Agreement, the Municipality shall transfer to the County any accounts receivable attributable to the use of CDBG and/or NSP funds. In addition, any real property which was acquired, improved or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or demolition, or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

Responsibilities of the County:

- A. The County, at its sole discretion, shall determine the eligibility of properties to be demolished. The determination will be based on CDBG and NSP Program regulations, and other applicable Federal, State, and local authorities.
- B. The County shall perform an Environmental Review (ER) in accordance with 24 CFR Part 58 and will identify conditions or mitigation measures required, if any.
- C. The County shall conduct an asbestos survey of each property submitted for demolition by the Municipality and shall undertake abatement, where necessary, prior to demolition. The County shall inform the Municipality of the cost and results of the title search, asbestos survey and, if applicable, the cost of the asbestos abatement.
- D. The County shall coordinate, procure, and oversee the demolition of properties approved for demolition by the County.
- E. The County shall fund all costs of services ordered and undertaken by the County, its contractors, and subcontractors, except in the event that (i) the Municipality elects to exercise its option to pay all costs of the in excess of \$24,999 per Exhibit A, Section I.D, above, or (ii) the Municipality elects to cancel the unit to be demolished and pay the County the fees and costs set forth in Exhibit A, Section I.E, above.

EXHIBIT B**DEMOLITION QUESTIONNAIRE**

This is a request for the demolition of the property identified herein as follows:

PROPERTY ADDRESS:	
LEGAL DESCRIPTION:	
PROPERTY CONTROL NUMBER:	
NUMBER OF STRUCTURES AT THIS PROPERTY:	_____ structures
NUMBER OF STRUCTURES TO BE DEMOLISHED:	_____ structures
TOTAL FLOOR AREA OF STRUCTURES TO BE DEMOLISHED:	_____ square feet
NUMBER OF DWELLING UNITS TO BE DEMOLISHED:	_____ dwelling units
DESCRIPTION OF STRUCTURES TO BE DEMOLISHED AND TYPE OF CONSTRUCTION:	

1. PROPERTY OWNER INFORMATION:

Submit copies of recorded deed, or other document evidencing ownership:

Property Owner(s) Name	Property Owner's Phone Number
	()
	()

2. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY NON-RESIDENTIAL:

- ☐ entirely non-residential
☐ partially non-residential

Describe the use of the property:

3. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY RESIDENTIAL:

- ☐ entirely residential
☐ partially residential

List all residential dwelling units that have been vacant for three months or more.

Unit No.	Date Last Occupied	Source of Information Used to Establish Date Last Occupied

Examples of information sources for date last occupied:

- Affidavit from property owner

VILLAGE OF PALM SPRINGS

- Date of utility cut off
- Date from notice to vacate unsafe structure
- Date of fire department report

List all residential dwelling units that have been vacant less than three months, then attach a Demolition Unit Worksheet for each dwelling unit listed.

Unit No.	Unit No.	Unit No.	Unit No.	Unit No.

4. FOR STRUCTURE(S) TO BE DEMOLISHED:

State the year built for each structure:

Year Built	Year Built	Year Built	Year Built	Year Built

For structures to be demolished built more than 50 years ago, submit the following for each:

- Demolition Justification and Historical Background Information sheet
 - Two front view photos and two side view photos of each structure.
- Mount photos on Photographic Survey form.

For structures to be demolished built 50 years ago, or less, submit the following for each:

- One front view photo and one side view photo of each structure.
- Mount photos on Photographic Survey form.

5. CERTIFICATION OF AGENCY SUBMITTING THIS REQUEST:

The undersigned representative of the agency submitting this request certifies to Palm Beach County, in connection with the structures identified herein for demolition, that:

- a. the structures to be demolished are owned by the property owners shown above, or the agency's documentation of the condemnation proceedings executed by the agency's legal representative.
- b. the structures to be demolished are vacant unoccupied structures,
- c. the structures to be demolished are in a blighted condition, that is, these structures are in a state of physical decay and deterioration that renders them in a substandard condition where rehabilitation to make them suitable for occupancy according to applicable housing and building codes is economically infeasible,
- d. the structures to be demolished are un-occupiable due to their deteriorated condition,
- e. the demolition of these structures will not result in the displacement of any owner or tenant that is a residential or business occupant, and that
- f. the last occupant has not been displaced as a result of government action associated with this demolition.

The undersigned further certifies to Palm Beach County that he/she has been authorized by the below named agency to submit this request.

AGENCY NAME: _____

AGENCY REPRESENTATIVE'S NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT C**ENVIRONMENTAL REVIEW REQUEST****1. REQUESTING AGENCY NAME**

--

2. CONTACT PERSON

Name:		Date:	
-------	--	-------	--

3. CONTACT INFORMATION

E-Mail:		Phone:	
---------	--	--------	--

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

--

5. FUNDING SOURCE

☐ CDBG ☐ HOME ☐ DRI ☐ NSP1 ☐ NSP2 ☐ Other: _____

6. ACTIVITY TYPE

☐ Direct Homeownership Assistance/Subsidy to the homebuyer for:

- ☐ S/F New construction
☐ S/F Acquisition with ☐ minor Rehab ☐ major rehab
☐ S/F Acquisition

☐ Residential New Construction:

- ☐ 1-4 units
☐ 5+ units

☐ Housing Rehabilitation:

- ☐ Residential: ☐ 1-4 units ☐ 5+ units
☐ Non-residential conversion to residential

☐ Acquisition:

- ☐ Existing Residential Properties without Rehabilitation: Number of Units: _____
☐ Existing Residential Properties with Rehabilitation: Number of Units: _____
☐ Land Acquisition: Proposed Number of Units: _____
☐ Existing Non-Residential Structures for Conversion: Proposed Number of Units: _____

☐ Demolition:

- ☒ Existing Residential: ☒ 1-4 units ☐ 5+ units
☐ Non-residential

☐ Capital Improvements:

Specify: _____

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property Is:	☐ Vacant ☐ Owner occupied ☐ Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?

☐ No ☐ Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:

- ☐ Single Family
☐ Multi Family Structure - Number of Units: _____
☐ Commercial
☐ Other - Specify: _____

11. ZONING DESIGNATION AND COMPLIANCE:

Zoning designation: _____

Does the structure comply with the applicable zoning requirements? ☐ Yes ☐ No**12. UTILITIES:**Is this property served by a water main? ☐ Yes ☐ NoIs this property presently served by a sewer line? ☐ Yes ☐ No**REQUEST SUBMITTED BY:**

Name _____ Signature _____ Date _____

STRUCTURES OVER 50 YEARS OLD

DEMOLITION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION

PROPERTY ADDRESS:	
PROPERTY OWNER(S):	
YEAR BUILT:	

For structures built more than 50 years ago:

1. Provide a detailed justification for the demolition of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs consisting of views of the four (4) elevations, views of the street in both directions, contiguous properties, and any unique architectural properties of the structure(s).

2. Provide information on any historical events or individuals known to be associated with the above stated property.

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

PLACE PHOTO HERE

Photo date: _____ ☐ Photo is before demolition ☐ Photo is after demolition

☐ North side ☐ West side ☐ Living room ☐ Hall ☐ Bathroom ☐ Carport/garage ☐ Utility room
☐ South side ☐ East side ☐ Dining room ☐ Kitchen ☐ Bedroom ☐ Other: _____

PLACE PHOTO HERE

VILLAGE OF PALM SPRINGS

Photo date: _____ [☐ Photo is before demolition [☐ Photo is after demolition

[☐ North side [☐ West side [☐ Living room [☐ Hall [☐ Bathroom [☐ Carport/garage [☐ Utility room
[☐ South side [☐ East side [☐ Dining room [☐ Kitchen [☐ Bedroom [☐ Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

PLACE PHOTO HERE

Photo date: _____ [☐ Photo is before demolition [☐ Photo is after demolition

[☐ North side [☐ West side [☐ Living room [☐ Hall [☐ Bathroom [☐ Carport/garage [☐ Utility room
[☐ South side [☐ East side [☐ Dining room [☐ Kitchen [☐ Bedroom [☐ Other: _____

PLACE PHOTO HERE

VILLAGE OF PALM SPRINGS

Photo date: _____ [] Photo is before demolition [] Photo is after Demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

PLACE PHOTO HERE

Photo date: _____ [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

PLACE PHOTO HERE

Photo date: _____ ☐ Photo is before demolition ☐ Photo is after demolition

☐ North side ☐ West side ☐ Living room ☐ Hall ☐ Bathroom ☐ Carport/garage ☐ Utility room
☐ South side ☐ East side ☐ Dining room ☐ Kitchen ☐ Bedroom ☐ Other: _____

EXHIBIT D

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITHOUT MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY (DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are no outstanding mortgages or other liens upon the property described above and the improvements thereon located.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____ day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature: _____

Name: _____ Signature: _____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____
by _____, who is personally
known to me or who has produced _____ as
identification and who did (did not) take an oath.

Notary Signature: _____

Notary Seal

Notary Name: _____
Notary Public - State of Florida

EXHIBIT E

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITH MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY(DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are outstanding mortgages or other liens upon the property described above and the improvements thereon located, that

I ALSO WARRANT to DES that the mortgagees and/or lien holders are _____, and that I have obtained the written consent of each mortgagee and lien holder to demolish the above stated structure, and that I have provided DES each such consent.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____ day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature: _____

Name: _____ Signature: _____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Signature: _____

Notary Name: _____

Notary Seal
Return to:

Notary Public - State of Florida

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Prepared by: James Brako
Assistant County Attorney

EXHIBIT F

DECLARATION OF RESTRICTIONS

The undersigned, _____, whose address is _____, (hereinafter referred to as "Property Owner", which term shall include the Property Owner's successors and assigns, in consideration of funding in the amount of \$_____ expended by the Palm Beach County Board of County Commissioners (the "County") for improvements to the Premises consisting of demolition, does hereby grant to the County the following restrictions against the Premises described herein.

1. The Premises shall mean the real property described as follows:

2. These restrictions against the Premises shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

3. In consideration of the County's expenditure of funds for the demolition of the Premises, the Property Owner hereby covenants and agrees that for a period of five (5) years commencing on or about _____, (the estimated date of completion of demolition) and terminating on _____ (the "Term"):

- (a) The Premises shall remain vacant; or
- (b) The Premises shall be redeveloped with an Eligible Use that serves a National Objective pursuant to HUD regulations, as confirmed by Palm Beach County, for the duration of the Term. The Property Owner shall obtain such written confirmation from the Director of the Palm Beach County Department of Economic Sustainability, at the address below, prior to commencement of construction. The use of the Premises shall be subject to monitoring by the County for the duration of the Term.

4. Should the Property Owner redevelop the Premises, or change the use or planned use, or discontinue use of the Premises (including the beneficiaries of such use) from that for which the improvements were made and in violation of the restrictions contained herein, then the Property Owner shall pay the County an amount equal to the current market value of the Premises, and the improvements thereon, less any portion thereof attributable to the expenditure of non-CDBG/NSP funds for acquisition of and improvements to the Premises. The final determination of the amount of any such payment to the County under this paragraph shall be made by the County.

5. In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

VILLAGE OF PALM SPRINGS

Before the County shall pursue any of its rights or remedies under this Declaration of Restrictions, the County shall first give the Property Owner written notice of the default complained of which such notice shall be given to the Agency at their address shown above. The Property Owner shall then have ten (10) working days from the date such notice is given to satisfactorily cure or correct any default as determined by the County in its sole and absolute discretion.

6. This Declaration of Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, and the original provided to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this _____ day of _____, 20_____.

SIGNED, SEALED, AND DELIVERED IN
THE PRESENCE OF:

Witness Name: _____ Witness Signature: _____ X _____
Witness Name: _____ Witness Signature: _____ X _____

By: _____ Signature: _____ X _____
--

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____,
20____, by _____, who is personally known to me or has
produced _____
_____ as identification and who did/did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

Prepared by and Return to:

**Village Clerk
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461**

AGREEMENT TO DEMOLISH EXISTING SINGLE FAMILY HOME

WITNESSETH: The undersigned, constituting all of the fee simple owners of the residential property described herein [Colin S. Coppin & Migel E. Coppin](#) ("Property Owner") seeks approval to allow an existing single family home to remain occupied while constructing another single family home on the same property, specifically described below, from the Village of Palm Springs, Florida, a municipal corporation, ("Village"):

The subject real property is located at: [3760 Serubi Ave, Palm Springs, FL 33461](#), and is more specifically described as: [SERUBI COURT LT 15](#), hereinafter referred to as "Property" and as further described in Exhibit "A", attached hereto and incorporated herein.

1. Property Owner holds legal title to the Property and no one else other than Property Owner has any ownership interest in the Property.

2. The Property Owner agrees that it will vacate the existing single family home on the Property within 30 days of the issuance of a temporary certificate of occupancy by the Village Building Official, or within 9 months of the execution of this Agreement by both parties, whichever is of a shorter time period. The Property Owner agrees that the existing single family home shall be demolished within 90 days of the issuance of the temporary certificate of occupancy as described above. In order to be in compliance with this paragraph, the structure must be completely removed and all debris removed from the Property and the area must be leveled.

3. Property Owner warrants that it has the authority to enter into this agreement with the Village and agrees to indemnify and hold harmless the Village and Palm Beach County from and against any and all claims, demands, actions, and causes of action which may arise out of the demolition of the single family home from any and all known and unknown owners of the property.

4. Property Owner agrees to allow Palm Beach County to demolish the existing single family home located on the property.

5. This Agreement shall be in full force and effect upon its execution by the parties hereto and constitutes the full understanding of the parties and may only be amended by a written instrument executed by the parties.

6. If it becomes necessary to employ counsel to enforce or construe this Agreement, whether or not suit be brought, the prevailing party shall be entitled to reasonable costs and attorneys' fees, including those at all appellate levels.

7. In the event the Property is sold or transferred to a third party, in any amount, this Agreement shall be null and void and the existing single family home must be demolished within 30 days of such sale or transfer.

8. The laws of the State of Florida shall apply and venue shall be in Palm Beach County.

9. If Property Owner does not comply with all of the terms and conditions of this Agreement, the Village shall have any and all remedies allowed by law as well as code enforcement action pursuant to the Village Code. Any costs incurred by the Village in enforcing the terms of this Agreement shall result in a lien on the property, unless paid.

IN WITNESS WHEREOF, the parties have set their hands and seals in execution of this Agreement to Demolish, this 22 day of October, 2019.

Witnesses:

David E Schwarz
DAVID E. SCHWARZ
Printed Name

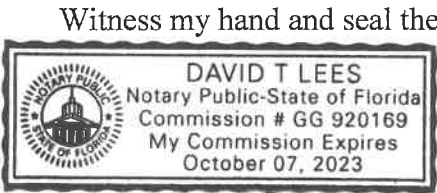
Elena O'Keefe
Elena O'Keefe
Printed Name

PROPERTY OWNER:
Colin S Coppin
Printed Name

Migel Coppin
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Agreement to Demolish was acknowledged before me this 22 day of October, 2019 by Migel Coppin and Colin Coppin, the property owners described herein, who provided Florida Driver's License as identification.



David T. Lees
NOTARY PUBLIC
State of Florida
My Commission Expires: October 7, 2023

VILLAGE OF PALM SPRINGS, FLORIDA

Attest: Kimberly Wynn, Village Clerk

Richard J. Reade, Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Agreement to Demolish was acknowledged before me this ____ day of _____, 201_, by RICHARD J. READE and KIMBERLY WYNN, the Village Manager and Village Clerk, respectively, who are personally known to me.

Witness my hand and seal the day and year first written above.

NOTARY PUBLIC
State of Florida
My Commission Expires:

March 10, 2020

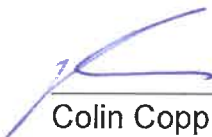
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33462

RE: Remain in House, Section 34-879

Village of Palm Springs,

My family requests being able to reside in our house during the construction of a new house on our property. Our family cannot afford to rent a house or apartment nor do we have any friends or relatives in which we can live during the construction.

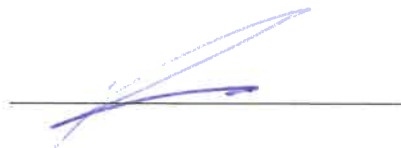
Thank you in advance for your consideration.

 
Colin Coppin and Migel Coppin

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THE CONTENTS OF THIS DOCUMENT, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE STATEMENTS CONTAINED THEREIN ARE TRUE, CORRECT AND COMPLETE.

Affiant Name: Colin St. Clare Coppin

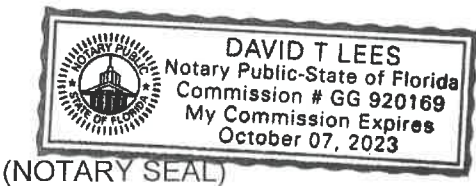
Affiant Name: Migel Coppin

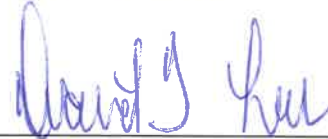
Signature: 

Signature: 

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

Sworn to (or affirmed) and subscribed before me via _____ physical presence OR _____ online notarization this 10th day of March, 2020 by Colin Coppin and Migel Coppin who is personally known to me, or who has produced Driver's Licenses as identification, and who did/did not take an oath.



Signature: 

Notary Name: David T Lees
Notary Public - State of Florida

Prepared by and Return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

ACCESS EASEMENT TO ALLOW DEMOLITION OF AN EXISTING SINGLE FAMILY HOME

THIS GRANT OF AN ACCESS EASEMENT TO ALLOW DEMOLITION OF AN EXISTING SINGLE FAMILY HOME is made this 20th day of March, 2020, by and between **COLIN AND MIGEL COPPIN** ("Property Owner"), with a mailing address of **3760 SERUBI AVENUE, PALM SPRINGS, FLORIDA 33461** and the **VILLAGE OF PALM SPRINGS** ("Village"), with a mailing address of 226 Cypress Lane, Palm Spring, Florida, 33461, a municipal corporation in Palm Beach County, State of Florida:

BACKGROUND

Owner is the owner of a certain parcel of land containing a single family home described in Exhibit "A" attached hereto and made a part hereof, located in the Village of Palm Springs, County of Palm Beach, State of Florida.

In order to provide access, by the Village or its contractors, over the property located at **3760 SERUBI AVENUE, PALM SPRINGS, FLORIDA 33461**, in order to demolish the existing single family home, as shown on Exhibit "A", it is necessary for Property Owner to grant an access easement to the Village or its contractors across Owner's property in order to allow the Village to demolish/remove the existing single family home, as shown on Exhibit "B", attached hereto and made a part hereof.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Owner hereby grants an exclusive easement for ingress and egress to enter upon, across and over that area as shown on Exhibit "B", attached hereto and incorporated herein, which is that portion of the Owner's property for the purpose of access by the Village and its contractors for the purpose of removing/demolishing the existing single family home.
2. This Access Easement to allow Demolition of an Existing Single Family Home shall be recorded in the Public Records of Palm Beach County, Florida, and shall run with the land. The easement granted herein shall not be transferred, assigned, sold or otherwise conveyed.

3. This Easement may not be amended, modified, or terminated except in writing, executed and acknowledged by the Property Owner and the Village.
4. This Easement shall be released by the Village Manager no later than thirty (30) days after the structure is demolished pursuant to Village Code.

IN WITNESS WHEREOF, the parties hereto have executed this easement as of the day and year first above written.

ATTEST:

Preston Smith

Print Name: Preston Smith

Print Name: Gina Maria Ward

Gina Maria Ward

Print Name: _____

Print Name: _____

PROPERTY OWNER

By: [Signature]

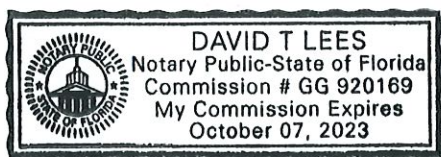
Print Name: Celin Coppin
3/20/2020

By: [Signature]

Print Name: Migel Coppin
3/20/2020

STATE OF FLORIDA
COUNTY OF PALM BEACH

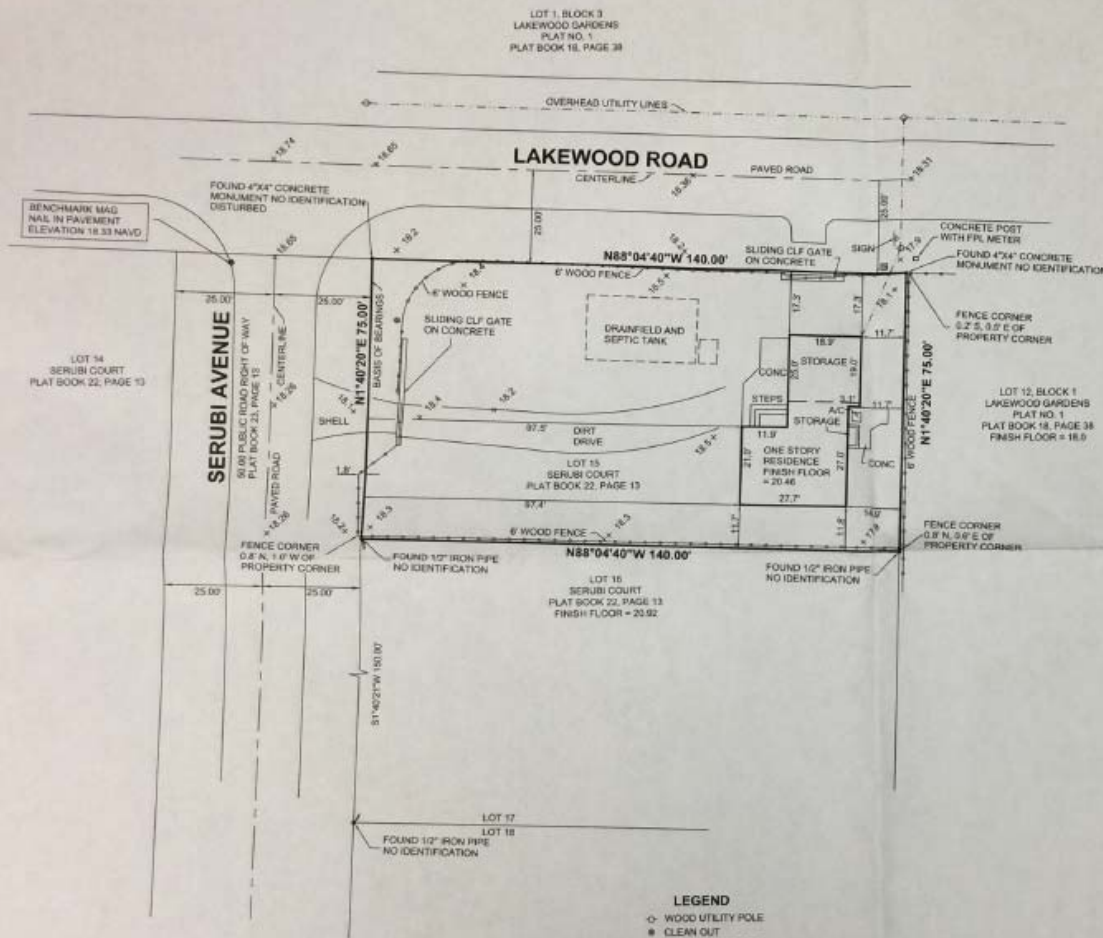
The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 20th day of March, 2020 by Celin and Migel Coppin who is personally known to me or who has produced Florida Drivers Licenses as identification.



[Signature]
Signature of Notary Public – State of Florida

David T Lees
Name of Notary typed, printed, or stamped

Exhibits A & B



LEGEND

- ◇ WOOD UTILITY POLE
- CLEAN OUT
- WATER METER BOX
- FPL FLORIDA POWER & LIGHT
- CONC CONCRETE
- CLF CHAIN LINK FENCE
- NAVD NORTH AMERICAN VERTICAL DATUM
- A/C AIR CONDITIONER



LEGAL DESCRIPTION:

LOT 15, SERUBI COURT, RE-SUBDIVISION OF TRACT 65 OF THE FRANK SWAN SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED IN PLAT BOOK 22, PAGE 13, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.24 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS BOUNDARY SURVEY.
2. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED
3. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
4. THE SCALE OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION.
5. THE LAND DESCRIPTION WAS PROVIDED BY THE OWNER.
6. DIMENSIONS SHOWN HEREON ARE EXPRESSED IN UNITED STATES STANDARD FEET AND DECIMAL PARTS THEREOF.
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF LOT 15, SERUBI COURT, PLAT BOOK 22, PAGE 13, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 01°40'20" EAST.
8. SUBJECT PROPERTY LIES IN ZONE "B" AS SHOWN ON FLOOD INSURANCE RATE MAP 120192-0165 B, REVISION DATE OCTOBER 15, 1982.
9. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON PALM BEACH COUNTY ENGINEERING BENCHMARK TBN 14" WITH A PUBLISHED ELEVATION OF 17.553.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON OCTOBER 20, 2015. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 11-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

SEP 20 2016
DATE: *[Signature]*
DAVID P. [Name]

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

3760 SERUBI AVENUE
LAKE WORTH, FL
BOUNDARY SURVEY

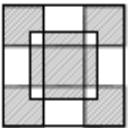
REVISIONS	DATE	BY

DATE	9-15-2016	SCALE	1"=20'
FLD.BK.	0000	CHECKED BY	00000
PAGE	00000		
FILE NAME	0000		

7621
SHEET NO.
1
OF 1 SHEETS



PROJECT NO.
20344



**SITE PLAN,
ZONING, BUILDING,
SITE DATA**

BC-LE: $10^8 = 7 \cdot 10^7$

AGENDA ITEM SUMMARY

R-2018-0274

Department: Department of Housing & Economic Sustainability

Approved By: 2/14/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
--	--	--	--	--	--

Is Item Included In Current Budget? Yes _____ No _____
Does this Item include the use of Federal Funds? Yes X No _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact

C. Departmental Fiscal Review: Shairette Major
Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Pines 2/12/18
OFMB (20) 2/12/18 sp 2/9/18
Mr. J. Jacoby 2/15/18
Contract Development and Control
2/15/18 TW

B. Legal Sufficiency:

James Earl 2/15/18
Assistant County Attorney

C. Other Department Review:

Department Director

R2018 0274

AGREEMENT FOR DEMOLITION SERVICES

PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS AGREEMENT, entered into on MAR 13 2018 by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its various programs, and Village of Palm Springs, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 226 Cypress Lane, Palm Springs, FL 33461.

WHEREAS, Palm Beach County has made funding available from various sources designated to alleviate slums and blighted conditions through the demolition of vacant structures; and

WHEREAS, Palm Beach County and Village of Palm Springs jointly desire to implement the demolition services specified by this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the Village of Palm Springs.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "NSP" means Neighborhood Stabilization Program.
- (G) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (H) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality and the County shall jointly implement the herein described demolition program which activities have been determined to be **Clearance Activities**, under 24 Code of Federal Regulations (CFR) 570.201(d). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", meet either the **CDBG Low- and Moderate- Income Area Benefit National Objective** as defined in 24 CFR 570.208(a)(1) or the **Prevention or Elimination of Slums and Blight National Objective** defined in 24 CFR 570.208(b).

4. GENERAL COMPLIANCE

Where applicable, the Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. PAYMENT FOR SERVICES

All services undertaken and provided through this Agreement, unless specifically noted, shall be paid directly to the vendor by the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the availability of funds, as determined by the County in its sole and absolute discretion, during the Term of this Agreement. The effective date shall be the date of execution of this Agreement ("Effective Date") and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Term of this Agreement may be extended by amendment executed by both parties to the Agreement.

8. CONDITIONS ON WHICH PROJECT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES.

(B) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Funds generated by repayment of municipal liens for municipal costs are not considered program income. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The requirements of this section shall survive the termination or expiration of this Agreement.

9. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

10. PROGRAM ELIGIBILITY CRITERIA

In order to qualify for demolition, one of the following three (3) criteria must be met:

1. The activity must benefit all residents of the particular area, where at least 51 percent (51%) of the residents are low and moderate income persons.
2. The activity must be located in an area which:
 - a. meets the designated definition of a slum, blighted, deteriorated or

- deteriorating area under State or local law;
- b. throughout the area, there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;
- c. documentation must be maintained on the boundaries of the area and the condition which qualified the area at the time of designation; and the assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.

3. Clearance activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area and which are necessary to the extent that they eliminate conditions which are detrimental to public health and safety.

11. EVALUATION AND MONITORING

The Municipality agrees that DES may carry out periodic monitoring and evaluation of activities as determined necessary by DES and that the continuation of this Agreement is dependent upon satisfactory evaluation and conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property which was acquired, improved, or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or, demolition, or the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

14. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of

this Agreement

15. INSURANCE BY MUNICIPALITY:

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

16. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

17. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

18. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (B) 2 CFR 200
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;

- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality. The County may cease operation of the program until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

22. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

23. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and

are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

24. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

25. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

26. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

28. SOURCE OF FUNDING

This Agreement and all obligations of the County hereunder are subject to and contingent upon the availability of funds through the Programs administered by the County's Department of Economic Sustainability. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

29. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

30. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public 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 Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm

Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 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 Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 31. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, consisting of twenty-two (22) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
- 32. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

WITNESS our Hands and Seals on this _____ day of MAR 13 2018, 2018.

(MUNICIPALITY SEAL BELOW)



VILLAGE OF PALM SPRINGS

By: [Signature]
Bev Smith, Mayor

By: Kimberly M. Wynn
Kimberly M. Wynn Village Clerk 4/11/18

By: [Signature]
Glen Torcivia, Village Attorney
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: Melissa McKinlay
~~Patricia Burdick~~, Mayor
Palm Beach County

By: [Signature]
Deputy Clerk

Approved as to Form and
Legal Sufficiency

Document No.: R2018 0274

Approved as to Terms and Conditions
Department of Economic Sustainability

By: [Signature]
James Brako,
Assistant County Attorney

By: [Signature]
Sherry Howard, Deputy Director

EXHIBIT "A"**RESPONSIBILITIES OF THE MUNICIPALITY AND COUNTY**

This demolition program will be funded by the County with Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds. The County and the Municipality shall cooperate in implementation of the demolition program with each entity having specific responsibilities as delineated below.

I. Responsibilities of the Municipality

The Municipality shall:

- A. The Municipality shall identify properties to be demolished and submit to the County a request for demolition for each property. The request for demolition shall include:
1. A completed Demolition Questionnaire (Exhibit B);
 2. A completed Request for Environmental Review (Exhibit C) and
 3. An Owner's Consent to Demolish (Exhibit D - No Liens) or (Exhibit E - With Liens) or a Municipal Order to Demolish

- B. The Municipality shall maintain adequate documentation on file to demonstrate that each property selected for demolition meets one (1) of the following criteria:

1. *Slums and Blight Area*

- The property is located in an area which meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local laws. The boundaries of the area and the conditions which qualified the area at the time of its designation must be documented and maintained on file;
- Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration; and
- The demolished property addressed one or more of the conditions which contributed to the deterioration of the area.

2. *Slums and Blight Spot*

The demolition of the property will eliminate a specific condition of blight or physical decay on a spot basis, and the demolition is necessary to the extent that it will eliminate conditions which are detrimental to public health and safety.

3. *Low- and Moderate-income Area*

The activity benefits all residents of the particular area where at least 51% of the residents are of low- and moderate-incomes (household income no greater than 80% of Area Median Income, adjusted for family size).

- C. In all cases, regardless of ownership, where the anticipated total cost of demolition and where applicable, asbestos abatement, exceeds \$25,000:

The Municipality shall cause to be executed and recorded a Declaration of Restrictions on title to the property (Exhibit F). The original recorded Declaration of Restrictions must be delivered to the County prior to the commencement of demolition work; or

The Municipality shall place a lien on the property in an amount that includes the County's costs as noted above and insert language that places restrictions on the property equivalent to the restrictions contained in the County's Declaration of Restrictions.

- D. The Municipality, in lieu of a recording a Declaration of Restrictions or placing a lien on the property, shall have the option of paying the County the total cost of demolition and asbestos abatement that exceeds \$24,999.

- E. The Municipality may opt to cancel the unit to be demolished due to cost considerations after completion of a title search and asbestos survey, but prior to asbestos abatement and procurement of demolition bids being undertaken. In instances where the project is cancelled by the Municipality, a National Objective will not be accomplished as required by the regulations accompanying the funding source. The County will charge and the Municipality shall pay to the County an Administrative Fee of \$1500 plus the cost of the Title Search and the Asbestos Survey. The Administrative Fee will offset the County's costs associated with the preparation of the Environmental Review, the processing of the demolition application and the processing of the asbestos related work.
- F. Upon expiration of this Agreement, the Municipality shall transfer to the County any accounts receivable attributable to the use of CDBG and/or NSP funds. In addition, any real property which was acquired, improved or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 shall be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after completion of such acquisition, improvements, or demolition, or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, or demolition of the property.

This provision shall survive the expiration or early termination of this Agreement.

Responsibilities of the County:

- A. The County, at its sole discretion, shall determine the eligibility of properties to be demolished. The determination will be based on CDBG and NSP Program regulations, and other applicable Federal, State, and local authorities.
- B. The County shall perform an Environmental Review (ER) in accordance with 24 CFR Part 58 and will identify conditions or mitigation measures required, if any.
- C. The County shall conduct an asbestos survey of each property submitted for demolition by the Municipality and shall undertake abatement, where necessary, prior to demolition. The County shall inform the Municipality of the cost and results of the title search, asbestos survey and, if applicable, the cost of the asbestos abatement.
- D. The County shall coordinate, procure, and oversee the demolition of properties approved for demolition by the County.
- E. The County shall fund all costs of services ordered and undertaken by the County, its contractors, and subcontractors, except in the event that (i) the Municipality elects to exercise its option to pay all costs of the in excess of \$24,999 per Exhibit A, Section I.D, above, or (ii) the Municipality elects to cancel the unit to be demolished and pay the County the fees and costs set forth in Exhibit A, Section I.E, above.

EXHIBIT B

DEMOLITION QUESTIONNAIRE

This is a request for the demolition of the property identified herein as follows:

PROPERTY ADDRESS:	
LEGAL DESCRIPTION:	
PROPERTY CONTROL NUMBER:	
NUMBER OF STRUCTURES AT THIS PROPERTY:	_____ structures
NUMBER OF STRUCTURES TO BE DEMOLISHED:	_____ structures
TOTAL FLOOR AREA OF STRUCTURES TO BE DEMOLISHED:	_____ square feet
NUMBER OF DWELLING UNITS TO BE DEMOLISHED:	_____ dwelling units
DESCRIPTION OF STRUCTURES TO BE DEMOLISHED AND TYPE OF CONSTRUCTION:	

1. PROPERTY OWNER INFORMATION:

Submit copies of recorded deed, or other document evidencing ownership:

Property Owner(s) Name	Property Owner's Phone Number
	() ()

2. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY NON-RESIDENTIAL:

- ☐ entirely non-residential
☐ partially non-residential

Describe the use of the property:

3. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY RESIDENTIAL:

- ☐ entirely residential
☐ partially residential

List all residential dwelling units that have been vacant for three months or more.

Unit No.	Date Last Occupied	Source of Information Used to Establish Date Last Occupied

Examples of information sources for date last occupied:

- Affidavit from property owner

- Date of utility cut off
- Date from notice to vacate unsafe structure
- Date of fire department report

List all residential dwelling units that have been vacant less than three months, then attach a Demolition Unit Worksheet for each dwelling unit listed.

Unit No.	Unit No.	Unit No.	Unit No.	Unit No.

4. FOR STRUCTURE(S) TO BE DEMOLISHED:

State the year built for each structure:

Year Built	Year Built	Year Built	Year Built	Year Built

For structures to be demolished built more than 50 years ago, submit the following for each:

- Demolition Justification and Historical Background Information sheet
 - Two front view photos and two side view photos of each structure.
- Mount photos on Photographic Survey form.

For structures to be demolished built 50 years ago, or less, submit the following for each:

- One front view photo and one side view photo of each structure.
- Mount photos on Photographic Survey form.

5. CERTIFICATION OF AGENCY SUBMITTING THIS REQUEST:

The undersigned representative of the agency submitting this request certifies to Palm Beach County, in connection with the structures identified herein for demolition, that:

- a. the structures to be demolished are owned by the property owners shown above, or the agency's documentation of the condemnation proceedings executed by the agency's legal representative.
- b. the structures to be demolished are vacant unoccupied structures,
- c. the structures to be demolished are in a blighted condition, that is, these structures are in a state of physical decay and deterioration that renders them in a substandard condition where rehabilitation to make them suitable for occupancy according to applicable housing and building codes is economically infeasible,
- d. the structures to be demolished are un-occupiable due to their deteriorated condition,
- e. the demolition of these structures will not result in the displacement of any owner or tenant that is a residential or business occupant, and that
- f. the last occupant has not been displaced as a result of government action associated with this demolition.

The undersigned further certifies to Palm Beach County that he/she has been authorized by the below named agency to submit this request.

AGENCY NAME: _____

AGENCY REPRESENTATIVE'S NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT C
ENVIRONMENTAL REVIEW REQUEST

1. REQUESTING AGENCY NAME

--

2. CONTACT PERSON

Name:		Date:	
-------	--	-------	--

3. CONTACT INFORMATION

E-Mail:		Phone:	
---------	--	--------	--

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

--

5. FUNDING SOURCE

☐ CDBG ☐ HOME ☐ DRI ☐ NSP1 ☐ NSP2 ☐ Other: _____

6. ACTIVITY TYPE

☐ Direct Homeownership Assistance/Subsidy to the homebuyer for:
 ☐ S/F New construction
 ☐ S/F Acquisition with ☐ minor Rehab ☐ major rehab
 ☐ S/F Acquisition

☐ Residential New Construction:
 ☐ 1-4 units
 ☐ 5+ units

☐ Housing Rehabilitation:
 ☐ Residential: ☐ 1-4 units ☐ 5+ units
 ☐ Non-residential conversion to residential

☐ Acquisition:
 ☐ Existing Residential Properties without Rehabilitation: Number of Units: _____
 ☐ Existing Residential Properties with Rehabilitation: Number of Units: _____
 ☐ Land Acquisition: Proposed Number of Units: _____
 ☐ Existing Non-Residential Structures for Conversion: Proposed Number of Units: _____

☐ Demolition:
 ☒ Existing Residential: ☒ 1-4 units ☐ 5+ units
 ☐ Non-residential

☐ Capital Improvements:
 Specify: _____

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	☐ Vacant ☐ Owner occupied ☐ Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?
☐ No ☐ Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:
Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:
[] Single Family
[] Multi Family Structure - Number of Units: _____
[] Commercial
[] Other - Specify: _____

11. ZONING DESIGNATION AND COMPLIANCE:
Zoning designation: _____
Does the structure comply with the applicable zoning requirements? [] Yes [] No

12. UTILITIES:
Is this property served by a water main? [] Yes [] No
Is this property presently served by a sewer line? [] Yes [] No

REQUEST SUBMITTED BY:

Name _____ Signature _____ Date _____

STRUCTURES OVER 50 YEARS OLD

**DEMOLITION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	
PROPERTY OWNER(S):	
YEAR BUILT:	

For structures built more than 50 years ago:

1. Provide a detailed justification for the demolition of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs consisting of views of the four (4) elevations, views of the street in both directions, contiguous properties, and any unique architectural properties of the structure(s).

2. Provide information on any historical events or individuals known to be associated with the above stated property.

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

PLACE PHOTO HERE

Photo date: [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other:

PLACE PHOTO HERE

Photo date: _____ [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

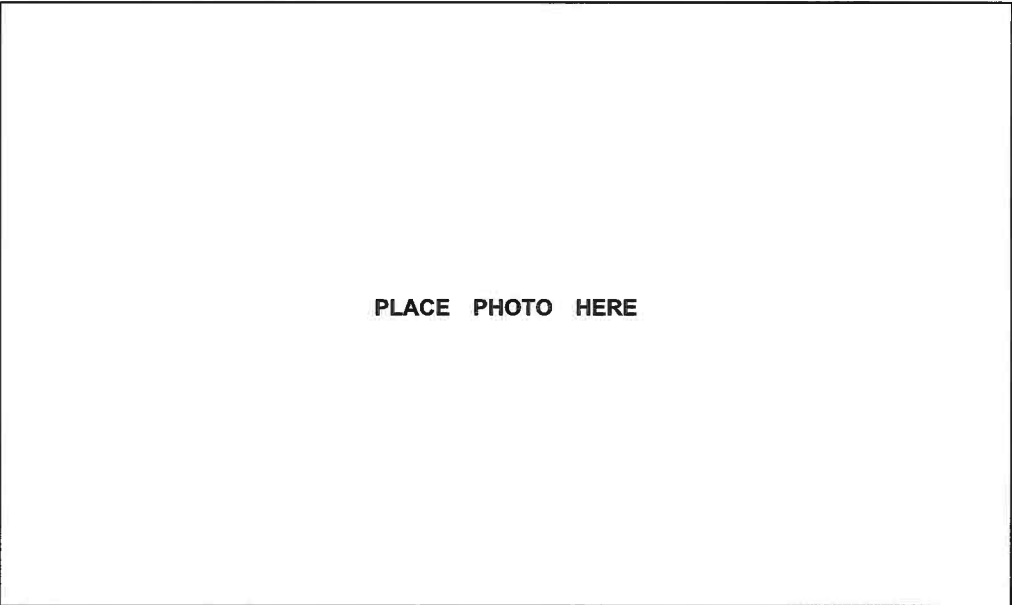


Photo date: _____ [] Photo is before demolition [] Photo is after demolition

[] North side [] West side [] Living room [] Hall [] Bathroom [] Carport/garage [] Utility room
[] South side [] East side [] Dining room [] Kitchen [] Bedroom [] Other: _____

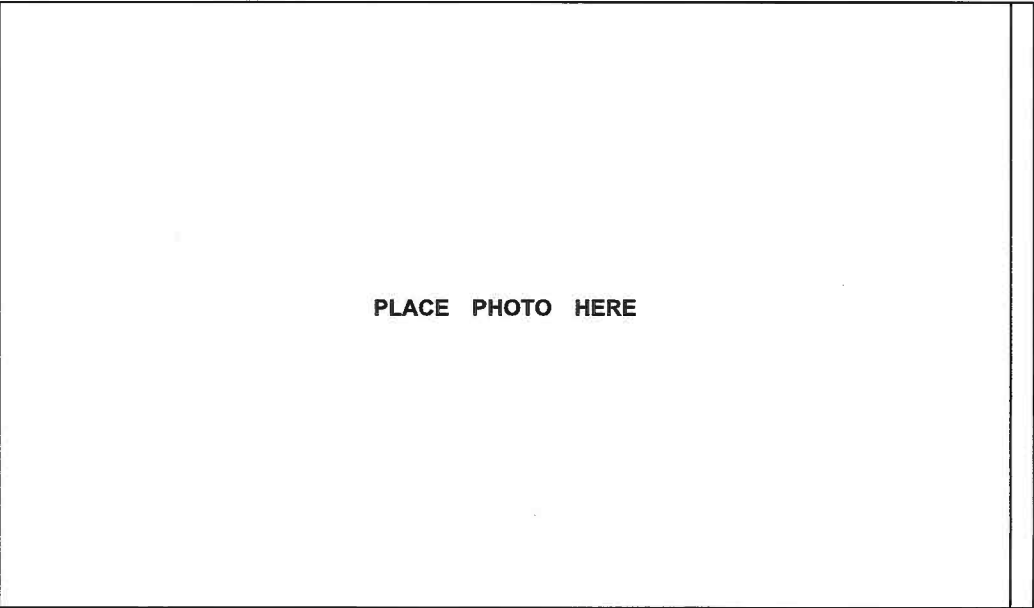


Photo date: _____ ☐ Photo is before demolition ☐ Photo is after Demolition

☐ North side ☐ West side ☐ Living room ☐ Hall ☐ Bathroom ☐ Carport/garage ☐ Utility room
☐ South side ☐ East side ☐ Dining room ☐ Kitchen ☐ Bedroom ☐ Other: _____

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

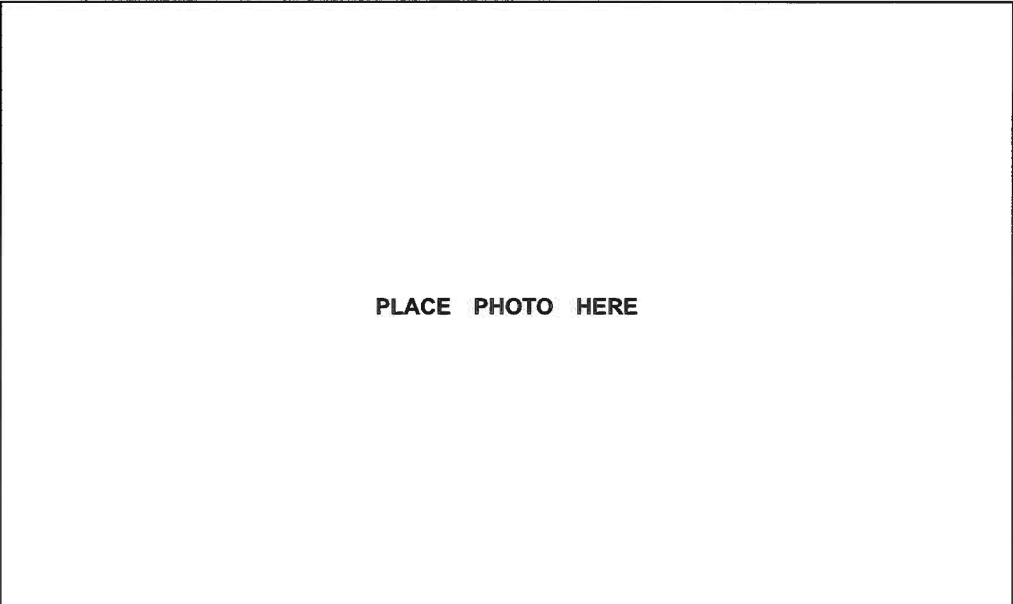


Photo date: _____ ☐ Photo is before demolition ☐ Photo is after demolition

☐ North side ☐ West side ☐ Living room ☐ Hall ☐ Bathroom ☐ Carport/garage ☐ Utility room
☐ South side ☐ East side ☐ Dining room ☐ Kitchen ☐ Bedroom ☐ Other: _____

PLACE PHOTO HERE

Photo date: _____ ☐ Photo is before demolition ☐ Photo is after demolition

- ☐ North side

☐ West side

☐ Living room

☐ Hall

☐ Bathroom

☐ Carport/garage

☐ Utility room
- ☐ South side

☐ East side

☐ Dining room

☐ Kitchen

☐ Bedroom

☐ Other: _____

EXHIBIT D

PROPERTY OWNER’S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITHOUT MORTGAGES OR LIENS

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY (DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER’S NAME:	
PROPERTY OWNER’S ADDRESS:	

I FURTHER WARRANT to DES, that there are no outstanding mortgages or other liens upon the property described above and the improvements thereon located.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature:_____

Name: _____ Signature:_____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____day of_____, 20____
by _____, who is personally
known to me or who has produced _____ as
identification and who did (did not) take an oath.

Notary Signature:_____

Notary Seal

Notary Name:_____
Notary Public - State of Florida

EXHIBIT E

PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH
AND DISPOSE OF A STRUCTURE
FOR PROPERTIES WITH MORTGAGES OR LIENS

I, THE UNDERSIGNED, warrant to the DEPARTMENT of EDONOMIC SUSTAINABILITY(DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are outstanding mortgages or other liens upon the property described above and the improvements thereon located, that

I ALSO WARRANT to DES that the mortgagees and/or lien holders are _____, and that I have obtained the written consent of each mortgagee and lien holder to demolish the above stated structure, and that I have provided DES each such consent.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this _____ day of _____, 20_____.

PROPERTY OWNER(S) OR AGENT*:

Name: _____ Signature: _____
Name: _____ Signature: _____

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____
by _____, who is personally known to me or who
has produced _____ as identification and who did
(did not) take an oath.

Notary Signature: _____
Notary Name: _____
Notary Public - State of Florida

Notary Seal
Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Prepared by: James Brako
Assistant County Attorney

EXHIBIT F

DECLARATION OF RESTRICTIONS

The undersigned, _____, whose address is _____, (hereinafter referred to as "Property Owner", which term shall include the Property Owner's successors and assigns, in consideration of funding in the amount of _____ (\$_____) expended by the Palm Beach County Board of County Commissioners (the "County") for improvements to the Premises consisting of demolition, does hereby grant to the County the following restrictions against the Premises described herein.

1. The Premises shall mean the real property described as follows:

2. These restrictions against the Premises shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

3. In consideration of the County's expenditure of funds for the demolition of the Premises, the Property Owner hereby covenants and agrees that for a period of five (5) years commencing on or about _____, (the estimated date of completion of demolition) and terminating on _____ (the "Term"):

- (a) The Premises shall remain vacant; or
- (b) The Premises shall be redeveloped with an Eligible Use that serves a National Objective pursuant to HUD regulations, as confirmed by Palm Beach County, for the duration of the Term. The Property Owner shall obtain such written confirmation from the Director of the Palm Beach County Department of Economic Sustainability, at the address below, prior to commencement of construction. The use of the Premises shall be subject to monitoring by the County for the duration of the Term.

4. Should the Property Owner redevelop the Premises, or change the use or planned use, or discontinue use of the Premises (including the beneficiaries of such use) from that for which the improvements were made and in violation of the restrictions contained herein, then the Property Owner shall pay the County an amount equal to the current market value of the Premises, and the improvements thereon, less any portion thereof attributable to the expenditure of non-CDBG/NSP funds for acquisition of and improvements to the Premises. The final determination of the amount of any such payment to the County under this paragraph shall be made by the County.

5. In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

Before the County shall pursue any of its rights or remedies under this Declaration of Restrictions, the County shall first give the Property Owner written notice of the default complained of which such notice shall be given to the Agency at their address shown above. The Property Owner shall then have ten (10) working days from the date such notice is given to satisfactorily cure or correct any default as determined by the County in its sole and absolute discretion.

6. This Declaration of Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, and the original provided to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this _____ day of _____, 20_____.

SIGNED, SEALED, AND DELIVERED IN
THE PRESENCE OF:

Witness Name: _____ Witness Signature: _____ X _____
Witness Name: _____ Witness Signature: _____ X _____

By: _____ Signature: _____ X _____
--

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____,
20____, by _____, who is personally known to me or has
produced _____
_____ as identification and who did/did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

ORDINANCE NO. 2018-09

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION I "IN GENERAL", CREATING SECTION 34-897 "CONTINUED USE OF EXISTING SINGLE FAMILY HOME DURING CONSTRUCTION OF A REPLACEMENT SINGLE FAMILY HOME", TO ALLOW AN EXISTING SINGLE FAMILY HOME TO REMAIN DURING CONSTRUCTION OF A REPLACEMENT SINGLE FAMILY HOME; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, this proposed ordinance would allow a legally existing single family home to remain during construction of a replacement single family home; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article VI "Land use", Division 7 "Supplemental District Regulations", Subdivision I "In General", Section 34-897 "Continued use of existing single family home during construction of a replacement single family home", is hereby created to read as follows:

Sec. 34-897. – Continued use of existing single family home during construction of a replacement single family home.

The Village Council may authorize the continued use of a legally existing single family home (this does not apply to recreational vehicles or temporary structures) during the construction of a new replacement single family home with, but not limited to, the following conditions:

(1) The lot or building site is large enough to accommodate the existing single family home and the construction of the replacement home while meeting all village code requirements, (no variances or waivers) including but not limited to, all development and building standards.

(2) The property owner must provide a notarized letter explaining the reason why the existing home should remain during construction and the owner's intent to move into the new construction and have the existing house demolished within 30 days after a temporary certificate of occupancy on the new construction is issued.

(3) Demolition of the existing single family structure must occur within 30 days after issuance of the temporary certificate of occupancy.

(4) The property owner must enter into an agreement with the Village, approved by the Village Manager, providing that the property owner agrees to provide legal access to the Village, in a manner prescribed by the Village, to allow the Village or its contractor to enter onto the property and demolish such structure if the property owner fails to comply with this Section or if the property owner fails to comply with the terms of the agreement, which shall also include a date certain as to when the structure must be demolished. The date certain may not extend beyond nine (9) months from the date of entering into the agreement. The agreement shall require the property owner to provide a bond or other level of security in order to compensate the Village for any demolition costs. The Village Manager shall have the authority to extend the date certain once, upon the written request of the owner, and such extension may not exceed a period of thirty (30) days. If the Village

Manager denies an extension request the property owner shall have the right to appeal such denial to the Village Council, but only if such appeal is requested within 10 days of the denial by the Village Manager, which denial may be sent to property owner by regular mail or email.

(5) The agreement shall give the Village the right to enter onto the property, without any further legal action by the Village, and demolish the structure.

Section 3. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member Brinkman, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member Waller, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☒	☐	☐
DOUG GUNTHER, VICE MAYOR	☒	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☒	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☒
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this 10th day of May, 2018.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: [Signature]
BEV SMITH, MAYOR

First Reading April 12, 2018
Second Reading May 10, 2018

ATTEST:

BY: [Signature]
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY



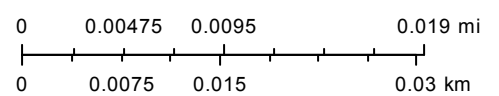
3760 Serubi Avenue



March 23, 2020

Palm Beach County
None

1:576





Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.7: Approve Park Connector Pathway Project Award - Sub-Phase I - Alameda Drive (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2020 Budget Funded - CDBG & Sales Tax) - Waypointe Contracting, Inc.

SUMMARY:

On March 8, 2018, the Village Council selected the Park Connector Pathway project to be developed/constructed through the Village (Resolution No. 2018-07) as the Village's Annual Community Development Block Grant (CDBG) project. This proposed project is expected to include five (5) total phases. Currently, the Village Council has authorized engineering and design to be completed for four (4) of the five (5) Phases (Task Order #255) with the remaining Phase to be requested to be considered by the Village Council prior to the end of 2021 (or after the Village completes the purchase of property to construct a new park on the east side of the Village). The proposed Village-wide pathway system project is expected to connect ten (10) of the Village's eleven (11) parks (Christmas Palm Park will not be connected due to the residential character of the area) with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design [Village's FY 2019 CDBG Project - Resolution No. 2018-07, (March 8, 2018)]

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting engineer prior to proceeding with additional Sub-Phases of the engineering and design portion of this project, which will include wide concrete sidewalk, paver brick separators, concrete illuminated feature, stamped pavement options, landscaping improvements, proposed signage and information boards, etc.

Phase II is the construction of the system [Village's FY 2020 CDBG Project - Resolution No. 2019-07 (March 14, 2019)].

Within each of these Phases, the project has been broken into five (5) "Sub- Phases" and, thus, the work authorizations are (will be) referenced as such.

Sub-Phase I - South side of Alameda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet.

Note: Phase I is expected to serve as a showcase for the remainder of the project and provide the public with an understanding/expectation for this community park project that will be built over the next few years.

Sub-Phase II - Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the future Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles.

Note: Sub-Phase II is being proposed to be broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this very large project over a period of years rather than at a single time.

Sub-Phase III - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road) and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles

Sub-Phase IV - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road - Sago Palm Park - to Summer Street) and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles.

Sub-Phase V - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

Note: The proposed Park Connector Pathway System Project, upon final completion, is expected to be located both inside and outside of the Village's CDBG Target Area, but will serve the residents of the target area by providing approximately 6.7 miles of interconnected, pedestrian-friendly pathway between most of the Village's parks. The proposed pathway would be ADA compliant/accessible in an effort to serve those in the Village with unique abilities as well as our senior population.

As a result, the Parks and Recreation Department is recommending that this project proceed forward and to begin the construction process - Phase II - Sub-Phase I - Alameda Drive. The proposed Sub-Phase I project has been designed to be located along the south side of

Alemeda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet This project has been included within the Village's FY 2020 Capital Improvement Plan (CIP) at an estimated cost of \$750,000.

Note: Various sources of reimbursement funding [i.e., Village CDBG, PBC CDBG - Special Area of Hope and Infrastructure Surtax (Sales Tax)] have been committed to this project to support the total project cost. Additionally, staff will also continue to investigate all grant opportunities, including FDEP and Transportation Planning Agency grant funding, to support the cost of this significant community project.

To ensure lowest possible price for this project (and to meet CDBG requirements), staff issued an Invitation to Bid (ITB) on January 22, 2020, for the construction of the Pathway Park - Sub-Phase I. This process was completed by the Village through a competitive selection process - Pathway Park Construction Sub-Phase I and Sub-Phase IIA (ITB 2020B-002 Task Order No 255 - February 25, 2020).

Note: After reviewing the bids, it was determined in the best interest of the Village and its residents to propose completing construction of Sub-Phase I only, at this time. This would allow the Village to meet the contractual obligations set by Palm Beach County as well as provide additional time for finding additional funding options.

Within the FY 2020 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$750,000 for the initial phase of the Park Connector Pathway system [CDBG Funding - \$468,779 (Village CDBG Funding - \$120,029 and PBC Special Area of Hope Funding - \$348,750)] and \$281,221 in Infrastructure Sales Surtax funding.

As a result of the Village's ITB, the following four (4) bid proposals were received:

Waypoint Contracting, Inc	\$490,410.00
West Construction, Inc.	\$501,940.90
Engecon Construction, Inc.	\$576,288.75
American Design Engineering Construction, Inc.	\$944,184.55

Note: Village staff and the Village's consulting engineering firm, Wantman Group, reviewed the bids and found that the lowest bidder was deemed to be complete.

Thus, after review of the (4) bids received, the Parks and Recreation Director, the Public Service Director/Engineer, the Assistant Public Services Director, Public Services Project Manager, the Planning, Zoning & Building Director and the Village's contracted engineer, Wantman Group, determined that Waypoint Contracting, Inc. provided the lowest, responsive bid.

Note: The proposed ITB request contained two (2) bid alternates:

- Alternate A - Cost to include 6" thick concrete for the entire portion of the trail to be

completed (\$74,041.80) and

- Alternate B - Cost to bury overhead electrical for three (3) existing light poles (\$50,000). At this time, the Village is not planning to proceed with either Alternate pricing proposal and staff is exploring options to complete Alternate B [possibly utilize Florida Power and Light (FPL)]

As a result, staff is requesting the Council award this this proposed contract (Task Order No. 255) in the amount of \$490,491.00 to the lowest responsive bidder, Waypoint Contracting, Inc.

If approved, the Village would accept Waypoint Contracting's pricing, including all terms, conditions and pricing as submitted within their ITB proposal and proposed contract. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: In accordance with the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e., establish general project timeframe, funding for all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon and Davis Bacon Act minimum wages).

If approved, the proposed construction work is expected to begin in May 2020 and is projected to be completed by the end of the fiscal year (September/October 2020).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, the Public Service Director, the Assistant Public Service Director, the Project Manager, the Planning, Zoning & Building Director and the Finance Director.

The Village has not worked with the proposed vendor previously, however, staff received positive references from the City of Homestead, City of Miami and the City of Cooper City regarding for the proposed vendor.

FISCAL IMPACT:

Funding to support the proposed new Park Connector Pathway project is available within the FY 2020 Budget - General Fund utilizing CDBG grant funding and Infrastructure Surtax (Sales Tax) funds.

Allocated/Estimated Project Funding:

FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Approved Budget - General Fund - Various Sources	\$ 925,000.00
FY 2021 Proposed Budget - General Fund - Various Sources	\$ 750,000.00

FY 2022 Proposed Budget - General Fund - Various Sources	\$ 750,000.00
FY 2023 Proposed Budget - General Fund - Various Sources	<u>\$ 168,257.84</u>
Total Expected Project Contribution	\$2,750,000.00

Available Funding/Revenues (Sources):

FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 120,029.00
FY 2020 Project Reimbursement - PBC CDBG	\$ 348,750.00
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 456,221.00
FY 2021 Project Reimbursement - Village CDBG	\$ 114,000.00
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 636,000.00
FY 2022 Project Reimbursement - Village CDBG	\$ 114,000.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 636,000.00
FY 2023 Project Reimbursement - Village CDBG	\$ 114,000.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 54,257.84
Total Available Funding/Revenues	\$2,750,000.00

Expected Project Costs:

FY 2019 Project Cost – Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost – Phase I - Estimated Engineering & Design Cost	\$ 175,000.00
FY 2020 Project Cost – Phase II - Estimated Construction Costs	\$ 750,000.00
FY 2021 Project Cost – Phase II - Estimated Construction Costs	\$ 750,000.00
FY 2022 Project Cost – Phase II - Estimated Construction Costs	\$ 750,000.00
FY 2023 Project Cost – Phase II - Estimated Construction Costs	\$ 168,257.84
Total Project Costs	\$2,750,000.00

Expected Project Costs (Breakdown by Sub-Phase):

Project Cost – Phase I - Engineering and Design Cost (by Sub-Phase)

Sub-Phase I – Alameda Road	\$ 55,116.00
Sub-Phase II – Davis Road	\$ 98,980.00
Sub-Phase III – Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV – Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V – TBD - East-side of Village	<u>\$ 20,670.84</u>
Total Project Costs – Phase I – Engineering & Design	\$ 325,000.00

Expected Project Costs (Breakdown by Sub-Phase):

Project Cost – Phase II - Construction Cost (by Sub-Phase)

Sub-Phase I – Alameda Road	\$ 490,410.00
Sub-Phase II – Davis Road	\$ 750,000.00
Sub-Phase III – Canal Road, Kirk Road & Lakewood	\$ 750,000.00
Sub-Phase IV – Sago Park & Summer Street	\$ 159,590.00
Sub-Phase V – TBD - East-side of Village	\$ 100,000.00
Total Project Costs – Phase II – Construction	\$2,250,000.00

*Various sources of reimbursement funding [i.e., Village CDBG, PBC CDBG - Special Area of Hope and Infrastructure Surtax (Sales Tax)] have been committed to this project to support the total project cost. Additionally, staff will also continue to investigate all grant opportunities, including FDEP and Transportation Planning Agency grant funding, to support the cost of this significant community project.

Note: This project is expected to extend into the next few fiscal years and will be included within the proposed FY 2021 Budget - General Fund. As a result, additional Project Phases for construction have been included within the approved FY 2020 CIP for future fiscal years and would include additional design and construction costs.

The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Agreement - Waypoint Contracting
Bid Submittal - Waypoint Contracting Inc.
ITB 2020B-002 - Park Connector Pathway
ITB 2020B- 002 -Park Connector Pathway Bid Plans
ITB 2020B-002 Addendum No 1 February 13, 2020
Award Recommendation - Wantman Group, Inc.
Bid Submittal - American Engineering
Bid Submittal - Engecon Construction Inc.
Bid Submittal - West Construction Inc.

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Waypoint Contracting, LLC**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 7955 NW 12th Street, Suite 400 Doral, Florida 33126

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid 2020B-002 to construct Park Connector Pathway Sub-Phase I and Sub-Phase II Improvements (the "ITB"); and,

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE decided to only proceed forward with the work for Sub-Phase I; and

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid, for the Sub-Phase I portion, in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein; and,

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and,

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. AGREEMENT TERM

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, only regarding Sub-Phase I, attached hereto and incorporated herein as Exhibit "A".

1.3 Liquidated Damages. Liquidated Damages shall be assessed in accordance with the provision set forth in the ITB.

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the construction of a pathway park as more specifically set forth in the ITB, only regarding Sub-Phase I, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB **the CDBG Agreement with Palm Beach County** and this Agreement and within the time frame set forth in the ITB.

2.6 The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the VILLAGE, dated November 19, 2019 (as may be amended), which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The CONTRACTOR shall abide by all requirements and obligations imposed on the VILLAGE or the VILLAGE's subcontractor (or as otherwise identified) under the Grant Agreement (a copy of which is attached hereto as **Exhibit "C"**). If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the VILLAGE and CONTRACTOR to be extended.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the construction of a pathway park for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed \$490,410.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally, The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant to the **Community Development Block Grant Agreement** and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent

(50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
- (b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the

CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

8.2 TERMINATION BY THE VILLAGE FOR CONVENIENCE

The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

- (a) cease operations as directed by the VILLAGE in the notice;
- (b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein, the underlying Community Development Block Grant (CDBG) Agreement that funds a portion of the project, as may be amended and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between the documents, the CDBG Agreement, this Agreement and the ITB, shall prevail in that order. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

17.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE

pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties should sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE 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 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

32. INFRINGEMENT INDEMNITY

32.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- a. In the event of a claim of infringement, the CONTRACTOR shall, at its option:
 1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.
- b. The CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:
 1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the CONTRACTOR;and,
 3. the alleged infringement or misappropriation relates to such modification or combination.
- c. The CONTRACTOR will also not have any indemnification obligation with respect

to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out of use of the deliverables not in accordance with the Contract Documents.

d. The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

39. DISCRIMINATION

39.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

39. CONSTRUCTION DEFECTS.

39.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

40. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

41. PUBLIC CONSTRUCTION BOND

If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

42. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

42.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

42.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

43.3 CONTRACTOR agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract.

44.4 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of a fitness park on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: Waypoint Contracting, Inc.

By: Katrina Gonzalez

[Corporate Seal]

Print Name: Katrina Gonzalez

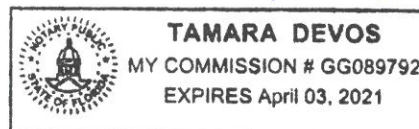
Title: President

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 24 day of March, 2020 by Katrina Gonzalez, as President (title), of Waypoint Contracting, a limited liability corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

Notary Public

Tamara Devos
Print Name: Tamara Devos
My commission expires: April 03, 2021





WAYPOINT
Contracting, Inc.

COPY



RESPONSE TO ITB 2020B-002

**Pathway Park Construction Sub-Phase I
and Sub- Phase II**

FEBRUARY 25, 2020 | 2:00 PM

SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name:

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00300 - Bid Submission Checklist.
2. ☒ Completed Section 00310 - Bid Form.
3. ☒ Completed Section 00315 – Bidder's Qualifications Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ☒ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ☒ Completed Section 00415 - Public Entity Crimes.
7. ☒ Completed Section 00420 - Drug-Free Workplace.
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.

11. ☒ Signed copy of all Addenda.
12. ☒ PBC Requirements for Federally Funded Projects, Part 1
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked AOriginal@.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/13/2020</u>
<u>2</u>	<u>2/20/2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$ 490,410.00
Alternate A TOTAL Sub-Phase I	\$ 74,041.80
Alternate B TOTAL Sub-Phase I	\$ 50,000.00

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 615,734.00
Alternate A TOTAL Sub-Phase IIa	\$ 310,706.55

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 1,106,144.00
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Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$20,785.00	\$20,785.00
2	Project Management/ Superintendent	LS	1	\$43,980.00	\$43,980.00
3	Permits	LS	1	\$2000.00	\$2000.00
4	Site Mobilization/ Demobilization	LS	1	\$5,500.00	\$5,500.00
5	Maintenance of Traffic	LS	1	\$11520.00	\$11520.00
6	Erosion Control	LS	1	\$5700.00	\$5700.00
7	Indemnification	LS	1	—	—
8	Unforeseen Condition Allowance	LS	1	\$2000.00	\$2000.00
9	A-Built Survey/ Record Drawings	LS	1	\$11,870.00	\$11,870.00
Demolition					
10	Removal of Existing Trees	EA	26	\$515.00	\$13,390.00
11	Removal of Existing Sidewalk	SY	255	\$11.50	\$2932.50
12	Removal of Existing Asphalt	SY	118	\$25.20	\$2,973.60
13	Removal of Existing Chain Link Fence	LF	75	\$25.00	\$1875.00
Site Preparation					
14	Clearing and Grubbing	LS	1	\$10,325.00	\$10,325.00
15	Root Pruning and Tree Relocation	EA	1	\$850.00	\$850.00
16	Protection of Existing Trees to Remain	EA	9	\$94.66	\$851.94
17	Grading	LS	1	\$27402.71	\$27402.71
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971	\$38.25	\$37,140.75
19	6" Concrete Sidewalk	SY	185	\$64.05	\$11,849.25
20	AGT Ultra Grade Glow Aggregate	SF	5,467	\$5.20	\$28,428.40
21	Top-Cast Concrete Surface Retarder	SF	5,467	\$0.65	\$3,553.55
22	Concrete Paver Crosswalk	SF	1,693	\$11.25	\$19,046.25
23	Custom Concrete Stamp	EA	1	\$3425.00	\$3425.00
24	Concrete Stamping	SF	78	\$47.00	\$3,666.00
25	White Aluminum Fence	LF	75	\$185.00	\$13,875.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1	\$8635.00	\$8635.00
27	Harmonizing Existing Grades and Conditions Allowance	LS	1	\$6300.00	\$6300.00
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2	\$6150.00	\$12300.00
29	4' Rolled Form Perforated Bench	EA	2	\$1485.00	\$2970.00
30	Water Fountain with Pet Station	EA	1	\$6450.00	\$6,450.00
31	Water Service Connection	EA	1	\$6640.00	\$6640.00
32	Meter Box	EA	1	\$1160.00	\$1160.00
33	Dual Garbage Can	EA	1	\$3,150.00	\$3,150.00
34	Village Center/ Athletic Complex Welcome Sign	EA	1	\$2,675.00	\$2,675.00
35	Trailhead Signage	EA	1	\$2560.00	\$2560.00
36	Park Directional Signage	EA	2	\$1750.00	\$3500.00
Landscape					
37	Live Oak	EA	7	\$775.00	\$5425.00
38	Silver Buttonwood	EA	21	\$595.00	\$12,495.00
39	Sabal Palm	EA	20	\$225.00	\$4500.00
40	Crepe Myrtle	EA	6	\$385.00	\$2310.00
41	Bougainvillea	EA	1	\$45.00	\$45.00
42	Birds of Paradise	EA	6	\$45.00	\$270.00
43	Foxtail Fern	EA	12	\$10.00	\$120.00
44	Root Barrier	LF	470	\$20.50	\$9635.00
45	Bahia Sod	SF	24,035	\$0.43	\$10,335.05
46	Top Soil	LS	1	\$1,200.00	\$1200.00
47	Mulch	LS	1	\$1800.00	\$1800.00
48	Irrigation	LS	1	\$55900.00	\$55,900.00
Lighting					
49	Welcome Center Sign Flood Light	EA	1	\$2,195.00	\$2,195.00
50	Light Pole and Fixture	EA	1	\$3850.00	\$3850.00
51	Conduit	LS	1	\$1850.00	\$1850.00
52	Wiring	LS	1	\$2200.00	\$2200.00
Contingency					
53	Contingency	LS	1		\$35,000
Total of All Unit Price Bid Items					\$49,0410.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ \$490,410.00

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0	—	—
19A	6" Concrete Sidewalk	SY	1156	\$64.05	\$74,041.80
Total of All Unit Price Bid Items Alternate A					\$74,041.80

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A \$ 564,451.80

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1	\$50,000.00	\$50,000.00
Total of All Unit Price Bid Items Alternate B					\$50,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B

\$ 540,410.00

ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 1519415
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Waypoint Contracting, Inc.

By:

[Signature]

Katrina Gonzalez

[Printed name]

Katrina Gonzalez

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]

Brandy Pleas

[Printed name]

Brandy Pleas

Title:

Marketing Director

Submittal Date:

2/25/2020

Address for giving notices:

7955 NW 12 ST , STE 400

Doral, FL 33126

Telephone Number:

786-608-1406

Fax Number:

Contact Name and e-mail address:

kgonzalez@waypointci.com

Katrina Gonzalez

Bidder's License No.:

CGC 1519415

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
VILLAGE OF PALM SPRINGS
C/O Kimberly Wynn, Village Clerk
226 Cypress Lane, Palm Springs, FL 33461
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	2/13/2020
2	2/20/2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$ 615,734.00
Alternate A Sub-Phase IIa	\$ 310,706.55

Unit Price Submittal for Sub-Phase IIa

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$28,768.00	\$28,768.00
2	Project Management/ Superintendent	LS	1	\$52,700.00	\$52,700.00
3	Permits	LS	1	\$2,000.00	\$2,000.00
4	Site Mobilization/ Demobilization	LS	1	\$6,400.00	\$6,400.00
5	Maintenance of Traffic	LS	1	\$20,669.00	\$20,669.00
6	Erosion Control	LS	1	\$17,651.00	\$17,651.00
7	Indemnification	LS	1	-	-
8	Unforeseen Condition Allowance	LS	1	\$2,000.00	\$2,000.00
9	A-Built Survey/ Record Drawings	LS	1	\$19,140.00	\$19,140.00
Demolition					
10	Removal of Existing Sidewalk	SY	2,418	\$11.35	\$27,444.30
11	Removal of Existing Asphalt	SY	254	\$25.20	\$6,400.80
Site Preparation					
12	Clearing and Grubbing	LS	1	\$15,947.70	\$15,947.70
13	Root Pruning and Tree Relocation	EA	2	\$450.00	\$900.00
14	Protection of Existing Trees to Remain	EA	64	\$94.65	\$6,057.60
15	Grading	LS	1	\$37,850.00	\$37,850.00
16	Relocation of Fire Hydrant	EA	1	\$5,950.00	\$5,950.00
Hardscape, Paving, and Grading					
17	4" Concrete Sidewalk	SY	4,043	\$38.25	\$154,644.75
18	6" Concrete Sidewalk	SY	808	\$64.05	\$51,752.40
19	AGT Ultra Grade Glow Aggregate	SF	1,000	\$5.20	\$5,200.00
20	Top-Cast Concrete Surface Retarder	SF	1,000	\$0.65	\$650.00
21	Concrete Paver Crosswalk	SF	5,778	\$11.05	\$63,846.90
22	Custom Concrete Stamp	EA	1	\$3,425.00	\$3,425.00
23	12" White Thermoplastic Painted Crosswalk	EA	2	\$325.00	\$650.00
24	Concrete Stamping	SF	117	\$26.15	\$3,059.55
25	ADA Detectable Warnings	LS	1	\$19,215.00	\$19,215.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Harmonizing Existing Grades and Conditions Allowance	LS	1	\$5800.00	\$5800.00
Site Amenities					
27	Trailhead Signage	EA	1	\$2560.00	\$2560.00
28	Park Directional Signage	EA	3	\$1750.00	\$5,250.00
Landscape					
29	Silver Buttonwood	EA	2	\$595.00	\$1,190.00
30	Giant Silver Bromeliad	EA	2	\$38.00	\$76.00
31	Green Island Ficus	EA	11	\$8.50	\$93.50
32	Dwarf Firebush	EA	147	\$9.50	\$1396.50
33	Maui Yellow Ixora	EA	11	\$10.75	\$118.25
34	Bahia Sod	SF	26,925	\$0.43	\$11,577.75
35	Top Soil	LS	1	\$800.00	\$800.00
36	Mulch	LS	1	\$350.00	\$350.00
37	Irrigation	LS	1	\$4200.00	\$4200.00
Contingency					
38	Contingency	LS	1		\$30,000
Total of All Unit Price Bid Items					\$ 615,734.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 615,734.00

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
17A	4" Concrete Sidewalk	SY	0	—	—
18A	6" Concrete Sidewalk	SY	4,851	\$64.05	\$310,706.55
Total of All Unit Price Bid Items Alternate A					\$310,706.55

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A

\$ 926,440.55

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 1519415
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

Katrina Gonzalez

[Printed name]

Katrina Gonzalez

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Brandy Pleas

[Printed name]

Brandy Pleas

Title:

Marketing Director

Submittal Date:

2/25/2020

Address for giving notices:

7955 NW 12 ST STE 400

Doral, FL 33126

Telephone Number:

786-608-1406

Fax Number:

Contact Name and e-mail address:

Katrina Gonzalez

kgonzalez@waypointci.com

Bidder's License No.:

CGC 1519415

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
since 2016 _____ Years
2. General Contractor's License Number (attach copy): CGC 1519415.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. please see attached project sheets and current workload
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: John Mulling Park Improvements

Owner Contact: Scott Newton Ph: 954-730-3084

Engineer Contact: HSQ Group, Inc. Ph: 561-392-0221

Contract Time: 180 days Bid Value: \$333,804.73

Final Contract Amount: \$333,804.73 Completion Date: 06/2019

5. Have you ever failed to complete work awarded to you? If so, where and why.
N/A

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes, we have inspected the proposed work.

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

Bermuda Landscaping and Designs

Landscaping & Irrigation

Precise Paving, Inc.

Pavers

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

1/22/20

00315-2

BIDDER QUALIFICATIONS QUESTIONNAIRE

We own a generator, a skid steer, and a bobcat

9. What equipment will you purchase for completing the proposed work:

Waypoint will purchase any requirement required to perform the work

10. What equipment will you rent for completing proposed work:

Waypoint will rent any equipment required to perform the work.

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)
-
-

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. **Project Name:** John Mullin Park Improvements
Owner/Entity Name: City of Lauderhill
Address: 2000 NW 55TH Avenue
City, State, Zip: Lauderhill, FL 33313
Owner Contact Scott Newton **Assistant** Director **Title:** Director **Ph No.:** 561-392-0221
Start Date of Project: 01/2019
Completion Date of Project: 06/2019

Summary of Project:

Construction took place during the park's operational hours which required installation of a security fence to ensure the safety of children and other ongoing traffic.

The scope of work includes: Removal and replacement of 5,000sq. ft. of damaged sidewalks/walking trails, Replacing baseball field netting, Resurfacing of basketball courts and installation of new basketball hoops, Installation of new prefabricated steel dug-outs, Installation of new aluminum bleachers, Complete renovation of baseball field bathrooms, Installation of new cricket pitch, Installation of new security bollards, Installation of 500lf new fencing, Installed new lightening detection system

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work

X

b. **Project Name:** Sandspur Park Restroom
Owner/Entity Name: City of Pompano Beach
Address: 1201 NE 5TH Avenue,
City, State, Zip: Pompano Beach, FL 33060
Owner Contact Tammy Good **PM** **Title:** PM **Ph No.:** 954-786-5512
Start Date of Project: 01/2019
Completion Date of Project: 03/2019

Summary of Project:

The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

X

c. **Project Name:** Morningside Park Tennis Courts _____**Owner/Entity Name:** City of Miami _____**Address:** 750 NE 55 Terrace _____**City, State, Zip:** Miami, FL 33137 _____**Owner Contact** Nelson Cuadra **Title:** _____ **Ph No.:** 305-416-1254 _____**Start Date of Project:** 01/28 _____**Completion Date of Project:** 08/2018 _____**Summary of Project:**

The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the seven existing tennis courts, plus the addition of one new court. The project also included the construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights and resurfacing, and restriping of the existing parking lot. Construction took place in an active park, which required extra precaution. The work area was enclosed to ensure the safety of the public, and so that there was no interruption of the park's regular operations. During construction, our project team discovered that the existing drainage system was deteriorated and needed to be replaced. A new system had to be designed and installed in order to allow for proper stormwater control at the park. The team worked closely with the engineer and City project staff to help design and construct the most economical and feasible solution. Waypoint was also responsible for coordinating with Musco Lighting to provide sports lighting installations.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

X

d. **Project Name:** Sadkin Community Center Improvements _____**Owner/Entity Name:** City of Lauderhill _____**Address:** 1176 NW 42 WAY _____**City, State, Zip:** Lauderhill, FL 33311 _____

Owner Contact Brian Picinic Title: _____ Ph No.: 954-572-1478

Start Date of Project: 01/2019

Completion Date of Project: 06/2019

Summary of Project:

The scope of work includes:

- ~~Removal of existing gymnasium bleachers and basketball equipment~~
- Installation of new gymnasium bleachers, basketball equipment, and all required controls
- Relocation of fire extinguisher
- Installation of exterior canopy

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work X

e. Project Name: Cooper City Community Center

Owner/Entity Name: City of Cooper City

Address: 9070 SW 51 ST

City, State, Zip: Cooper City, FL 33328

Owner Contact Richard Freeman Title: _____ Ph No.: 954-434-2300

Start Date of Project: 01/2018

Completion Date of Project: 07/2018

Summary of Project:

The project was a complete interior renovation of an approximately 11,000 square-foot community center that serves local families. This project features a custom-cut Korogard Wall Protection System in a wave-like design throughout the main corridor. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout. This project was completed safely, with no reported injuries

Select interior demolition: Removal of exterior openings, Installation of storefront systems, Modification of existing mechanical, electrical, plumbing, and fire alarm systems, Installation of a new fire sprinkler system, Installation of millwork, Installation of new interior finishes: New Kitchen, New Restroom, Impact Windows, New Ceilings, Lighting, New Floor and New Projection screen

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work X

f. Project Name: NPS Biscayne National Park Headquarters Asphalt Repairs

Owner/Entity Name: National Park Services

Address: 40001 SR 9336

City, State, Zip: Homestead, FL 33034

Owner Contact William Vazquez Contracting
Title: Officer Ph No.: 305-242-7793

Start Date of Project: 01/2018

Completion Date of Project: 03/2018

Summary of Project:

The scope of this project included:

- Construction of a new 25-ft long, 3-ft high concrete retaining wall
- 2000sq. ft. of miscellaneous asphalt repairs throughout
- New parking lot striping
- Installation of new wheel stops for parking lot

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work

X

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

demolition, installation of fencing

Work Components that will be provided by subcontractors are as follows:
landscaping and irrigation, paving, installation of sidewalks.

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to **Pathway Park Construction Sub-Phase I and Sub-Phase II** subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

Waypoint Contracting, Inc.

CONTRACTOR's Company Name

Katrina Gonzalez

Katrina Gonzalez, President

Signature of Authorized Agent of CONTRACTOR

Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

Miami-Dade County) SS

KNOW ALL MEN BY THESE PRESENTS, that we, Waypoint Contracting, Inc.

as Principal and CONTRACTOR, and FCCI Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars (\$ *****5%*****) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Sub-Phase I and Sub-Phase II

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Waypoint Contracting, Inc., as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said FCCI Insurance Company as Surety herein, has caused these presents to be signed in its name by its _____ under its corporate seal, this 18th day of February A.D., 2020.

Signed, sealed and delivered in
the presence of:

Waypoint Contracting, Inc.

Principal-CONTRACTOR

By: _____

Katrina Gonzalez

Title: _____

President

As to Principal

Katrina Gonzalez

Surety

FCCI Insurance Company

By: _____

Michael A. Bonet

Michael A. Bonet
Attorney-in-Fact (Power-of-Attorney to be attached)

1/22/20

00410-2

BID BOND

By: 
Michael A. Bonet
Resident Agent

END OF SECTION



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V Fabry; Michael A Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

Craig Johnson

Craig Johnson, President
FCCI Insurance Company



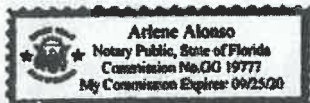
Cina Welch

Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this

18th

day of

February

2020

Cina Welch

Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name Waypoint Contracting, Inc.

Signature Katrina Gonzalez

Name & Title Katrina Gonzalez, President

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the Katrina Gonzalez

(INDIVIDUAL'S NAME)

of President of Waypoint Contracting, Inc.

(TITLE/POSITION WITH COMPANY/VENDOR)

Waypoint Contracting, Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

Katrina Gonzalez

DATE

2/24/2020

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami- Dade)

Katrina Gonzalez

being first duly sworn, deposes and says that:

1. He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Waypoint Contracting, Inc. 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 Katrina Gonzalez

Katrina Gonzalez

Printed Name

President

Title

END OF SECTION



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOPEZ, JORGE LUIS

WAYPOINT CONTRACTING INC
1324 NW 29TH ST
MIAMI FL 33142

LICENSE NUMBER: CGC1519415

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

The Waypoint Team is readily available and does not anticipate any difficulties in managing our workload. Our schedule is flexible and we have the capacity to take on new assignments. Based on Waypoint's prior proven experience in the South Florida region with comparable contracts, we are more than confident in our team's ability to successfully work on multiple projects, simultaneously.

RECENT WORKLOAD

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Completion Date:
City of Lauderdale	Sadkin Community Center Improvements, Lauderdale, FL	Renovation	Bermello Ajamil & Partners, Inc.	June 2019
City of Pompano Beach	Dog Park Restroom, Pompano Beach, FL	New Construction	Cartaya & Associates, Architect, P.A.	June 2019
Popular Bank	Popular Bank Dadeland Branch, Kendall, FL	Renovation	G Alvarez Studio	June 2019
Popular Bank	Popular Bank Hialeah Branch, Hialeah, FL	Renovation	G Alvarez Studio	March 2019
City of Pompano Beach	Sandspur Park Restroom, Pompano Beach, FL	New Construction	Cartaya & Associates, Architect, P.A.	April 2019
Department of Agriculture	Florida City Farmers Market, Florida City, FL	Renovation	N/A	July 2018
City of Cooper City	Community Center, Cooper City, FL	Renovation	David M. Rosenthal Architect, Inc.	August 2018
City of Miami	Morningside Park Tennis Court, Miami, FL	Remodel	David M. Rosenthal Architect, Inc.	August 2018
City of Cooper City	Cooper City Building Department Interior, Cooper City, FL	Renovation	N/A	March 2018
State of Florida - Department of Children and Families	North Broward Service Center Painting of the 1st and 2nd floor, Broward County, FL	Renovation	N/A	March 2018



CURRENT & PROJECTED WORKLOAD

Name of Owner	Name, Location & Description of Project	Type of Work	Current/Projected	Completion Date:
City of Lake Worth	John Prince Park, Lake Worth, FL	Renovation	Current	February 2020
City of Lauderhill	Windermere Community Center Lauderhill, FL	Renovation	Current	March 2020
City of Lauderhill	St. George Community Center Lauderhill, FL	Renovation	Current	March 2020
Town of Davie	Sunny Lakes Community Center, Davie, FL	Renovation	Current	April 2020
City of Miami	FMS Renovations, Miami, FL	Renovation	Current	April 2020
City of Miami Beach	Miami Beach Interior Alterations	Renovation	Current	April 2020
Homestead Air Force Base	Homestead Air Force Base (HARB) Water Repair Damage	Renovation	Current	April 2020
City of Miami Beach	Miami Beach Tenant Improvements	Renovation	Current	May 2020
City of Ft. Myers	Ft Myers State Farmers Market Building, Ft Myers, FL	Renovation	Current	TBD
City of Plantation	Pop Travers Park, Plantation, FL	Renovation	Current	TBD
City of Homestead	Roby George Park Locker Room	Renovation	Projected	TBD
City of Bonita Springs	Bonita Spring CMAR, Bonita Springs, FL	Renovation/New Construction	Projected	TBD
Collier County	General Contractor for Public Transportation Construction	Renovation/New Construction	Projected	TBD



Cooper City Community Center

Cooper City, FL

Role:

Prime

Total Contract Value:

\$794,196.10

Start / End Dates:

01/2018 - 07/2018

Client Contact:

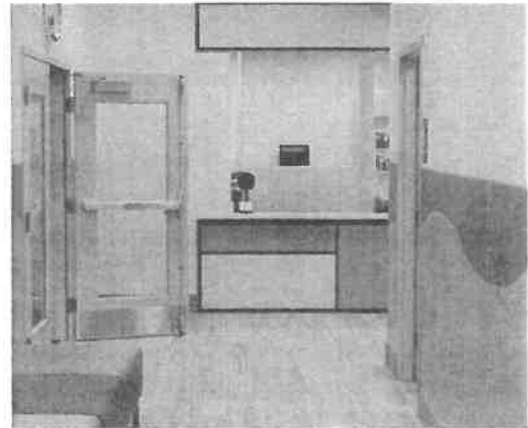
Richard Freeman

City of Cooper City

9070 SW 51st Street,

Cooper City, FL 33328

954-434-2300



Due to our experience, qualifications, past performance, technical approach and understanding of the project requirements, Waypoint was awarded this best value contract. The project was a complete interior renovation of an approximately 11,000 square-foot community center that serves local families. This project features a custom-cut Korogard Wall Protection System in a wave-like design throughout the main corridor. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout. This project was completed safely, with no reported injuries.

The scope of this project included:

- Select interior demolition
- Removal of exterior openings
- Installation of storefront systems
- Modification of existing mechanical, electrical, plumbing, and fire alarm systems
- Installation of a new fire sprinkler system
- Installation of millwork
- Installation of new interior finishes
 - > New Kitchen
 - > New Restroom
 - > Impact Windows
 - > New Ceilings
 - > Lighting
 - > New Floor
 - > New Projection screen



Sandspur Park Restroom

Pompano Beach, FL

Role:
Prime

Total Contract Value:
\$217,399.82

Start / End Dates:
01/2019 - 03/2019

Client Contact:
Tammy Good
City of Pompano Beach
1201 NE 5th Avenue,
Pompano Beach, FL 33060
954-786-5512

Waypoint Contracting, Inc., was selected by the City of Pompano Beach to build from the ground-up a stand-alone restroom structure at Sandspur Park. The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.





Sand Spur Park Restroom

Pompano Beach, FL

Role:

Prime

Client Contact:

Tammy Good

City of Pompano Beach

1201 NE 5th Avenue,

Pompano Beach, FL 33060

954-786-5512

Total Contract Value:

\$217,399.82

Start / End Dates:

01/2019 - 03/2019



Waypoint Contracting, Inc., was selected by the City of Pompano Beach to build from the ground-up a stand-alone restroom structure at Sand Spur Park. The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.



Cooper City Building Department Cooper City, FL

Role: Prime

Total Contract Value:
\$473,536.46

Start / End Dates:
01/2018 - 03/2018

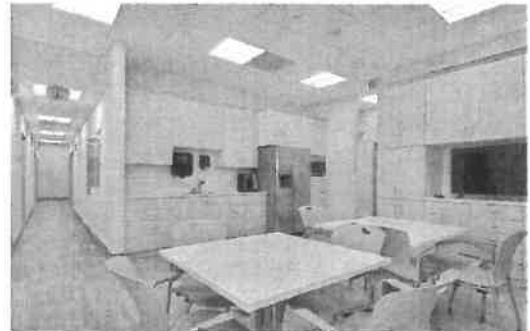
Client Contact:
Richard Freeman
City of Cooper City
9070 SW 51st Street,
Cooper City, FL 33328
954-434-2300

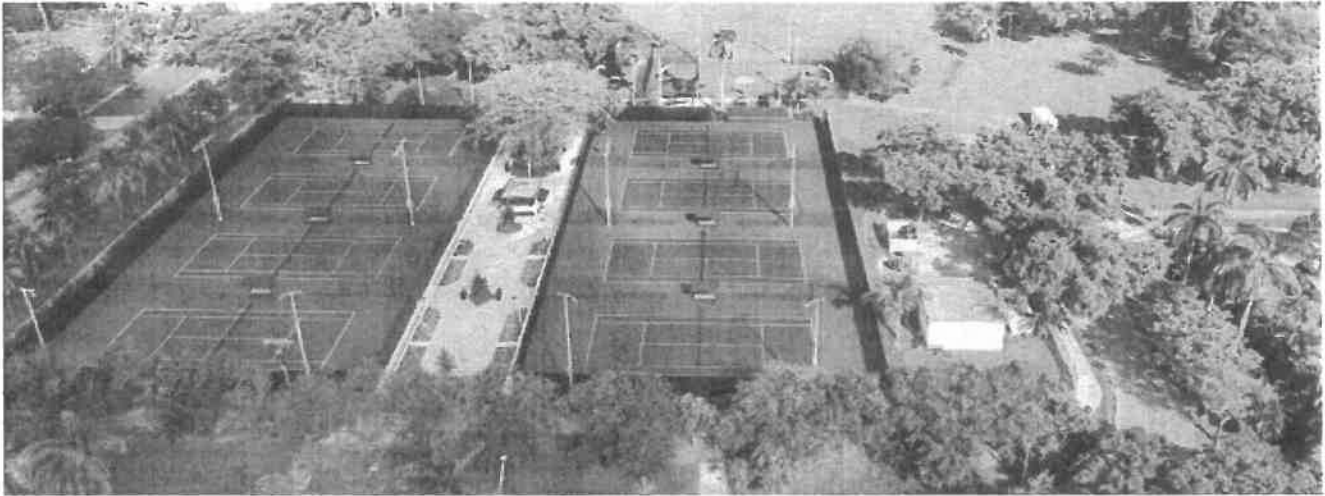
Waypoint Contracting, Inc., was awarded the Cooper City Building Department Interior Renovations project based on a best-value procurement solicitation. Jorge Lopez, Waypoint's Vice President, served as Project Manager on this project. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout.

The project scope included the complete remodel of the existing facility's:

- Reception areas
- Offices
- Restrooms
- Hallways
- Conference room
- Kitchen

This project was completed safely, with no reported injuries.





Morningside Park Tennis Courts

Miami, FL

Role:

Prime

Client Contact:

Nelson Cuardas

City of Miami

Total Contract Value:

\$1,404,740.54

444 SW 2nd Avenue, 8th Floor

Miami, Florida 33130

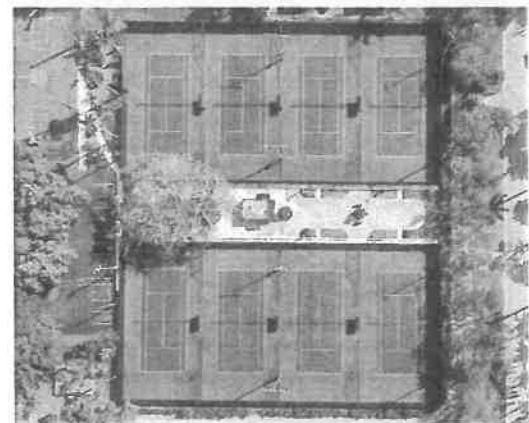
305-416-1254

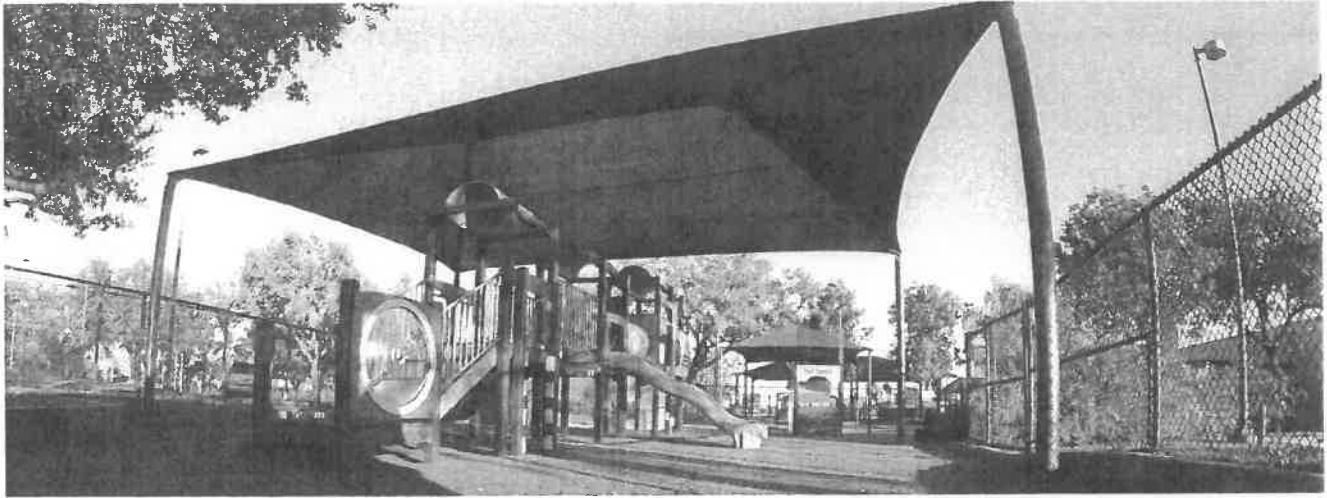
Start / End Dates:

01/2018 - 08/2018

Waypoint Contracting, Inc., was awarded this best value contract to reconstruct the Morningside Tennis Center for the City of Miami. The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the seven existing tennis courts, plus the addition of one new court. The project also included the construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights and resurfacing, and restriping of the existing parking lot.

Construction took place in an active park, which required extra precaution. The work area was enclosed to ensure the safety of the public, and so that there was no interruption of the park's regular operations. During construction, our project team discovered that the existing drainage system was deteriorated and needed to be replaced. A new system had to be designed and installed in order to allow for proper stormwater control at the park. The team worked closely with the engineer and City project staff to help design and construct the most economical and feasible solution. Waypoint was also responsible for coordinating with Musco Lighting to provide sports lighting installations.





Miami ARTCC Playground Restoration Miami, FL

Role:

Prime

Client Contact:

Susan Newcomb

Federal Aviation Administration

7500 NW 58th Street

Miami, FL 33166

781-238-7659

Total Contract Value:

\$99,940.00

Start / End Dates:

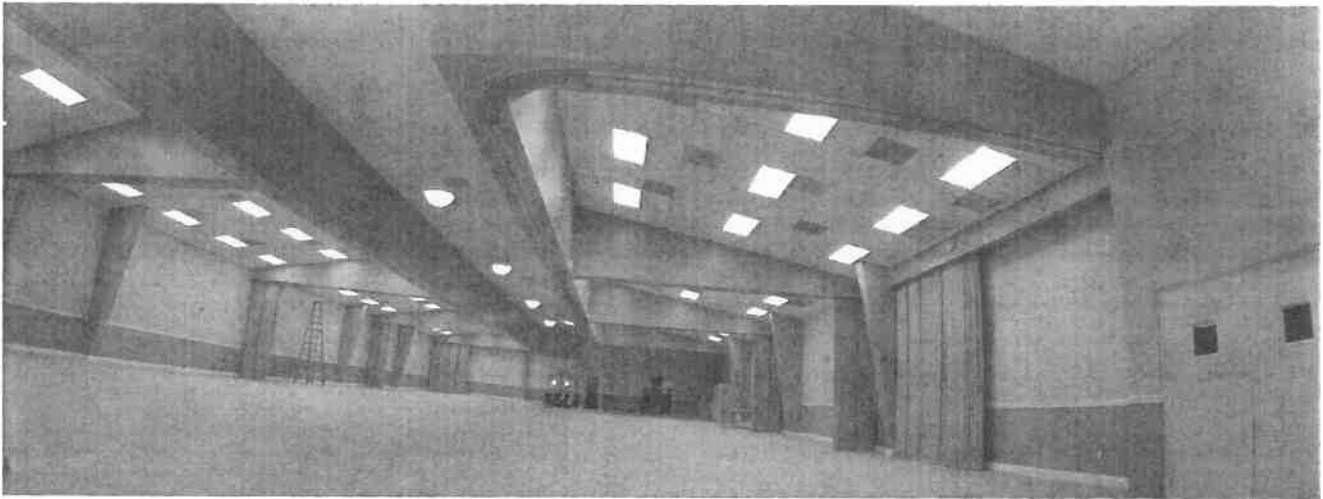
11/2017 - 12/2017



Waypoint Contracting, Inc., was selected by the Federal Aviation Administration to restore the playground for the Miami Air Route Traffic Control Center (ARTCC). Waypoint was responsible for removing the existing turf and replacing it with a new synthetic turf system. Construction took place during the daycare's normal business hours, which required extensive coordination to ensure that the site was properly secure – to prevent children from walking into the construction area and containing the noise and dust so it does not disturb the children.

The scope of this project included:

- Removal of existing playground turf system and subbase
- Re-installation of new subbase and synthetic turf system
- Removal and re-installation of existing playground equipment



Phichol Williams Community Center

Homestead, FL

Role:
Prime

Total Contract Value:
\$490,832.00

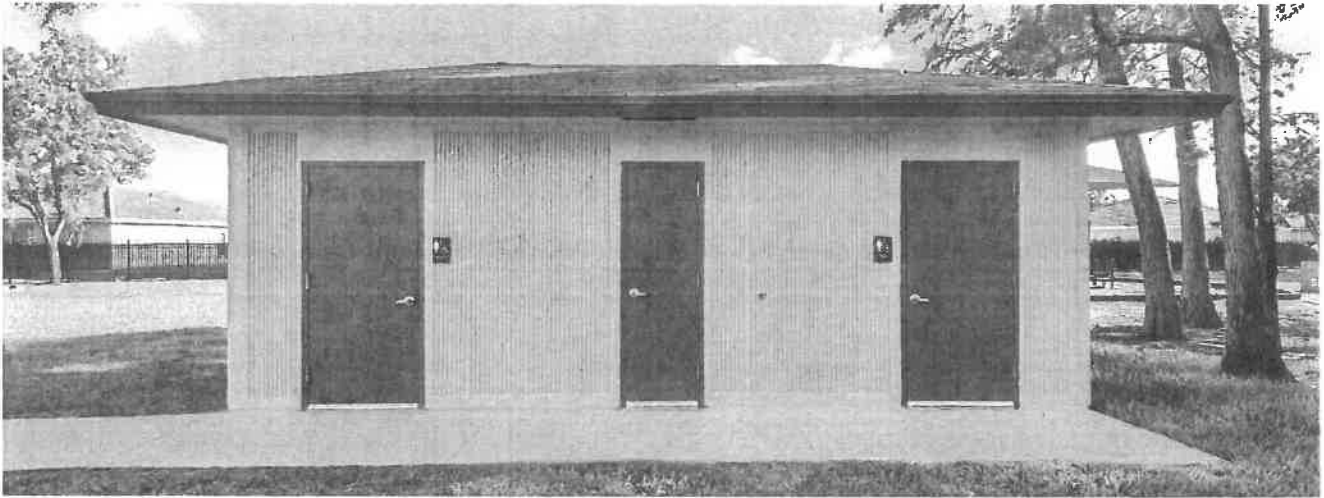
Start / End Dates:
08/2017 - 12/2017

Client Contact:
Dennis Maytan
City of Homestead
450 SE 5th Ave.,
Homestead, FL 33030
305-224-4572



Waypoint was responsible for the complete demolition and reconstruction of all interior finishes for the 17,500 sq. ft. Community Center. This project took place during the impact of Hurricane Irma, which required the site to temporarily shut down. Waypoint worked with the City to coordinate security and protection of the facility during the storm, and conducted post-storm damage assessments.

- The scope of this project included:
- Installation of new acoustical ceiling (throughout entire building)
- New tile flooring and base installation
- Drywall repair
- Mold abatement
- New paint (throughout entire building)
- New cabinetry and counter-top installation
- New ADA compliant restrooms that included new plumbing, fixtures, partitions and accessories
- Over 500lf of 12 feet high accordion partition



John Mullin Park Improvements Lauderhill, FL

Role:
Prime

Client Contact:
City of Lauderhill
7500 W. Oakland Park Blvd.
Lauderhill, Florida 33313
954-572-1478

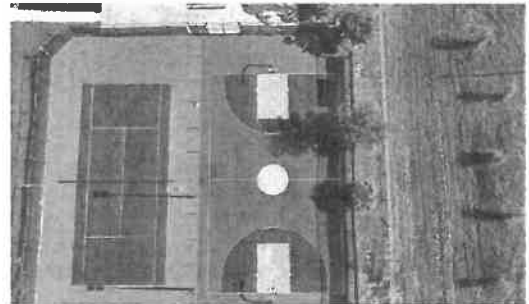
Total Contract Value:
\$333,804.73

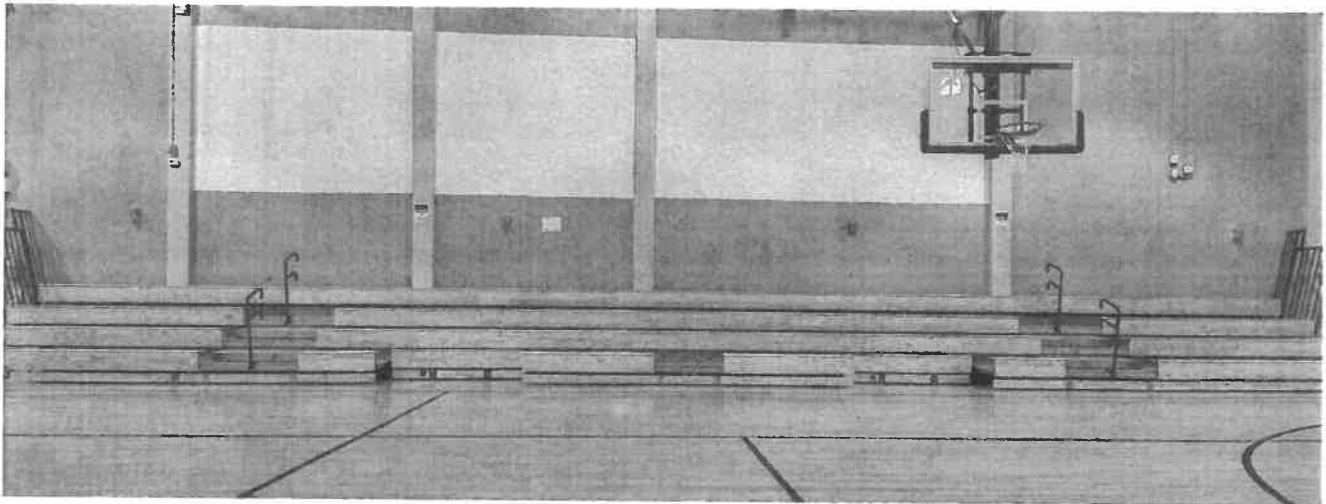
Start / End Dates:
01/2019 - 06/2019

Waypoint Contracting, Inc., was contracted by the City of Lauderhill to perform improvements to John Mullin Park. Construction took place during the park's operational hours which required installation of a security fence to ensure the safety of children and other ongoing traffic.

The scope of work includes:

- Removal and replacement of 5,000sq. ft. of damaged sidewalks/walking trails
- Replacing baseball field netting
- Resurfacing of basketball courts and installation of new basketball hoops
- Installation of new prefabricated steel dug-outs
- Installation of new aluminum bleachers
- Complete renovation of baseball field bathrooms
- Installation of new cricket pitch
- Installation of new security bollards
- Installation of 500lf new fencing
- Installed new lightening detection system





Sadkin Community Center Improvements Lauderhill, FL

Role: Prime

Total Contract Value:
\$326,062.03

Start / End Dates:
01/2019 - In construction

Client Contact:
Brian Picinic
City of Lauderdale
7500 W. Oakland Park Blvd.
Lauderhill, Florida 33313
954-572-1478

Waypoint Contracting, Inc., was awarded this project from the City of Lauderdale under the GO Bond for the beautification of their basketball courts located within the Sadkin Community Center.

The scope of work includes:

- Removal of existing gymnasium bleachers and basketball equipment
- Installation of new gymnasium bleachers, basketball equipment, and all required controls
- Relocation of fire extinguisher
- Installation of exterior canopy





JORGE L. LOPEZ, PMP, CPC, LEED GA | VICE PRESIDENT

- 12+ years of experience in managing a variety of complex construction projects ranging from \$100K to over a \$100M
- Actively engaged in all aspects of project management, delivering consistent leadership to the team and a thorough understanding the client's needs

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Bachelor of Science in Construction Management, Florida International University

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- Project Management Professional (PMP #1624830)
- American Institute of Constructors Certified Professional Constructor (CPC #8657)
- LEED Green Associate (Certification #10679250)
- State of Florida Certified General Contractor (CGC1519415)
- USACE Construction Quality Control for Contractors
- First Aid / CPR
- OSHA 30
- DoD Clearance – Top Secret

Mr. Lopez has over a decade of Project Management experience in the industry providing hands-on management encouraging collaboration, inspiring teams to effectively accomplish project goals. He is responsible for supporting each department, assuring prompt cost-effective project delivery while promoting safety. His consistent leadership and innovative approach contribute to the development and implementation of systems, procedures, key performance measures and various management tools that keep Waypoint contemporary with industry standards. Mr. Lopez specializes in designing, constructing, renovating, and maintaining a variety of complex construction projects for government and commercial clients both large and small ranging from \$100K to over a \$100M. He is a natural problem solver with a commitment to thoroughly understanding the client's needs.

PROJECT EXPERIENCE GOVERNMENT

Sunny Lakes Community Center Renovation, Davie, FL - Project Manager. Waypoint Contracting, Inc., was selected to demolish and renovate the interior of the existing structure, install a new package lift station, water service, and force main.

Windermere Community Center, Lauderhill, FL - Project Manager. Waypoint Contracting, Inc., was selected to relocate the existing basketball court and install new canopy over the new basketball court.

St. George Park & Community Center Improvements, Lauderhill, FL - Project Manager. Waypoint Contracting, Inc., was selected by the City of Lauderhill to provide ADA and other improvements to the existing community center. The project consists of the removal of existing floor, wall tiles and other general improvements to the restrooms, lobby, gym, office, computer room, multipurpose room, kitchenette & closet.

Cooper City Building Department, Cooper City, FL - Project Manager. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout. The project scope included the complete remodel of the existing facility's reception areas, offices, restrooms, hallways, conference room, and kitchen.

Phichol Williams Community Center, Homestead, FL - Mr. Lopez served as the Project Manager for this project. Waypoint was responsible for the complete demolition and reconstruction of all interior finishes for the 17,500sq. ft. Community Center. This project took place during the impact of Hurricane Irma effecting the construction timeline. Waypoint worked with the City to coordinate the security and protection of the facility during the storm and conducted post storm damage assessments.

Cooper City Community Center Interior Renovations, Cooper City, FL - Project Manager. The project was a complete interior renovation of an approximately 11,000 square-foot community center that serves local families. This project features a custom-cut Korogard Wall Protection System in a wave-like design throughout the main corridor. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout.

North Broward Service Center Interior Renovations, Broward County, FL - Waypoint Contracting, Inc., was responsible for the painting of the entire 19,402 sq. ft first floor and the 47,356 sq. ft. second floor of the North Broward Service Center. The entire workspace consisted of modular work stations, interior hard wall offices, and specialty rooms such as conference rooms, training rooms, storage areas and copier area. Waypoint was responsible for moving out all the office furniture to perform our required scope of work, and then moving the furniture place in it's exact location to assuring that the building would be ready for the upcoming business day. This project delivery took place in the evenings after business hours, which required extensive coordination and planning.

Florida City State Farmers Market, Florida City, FL - The Farmers market project consisted of hurricane damage roof repairs to the Florida City Market. The work took place in occupied spaces and required us to coordinate the work closely with the owner/tenants in order to not disrupt the facilities operations. The scope of this project included: Approximately 5000sf of re-roof throughout multiple buildings; Approximately 600lf of gutter and down spout replacement throughout multiple buildings; Over 200lf of roof flashing replacement; Approximately 120lf of fascia trim and support framing replacement; & Chain-link fence repair/replacement.

Convoy Point Building Storm Repair, Homestead, FL - Waypoint was responsible for performing repairs throughout the building at Convoy Point caused by Hurricane Irma damage. The repairs were conducted in the LE office, Discovery room and Maintenance Building. Coordination with the building owner and staff was required in order to allow the building to remain fully operational, and in order ensure safety and children and other traffic. The scope of this project included: Drywall (removal and replacement); Ductwork (removal and replacement); Insulation (removal and replacement); Doors (removal and replacement); Painting; Stucco repair; & Misc. Electrical work.

Miami Air Route Playground, Miami, FL - Project Manager The restoration of the Playground for the Miami Air Route Traffic Control was Waypoint Contracting, Inc.'s first federal job. This project was constructed during day time work hours. Waypoint was responsible for extensive coordination with the Contracting Officer in order to maintain the facility operational. Specifics of this project included: Inspection, Testing, Sample taking, Repairing of damaged construction, Restoring substrates, & Finishes and landscape.

Morningside Park Tennis Courts, Miami, FL - Project Manager. The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the existing seven tennis courts, and the addition of one new tennis court; construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights, and resurfacing and restriping of the existing parking lot.

Go Bond Sadkin Community Center Improvements, Lauderhill, FL - Project Manager. Project scope includes: New-cantivlevered Canopy & Installation of Bleachers, scoreboards and all basketball hoop accessories.

John Mullin Park Improvements, Lauderhill, FL - Project Manager. Project consists of the repair & replacement of sidewalk, netting, basketball courts fencing, and bathrooms.

Sand Spur Park Restroom, Pompano Beach, FL - Waypoint Contracting, Inc., was selected by the City of Pompano Beach to build a ground-up stand-alone restroom structure at Sand Spur Park. The restroom features a self-sufficient solar water heater and power system, providing the City a long lasting energy efficient sustainable design. Regular communications and coordination with the County were critical, for the water and sewer utility connections and in order to stay on schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Dog Park Restroom, Pompano Beach, FL - Waypoint Contracting Inc., was selected by the City of Pompano Beach to build a ground up stand-alone restroom structure at Dog Park. Regular communications and coordination with the County was critical, for the water and sewer utility connections and in order to stay on schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. An MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Sunny Isles Beach Fire Station #10, Sunny Isles, FL - New construction of Fire Station #10.

ACP#3 and ACP#4 Design-build – Defense Logistics Agency Facility, Susquehanna, PA, \$17.3M – Mr. Lopez served as TMG Sr. Project Manager in charge of the entire life-cycle of the project leading the design and construction of an integrated system of active and passive vehicle barriers at two (2) entry control points to stop threat vehicles from breaching a secured compound perimeter. Work included, but was not limited to, canopies over truck and automobile entrance and inspection facilities, traffic control buildings, fencing, lighting, communications, new prefabricated guard booths, pavements, site work, road sensors, and signage. The project also provided electrical service upgrades, emergency generators, and control systems to activate and monitor vehicle barriers.

NOAA NSOF Satellite Facility Mechanical and Electrical System Upgrades, \$30.5M - Mr. Lopez served as the Project Manager on the phase renovation of the NOAA facility that involved doubling the power, UPS, and cooling capacity of an N+2 redundant series of critical systems and rooms that were fully operational and could not be shutdown. The scope included increasing the cooling plant and distribution system from 900 tons to 1,600 tons of cooling, upgrading the power and distribution systems from 4,000 amps to 8,000 amps, adding 2.7MW of UPS, replacing 3.6MW of onsite generators with 7500kW of onsite generators, the reconfiguration of a 35,000sf active computer room involving the replacement and addition of (24)CRACs, (48) IRCs, (22)PDU's, (22) STATs mechanical and electrical infrastructure along with architectural modifications and a wide variety of other architectural, civil and structural upgrades to the building at large.

USACE Upgrades to Access Control Points 3 & 4, New Cumberland, PA W912DR-13-C0054 - Mr. Lopez was responsible for all aspects of the project planning and implementation from preconstruction design, to permitting, to construction, and closeout. The US Army Corps of Engineers hired TMG Construction for the design-build upgrade of Access Control Points 3 and 4 at the Defense Distribution Center Susquehanna in New Cumberland, Pennsylvania. The project involves the design and construction of an integrated system of active and passive vehicle barriers at two entry control points to prevent threat vehicles from breaching a secured compound perimeter. The overall project was performed in two phases, one for each of the two Access Control Points (ACPs), which are roughly a mile apart. ACP 3 was further divided into six phases, while ACP 4 was divided into three phases. Mobilization for each point is dependent on approval of environmental permits from the local regulator jurisdictions. The scope for both points includes new drainage structures, asphalt pavement, canopies over truck and automobile entrance and inspection facilities, traffic control buildings, fencing, lighting, communications, new prefabricated guard booths, intrusion detection and closed circuit television systems, bollards, sidewalk removal and replacement, ADA access requirements,

obtaining and complying with local permit processes and inspections, noise control; in addition to electrical service upgrades, emergency generators and control systems to activate and monitor the new vehicle barriers. The ACP3 portion of the project was completed on 12/14/16 and the ACP4 portion is currently under government suspension due to lack of funding.

MDC- Data Processing Center Settlement Remediation – GSA Project #Z00072-GOB227 - Mr. Lopez was responsible for all aspects of the project planning from preconstruction, to construction, and closeout. The project included the settlement remediation of part of Miami Dade County's Data Processing Center. The scope included demolition of part of the buildings slab and careful marking of under slab utilities to install over 50 micro piles inside the building. The building slab was then repoured and the surround finishes such as drywall partitions, ceilings, doors, paint, and flooring were replaced. This center also process the 911 calls for the County and special care was taken to ensure operation was maintained 24/7 during construction.

D/B FAA ARTCC Major Mechanical and Electrical Upgrades, Miami Florida, \$5.0M - Mr. Lopez served as the onsite Project Manager on the phase renovation of the Miami FL, ARTCC facility that involved the replacement of two 300-ton chillers, four chilled water pumps, four 325-ton cooling towers, three 60hp vertical turbine pumps, and seven computer room air units, all without disruption of mission-critical services at the ARTCC in Miami, Florida.

RESIDENTIAL

SW 86th Avenue Residence, Miami, FL - Waypoint was responsible for performing a complete remodel of the home. The scope of this project included: New Metal Roof; New Driveway; New Windows (removal and replacement); New Doors (removal and replacement); Painting; Renovation of bathroom and living spaces; & Reconstruction of pool.

SW 112th Ct Residence, Miami, FL - Waypoint was responsible for performing a complete interior remodel of this private residence. The scope of this project included: New Windows (removal and replacement), New Doors (removal and replacement), Painting, and Renovation of bathroom & living spaces.

SW 93rd Avenue Residence, Miami, FL - Waypoint Contracting, Inc., was selected to renovate this 1964 home into a new modern design. The original design included an enclosed kitchen, outdated appliances, and a rusted deck. Waypoint removed the kitchen wall and converted the once closed space into an open space kitchen and family room ready to entertain guest. The master bedroom, located on the first floor, was expanded to accommodate two closets, a master bathroom, and master shower.

Jorge Sanchez Residence, Miami, FL - Waypoint was selected to provide design-build services to this private residence in Miami, Florida. The project was constructed utilizing a fast track delivery method, finishing on-time and within budget. The scope of this project included: Complete interior demolition of the master bedroom, Complete renovations of the master closet and Complete renovation of the master bedroom.

Manuel Vecin Patio Deck, Miami Springs, FL - Waypoint Contracting, Inc., was selected to provide a new elevated deck for this private residence located in Miami Springs, Florida. The scope of this project included: Demolishing the existing patio deck, Demolishing above ground pool, Installation of the new deck foundation, Building a new elevated 350sq. ft., PT deck with steps and guard rails, and Building a new 360sq. ft. ground level deck at the rear of the property.

Newberg Apartments, Phase I and Phase II - Interior renovation and demolition of exterior stairs and building structures.

Samari Likes East Condominiums - Currently Ongoing Units Released on a monthly basis.

Miami ICON Brickell Condos - Site work and sidewalk construction.

INSTITUTIONAL

Barry University New Statue Plaza, Miami Shores, FL - New construction of statue plaza.

Barry University Soccer Field Entrance, Miami Shores, FL - New construction of soccer field entrance.

Bob Graham Educational Facility, Miami, FL - Project Manager for a 10,000sq.ft. three-story addition.

COMMERCIAL

Popular Bank, Kendall, FL - Waypoint Contracting, Inc., was selected to perform an interior build-out of Popular Bank's Kendall Branch. Heavy coordination and planning were necessary to successfully construct this two-phase project. Construction could only take place while the bank was open, during their Monday-Friday regularly scheduled business hours. With a lack of space for staging and dumpsters, careful coordination with the owner/tenants was required in order to avoid disruption at the bank. This project was completed ahead of schedule and on budget. The scope of work included: Demolition of existing finishes throughout, New drywall, Flooring, Ceilings, Electrical, Paint, Renovation of and reconfiguration of bathrooms to meet ADA requirements, HVAC system (reconfiguration For new layout - new modern ducts), and Installed DIRT glass wall office system.

Popular Bank, Hialeah, FL - Waypoint Contracting, Inc., was selected to perform an interior build-out of Popular Bank's Hialeah Branch. Heavy coordination and planning were required to successfully construct this two-phase project. Construction took place during the bank's normal business hours, which required working closely with the owner/tenants to avoid disruption. This project was completed ahead of schedule and on budget. The scope of work includes: Demolition of existing finishes throughout, New drywall, Flooring, Ceilings, Electrical, Paint, Renovation of and reconfiguration of bathrooms to meet ADA requirements, New HVAC system, Installed DIRT glass wall office system, and Updated exterior site lighting system.

Miami Water Heater Renovations, Miami, FL - Waypoint Contracting, Inc., was selected by Miami Water Heater to produce a design that incorporated their new modern brand. A complete interior demolition was performed and renovations to the showroom, office, and restrooms were made. Construction took place during business hours, which required extra safety precautions to be implemented. We also made sure that their facility was up to date on all current code requirements. The scope of this project included: Complete interior demolition, Renovation of showroom, office area, and restrooms, New drywall partitions, ceilings, floors, paint, mill-work, and lights, New HVAC, New Office Partition Systems.

Hamilton Risk Building Entrance - Project Manager for the renovation of building with new pedestrian canopy.

Miami FMS #1 Life Cycle Renovation, Miami, FL - Project Manager for the renovation of the 7,100sq. ft. facility.

Everglades Correctional Institute Re-Entry Center - New Construction of a Re-Entry Center Facility.

Barket Office - New Construction of offices.

ITS Annex Warehouse Office Expansion - Interior demolition, repairs, remodeling of an 800sq. ft. warehouse.

San Miguel Shopping Center - Construction of a new two story shopping center.

Telemundo Permit Closures - Closure of outdated open permits.

State Farm Insurance Agency Office - Interior office space build-out.

UPS Crew Pilot Lounge - Renovations of crew pilot lounge area.

Telemundo Scenery Department - Interior renovation of scenery department.

Telemundo Exterior Stair Replacement - Removal of existing and replacement of new steel stairs.

Hamilton Risk Building Entrance - Renovation of building with new pedestrian canopy.

HEALTHCARE

Mount Sinai Hospital, Elevated Pedestrian Connector - Construction of new steel framed elevated pedestrian connector to connect two buildings over road traffic.

Mount Sinai Hospital, Green Building Vestibule Renovations - Enclosure and renovation of existing building vestibule with MEP upgrades.

Mount Sinai Hospital, DeHirsch Meyer Window Replacement - Complete replacement of all DeHirsch Meyer building exterior windows.

Mount Sinai Hospital, Skylight Replacement - Enclosure of an exterior pipe way to protect the pipes from the elements.

Mount Sinai Hospital, DeHirsch Meyer Stair Enclosure - Enclosure of existing exterior stairs and HVAC pressurization upgrades.

Mount Sinai Hospital, Exterior Pipe way Enclosure - Enclosure of an exterior pipe way to protect the pipes from the elements.

Mount Sinai Hospital, Hospital, DeHirsch Meyer Door Replacements - Replacement of all DeHirsch Meyer building roof doors.

Baptist Health South Florida, Doctors Hospital - Drainage Improvements - Replacement of existing drainage systems.

Baptist Health South Florida, Homestead Hospital Employee Health Center - Interior office space build-out.

Baptist Health South Florida, Mariners Hospital - Generator Replacement - Removal of existing steam generators and installation of new.

Baptist Health South Florida, Doctors Hospital - MAB Protective Screen - Installation of architectural screen around roof mounted cooling towers.

EMPLOYMENT EXPERIENCE

Waypoint Contracting, Inc., Miami, Florida, 2016 - Present

Vice President/Senior Project Manager

Responsible for all construction operations, beginning from procurement, business development, assigning project staff and equipment resources, tracking project cost and revenue, monitoring schedules and personnel management to align with corporate policies and procedures. Mr. Lopez is also engaged in all aspects of project management and supports management maintaining and emphasis on safety.

TMG Construction Corporation, Purcellville, Virginia, 2011 - 2017

Program Manager

Responsible for managing teams on numerous multi-million dollar commercial and institutional projects involving all building and civil trades. Mr. Lopez's responsibilities included: designed project management, estimating and scope development, buyout, scheduling, change management, construction engineering and project controls, financial management and leadership responsibilities for managing projects that were accomplished utilizing subcontractors and a self-performed workforce in remote locations.

TGSV Enterprises, Inc. Hialeah, Florida, 2006 - 2011

Assistant Project Manager/Superintendent

Mr. Lopez was responsible for the management of multiple construction projects from \$50K – \$10M for owners such as Mt. Sinai Medical Center, Baptist Health South Florida, Miami-Dade County, Barry University, Hamilton Risk Management, and Telemundo. He managed all aspects of the project life cycle, which encompassed project buyout, scheduling, and processing/tracking of all project documents including: General Contracts, Sub-contracts, Purchase Orders, RCO's, Change Orders, Meeting Minutes, Submittals, RFI's, Project Schedules, Permits, Daily Field Reports, and Closeout Documents. Mr. Lopez was also responsible for preconstruction activities such as reviewing drawings and specifications to perform material takeoffs, developing subcontractor work scopes, preparing bid packages, and design-build projects.

In the capacity of Superintendent Mr. Lopez supervised the construction of numerous projects up to \$500K, including the MDC Data Processing Center Settlement Remediation Project, which consisted of installing 60 piles inside an operational Miami Dade County 911 Call and Data Center building. He coordinated the activities of subcontractors and company field personnel, managed all aspects of the permit/inspection process, and inspected work in progress to ensure that it conformed to project specifications while adhering to the project schedule.



MARIO CARRANZA | ASSISTANT PROJECT MANAGER

- 5+ years of residential, commercial and industrial construction experience
- Experienced technical leader, that provides high-level management for subcontractors and field team

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Bachelor of Science
Construction Management,
Florida International University

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- OSHA 30

Mr. Carranza supports Waypoint's Project Management and field operations in performing the technical aspect of managing civil related commercial and institutional projects. He is responsible for creating detailed cost estimates based on required pricing guidelines and providing high-level scoping. Other key duties include: Work site visits, pre-proposal meetings, clarifying scope, preparation of RFI's, and managing bid receipt of subcontractor and suppliers pricing to for the development of Waypoint's final selling price and offer.

PROJECT EXPERIENCE

Sunny Lakes Community Center Renovation, Davie, FL - Assistant Project Manager. Waypoint Contracting, Inc., was selected to demolish and renovate the interior of the existing structure, install a new package lift station, water service, and force main.

Windermere Community Center, Lauderhill, FL - Assistant Project Manager. Waypoint Contracting, Inc., was selected to relocate the existing basketball court and install new canopy over the new basketball court.

St. George Park & Community Center Improvements, Lauderhill, FL - Assistant Project Manager. Waypoint Contracting, Inc., was selected by the City of Lauderhill to provide ADA and other improvements to the existing community center. The project consists of the removal of existing floor, wall tiles and other general improvements to the restrooms, lobby, gym, office, computer room, multipurpose room, kitchenette & closet.

Go Bond Sadkin Community Center Improvements, Lauderhill, FL - Assistant Project Manager. Project scope includes: New-cantilevered Canopy & Installation of Bleachers, scoreboards and all basketball hoop accessories.

John Mullin Park Improvements, Lauderhill, FL - Project consists of the repair & replacement of sidewalk, netting, basketball courts fencing, and bathrooms.

Popular Bank, Kendall, FL - Waypoint Contracting, Inc., was selected to perform an interior build-out of Popular Bank's Kendall Branch. Heavy coordination and planning were necessary to successfully construct this two-phase project. Construction could only take place while the bank was open, during their Monday-Friday regularly scheduled business hours. With a lack of space

for staging and dumpsters, careful coordination with the owner/tenants was required in order to avoid disruption at the bank. This project was completed ahead of schedule and on budget. The scope of work included: Demolition of existing finishes throughout, New drywall, Flooring, Ceilings, Electrical, Paint, Renovation of and reconfiguration of bathrooms to meet ADA requirements, HVAC system (reconfiguration For new layout - new modern ducts), and Installed DIRT glass wall office system.

Popular Bank, Hialeah, FL - Waypoint Contracting, Inc., was selected to perform an interior build-out of Popular Bank's Hialeah Branch. Heavy coordination and planning were required to successfully construct this two-phase project. Construction took place during the bank's normal business hours, which required working closely with the owner/tenants to avoid disruption. This project was completed ahead of schedule and on budget. The scope of work includes: Demolition of existing finishes throughout, New drywall, Flooring, Ceilings, Electrical, Paint, Renovation of and reconfiguration of bathrooms to meet ADA requirements, New HVAC system, Installed DIRT glass wall office system, and Updated exterior site lighting system.

Alta Harbor Park, Fort Lauderdale, FL

Clarity Pointe Alton, West Palm Beach, FL

The Waterford Renovation, Boynton Beach, FL

OSCS Renovations, Tegucigalpa, Honduras

EMPLOYMENT EXPERIENCE

Waypoint Contracting, Inc., Miami, Florida, 2017 - Present

Estimator/Assistant Project Manager

- Analyzing and dissecting project plans and specifications to establish the required scope of work.
- Contacting subcontractors for pricing of various trades.
- Performing quantity takeoffs for verification of subcontractor pricing as well as for self-perform estimates.
- Buying out of trade contracts for projects.
- Managing of owners, subcontractors, and third parties throughout each project.

Pegasus Painting and Waterproofing, Miami, Florida, 2017 - 2018

Estimator/ Assistant Project Manager

- Receive, Review and Create Bids.
- Estimate for budgets, bids and changes.
- Create field take offs.
- Review addendums, changes and additions to bids.
- Communicate with clients, vendors and field personnel.
- In charge of sales, estimating, and project management of multiple projects.
- Invoicing, change orders, submittals.
- Safety management and control.
- Prepare schedule of values for billing purposes.
- Responsible for contract review, meetings, and job changes.
- Communication with field workers.

Carranza Y Asociados Tegucigalpa, Honduras, 2011-2017

Assistant Project Manager

- Purchase of construction materials for different construction projects.
- Logistics related to purchase and delivery of materials to jobsites.
- Coordinating and making payments to workers.
- Field supervision of workers and personnel.
- Quality control.
- Safety.
- Document management (Submittals, Change Orders).

Pegasus Painting and Waterproofing Miami, Florida, Summer 2016

Intern

- Review and work with bids and change orders.
- Accounting: contacting customers for payment, making payments, accounting expenses.
- Estimating.
- Field work: supervision and management of projects, safety awareness.



UNAI URRESTI CORTA | FOREMAN

- 16+ years of project and operation management experience in commercial and residential construction
- Experienced manager, with a firm understanding of time management as it pertains to the workforce process and adherence of scheduling

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Bachelor of Science in Business Administration, Reinhardt University
- Plans Reading Course, Gold Coast School of Construction

Mr. Urresti Corta has several years of operations management experience in the construction industry. His experience and repeated success is specialized in solving problems that could possibly delay construction and add to construction cost. He has successfully managed subcontractor/craft workforce to meet deadlines and takes a proactive approach to communicating schedules, holding all team members accountable for projects. Unai is extremely knowledgeable and works with each of the crew to accomplish task, including teaching and mentoring individuals in the crew that are less experienced, maintaining tools, cords and equipment so that they are kept in good working order and are safe for use.

PROJECT EXPERIENCE

Miami FMS #1 Life Cycle Renovation, Miami, Florida - Foreman. Waypoint is responsible for the complete demolition and renovation of the 7,100sq. ft. facility.

Miami Beach Tenant Improvements, Miami Beach, Florida - Foreman. The work consists of construction of interior buildouts for various housing projects for the City of Miami Beach Housing & Community Services Department.

Miami Beach Interior Alterations, Miami Beach, Florida - Foreman. Waypoint is responsible for the interior alterations of the Code Compliance suite located at 1680 Meridian Avenue on Miami Beach. In addition to obtaining all necessary permits coordinating all work with the City's Project Manager and building's third-party management company.

EMPLOYMENT EXPERIENCE

Waypoint Contracting, Inc., Miami, Florida, 2019 - Present

Superintendent

- Analyzing and dissecting project plans and specifications to establish the required scope of work.

Florida Painting and Construction LLC, Miami, Florida, Nov 2018 – Nov 2019

Project Manager

- Responsible for controlling and directing the day to day operations in each project. Making sure that the crew follows the scope of work according to The Florida Building Code. Unai is also responsible for managing subcontractors, city inspectors and inspections.

UMA Properties LLC, Miami, Florida, Jun 2017 - Nov 2018

Project Manager

- Responsible for making sure that each project runs according to the Scope of Work, in the best and most efficient way, and within a schedule of completion. Managing different contractors, making sure all of them follow a very specific Scope of Work its one of the challenges in every project. Project challenges were finding the right properties, analyzing them, and determining if the investment is profitable for our Company. Unai managed more than \$1.7 M in properties with a goal of reaching \$2 - \$2.5 M by the end of 2018.

Release Boats LLC, Miami, Florida, Aug 2014 – May 2017

Operations Manager

- Unai was responsible for the all around operations within the factory, making sure that all four stations were working at full capacity in order to achieve and increase productivity and at the same time, cutting the delivery time on the boats. Under his management, Release Boats increased its productivity from one boat per week, to a 3-4 boats per week, increasing sales from \$800.000 in 2015 to a \$3.5 M in 2016 and are projected to be at \$5 M sales for 2018.

Agencias Generales Conaven (Seaboard Marine), Venezuela, Jan 2012 – Jan 2014

Regional Manager

- The Regional Manager position required an all-around understanding on what each shipping vessel should do in each port, as well as time frame operations. Execution and the ability to comply with all around operations make all the difference in this job. As a Regional Manager, Unai's responsibilities started as the vessel arrives in the port, and included handling customs paperwork as well as supplies for the vessel. For two years in a row, my office location was named as the *Best All-Around operations*, managing the best production time in each vessel. The operations in my Regional Office were the most profitable within the other 5 Venezuelan Ports Offices.

Inversiones Caruao U.C.U. C.A., Venezuela, May 2009 – Feb 2014

Board of Directors, Chief Executive Officer (CEO)

- Responsible for the logistics, annual budgets and expanding the networking relationships necessary to increase our sales for heavy lifting equipment in La Guaira, Venezuelan Shipping Containers Port.

JAVIER GONZALEZ | FOREMAN/CLOSE-OUT SPECIALIST

- 25+ years of industry experience as foreman working with private and public clients
- Experienced manager, with a firm understanding of time management as it pertains to the workforce process and adherence of scheduling

EDUCATION

- Level 3 Blueprint
- Construction Management, Turner School of Construction

Mr. Gonzalez proactively anticipates and solves problems that could delay construction; successfully manages a subcontractor/craft workforce to meet deadlines, proactively communicated schedules and expectations and holding staff accountable and is able to take necessary initiative to solve difficult challenges or problems on the project. Mr. Gonzalez works with the crew to accomplish the task, including teaching and mentoring individuals in the crew that are less experienced, maintaining tools, cords and equipment so that they are kept in good working order and are safe for use.

PROJECT EXPERIENCE

GOVERNMENT

Phichol Williams Community Center, Homestead, FL - Foreman/Close-out Specialist. Waypoint was responsible for the complete demolition and reconstruction of all interior finishes for the 17,500sq. ft. Community Center. This project took place during the impact of Hurricane Irma effecting the construction timeline. Waypoint worked with the City to coordinate the security and protection of the facility during the storm and conducted post storm damage assessments.

Cooper City Community Center Interior Renovations, Cooper City, FL - Foreman/Close-out Specialist. The project was a complete interior renovation of an approximately 11,000 square-foot community center that serves local families. This project features a custom-cut Korogard Wall Protection System in a wave-like design throughout the main corridor. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout.

Cooper City Building Department, Cooper City, FL - Foreman/Close-out Specialist. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout. The project scope included the complete remodel of the existing facility's reception areas, offices, restrooms, hallways, conference room, and kitchen.

North Broward Service Center Interior Renovations, Broward County, FL - Foreman/Close-out Specialist. Waypoint Contracting, Inc., was responsible for the painting of the entire 19,402 sq. ft first floor and the 47,356 sq. ft. second floor of the North Broward Service Center. The entire workspace consisted of modular work stations, interior hard wall offices, and specialty rooms

such as conference rooms, training rooms, storage areas and copier area. Waypoint was responsible for moving out all the office furniture to perform our required scope of work, and then moving the furniture place in it's exact location to assuring that the building would be ready for the upcoming business day. This project delivery took place in the evenings after business hours, which required extensive coordination and planning.

Florida City State Farmers Market, Florida City, FL - Foreman/Close-out Specialist. The Farmers market project consisted of hurricane damage roof repairs to the Florida City Market. The work took place in occupied spaces and required us to coordinate the work closely with the owner/tenants in order to not disrupt the facilities operations. The scope of this project included: Approximately 5000sf of re-roof throughout multiple buildings; Approximately 600lf of gutter and down spout replacement throughout multiple buildings; Over 200lf of roof flashing replacement; Approximately 120lf of fascia trim and support framing replacement; & Chain-link fence repair/replacement.

Convoy Point Building Storm Repair, Homestead, FL - Foreman/Close-out Specialist. Waypoint was responsible for performing repairs throughout the building at Convoy Point caused by Hurricane Irma damage. The repairs were conducted in the LE office, Discovery room and Maintenance Building. Coordination with the building owner and staff was required in order to allow the building to remain fully operational, and in order ensure safety and children and other traffic. The scope of this project included: Drywall (removal and replacement); Ductwork (removal and replacement); Insulation (removal and replacement); Doors (removal and replacement); Painting; Stucco repair; & Misc. Electrical work.

Miami Air Route Playground, Miami, FL - Foreman/Close-out Specialist. The restoration of the Playground for the Miami Air Route Traffic Control was Waypoint Contracting, Inc.'s first federal job. This project was constructed during day time work hours. Waypoint was responsible for extensive coordination with the Contracting Officer in order to maintain the facility operational. Specifics of this project included: Inspection, Testing, Sample taking, Repairing of damaged construction, Restoring substrates, & Finishes and landscape.

Go Bond Sadkin Community Center Improvements, Lauderhill, FL - Foreman/Close-out Specialist. Project scope includes: New-cantilevered Canopy & Installation of Bleachers, scoreboards and all basketball hoop accessories.

John Mullin Park Improvements, Lauderhill, FL - Foreman/Close-out Specialist. Project consists of the repair & replacement of sidewalk, netting, basketball courts fencing, and bathrooms.

Sand Spur Park Restroom, Pompano Beach, FL - Waypoint Contracting, Inc., was selected by the City of Pompano Beach to build a ground-up stand-alone restroom structure at Sand Spur Park. The restroom features a self-sufficient solar water heater and power system, providing the City a long lasting energy efficient sustainable design. Regular communications and coordination with the County were critical, for the water and sewer utility connections and in order to stay on schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Dog Park Restroom, Pompano Beach, FL - Waypoint Contracting Inc., was selected by the City of Pompano Beach to build a ground up stand-alone restroom structure at Dog Park. Regular communications and coordination with the County was critical, for the water and sewer utility connections and in order to stay on schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. An MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Westwind Lakes Park - Design-build Medium Recreation Building.
Kendall Soccer Park, Soccer field - Design-build Artificial Turf.
Country Club of Miami - Storm Water, New Irrigation system.
Country Club of Miami - Driving Range.
Pierce Park - Pavilion Shelter.
Holiday Park.
Doral Park - Restroom Building and Parking Lot.
Desoto National Monument - Environmental Sensitive Park.
DOT District Warehouse Bldg. - Design-build Repair and Renovation.
DOT Permanent Canopy - General Contractor.
FDOT Sunguide Building: Project Value: \$700,000 (2008-2009).

INSTITUTIONAL

FIU Health and Wellness Center - New 2-Story Addition.
FIU BA Building - Glass block Replacement.
Amelia Earhart Elementary - CM @ Risk.
Hialeah Senior High - CM@ Risk.
Hialeah Senior High - ADA Upgrades, CM@ Risk.
Carol City Senior - CM @ Risk.
John F. Kennedy - CM @ Risk.
Allapattah Middle School - CM@ Risk.

WAYPOINT CONTRACTING

BALANCE SHEET

As of February 25, 2020

Fixed Assets

1400 Fixed Assets

1410 Office Equipment

1411 Computers	924.23
1411.01 Dell Inspiron 5000	1,966.65
1411.02 Dell XP 13 9635	6,492.46
1411.03 Dell Inspiron 7000	2,325.35
1411.04 Dell Inspiron 13 7370	2,201.13
1411.05 VIVO Desk Mount Stand	634.14

Total 1411 Computers	14,543.96
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1412 Printers, Scanners & Accessories

1412.01 Dell Dock Type C	1,227.05
1412.02 Acer G6 27Inc LCD	3,418.55
1412.03 HP LaserJet Pro M102w Wireless Laser Printer (G3Q35A)	0.00
1412.04 Mouse and Keyboard (8)	0.00
1412.05 Netgear Router	0.00
1412.06 Neat Scanner	0.00
1412.07 Vizio Conference Room TV	0.00

Total 1412 Printers, Scanners & Accessories	4,645.60
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Total 1410 Office Equipment	19,189.56
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	TOTAL
1420 Machinery and Equipment	1,000.00
1420.01 Bob Cat	8,000.00
1420.02 Trailer 4KNUC16256L160266	2,000.00
Total 1420 Machinery and Equipment	11,000.00
1430 Furniture & Fixtures	2,546.71
1430.01 Desk Addition	0.00
1430.02 Haworth Cubicles Set	4,630.00
1430.03 Office Furniture- Doral	10,269.39
Total 1430 Furniture & Fixtures	17,446.10
Total 1400 Fixed Assets	47,635.66
1500 Equipment & Tools	3,708.66
1520 Accumulated Depreciation	-14,472.66
Total 1500 Equipment & Tools	-10,764.00
Total Fixed Assets	\$36,871.66
Other Assets	
1510 Leasehold Improvements	37,073.43
1525 Insurance- Prepaid	20,787.22
1530 Security Deposits	11,967.26
Total Other Assets	\$69,827.91
TOTAL ASSETS	\$1,730,219.42
LIABILITIES	
Liabilities	
Current Liabilities	
Accounts Payable	
2110 Accounts Payable (A/P)	389,186.75
Total Accounts Payable	\$389,186.75
Credit Cards	
2120 Amex	0.00
2121 1009 - Eddy Gonzalez Amex	0.00
2123 1074 - Mario Carranza	5,013.13
2124 3021 -Jorge Lopez Amex	22,799.23
2125 3039 - Katrina Gonzalez Amex	3,627.08
Total 2120 Amex	31,439.44
2126 Chase CC	0.00
2127 0472 -Jorge Lopez Chase	4,433.09
2128 7023 - Eddy Gonzalez Chase	10,026.71
Total 2126 Chase CC	14,459.80
2150 Home Depot Commercial CC	
2151 3422 00001 JLopez-H.Depot	2,271.79
2152 3422-00002 HTorres-H.Depot	0.00
2153 3422-00003-ALopez-H.Depot	172.72
2154 3422-00004-U.Urresti-D.Depot	568.04
Total 2150 Home Depot Commercial CC	3,012.55
Total Credit Cards	\$48,911.79

	TOTAL
Other Current Liabilities	
2200 Other Current Liabilities	
2210 Accrued Reimbursements	2,625.97
2220 Accrued Payroll	36,347.33
2221 Accrued Subcontractor Pay	7,800.00
Total 2220 Accrued Payroll	44,147.33
2240 Loan from Shareholders - Eddy Gonzalez	6,386.80
2250 Loan from Shareholders - Jorge Lopez	6,226.37
2260 Payroll Liabilities	
2261 Employee Benefits	96.83
2262 Federal Taxes (941/944)	0.00
2263 Federal Unemployment (940)	0.00
2264 FL Unemployment Tax	0.00
2265 School	0.00
Total 2260 Payroll Liabilities	96.83
2270 Vendor Retainage	48,531.64
Total 2200 Other Current Liabilities	108,014.94
2275 Insurance Payable	8,955.72
2280 Overbilling	97,006.00
Total Other Current Liabilities	\$213,976.66
Total Current Liabilities	\$652,075.20
Total Liabilities	\$652,075.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C No. Ext): (305) 446-2271 FAX (A/C No.): E-MAIL: certificates@kahn-carlin.com ADDRESS:	
INSURED Waypoint Contracting, Inc. PO Box 420008 Miami FL 33242		INSURER(S) AFFORDING COVERAGE INSURER A: Monroe Guaranty Ins Co NAIC # 32506 INSURER B: FCCI Insurance Co 10178 INSURER C: National Trust Insurance Co 20141 INSURER D: Lloyd's of London INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL199930144**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL100046991-01	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CA100015294-02	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB100025766-01	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	010-WC19A-76368	6/30/2019	6/30/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			FBI-CRO-11403	9/6/2019	9/6/2020	General Aggregate/Occurrence \$1,000,000 Deductible - Per Claim \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/GENFLO

M B Christian

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Public Housing and Community Development

701 NW 1st Court • 16th Floor
Miami, Florida 33136-3914
T 786-469-4100 F 786-469-4151

miamidade.gov

March 8, 2019

Ms. Katrina Gonzalez, President
Waypoint Contracting, Inc.
1324 NW 29th St.
Miami, FL 33142

RE: PHCD Section 3 Business Certification

Dear Ms. Gonzalez:

Public Housing and Community Development (PHCD) has reviewed your application and determined that Waypoint Contracting, Inc. currently meets the requirements for approval as a PHCD Section 3 Certified Business. Your firm has been approved under option 3 (General Contractors only), for priority in contracting opportunities as applicable under 24 CFR 135.36.

This certification is valid for one (1) year from the date of this letter and is subject to periodic reviews for compliance and accuracy of new hire verification and contracting obligations. PHCD reserves the right to rescind certification privileges if deemed necessary during this period.

Next Step: For more information on how to do business with Miami-Dade County, please register your firm with the Internal Services Department at: <http://www.miamidade.gov/procurement/vendor-services.asp>.

Things you need to know:

- To claim Section 3 preference, a business must be certified at least two (2) weeks prior to the bid opening date.
- To claim the Section 3 Certified Business Preference for any PHCD bid, every business is required to submit the Section 3 preference claim documents with its bid-proposal during the bidding process.
- Section 3 Businesses are responsible for retaining eligibility, recruitment, and selection records in relation to "new hire activity" of a Section 3 resident, for a period of three (3) years. Records may include tax documents, proof of household size, household income, etc.

As a PHCD S-3 Certified Business, you have made a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications as a Section 3 business. Please ensure that your business registers for an Elation Systems (www.elationsys.com) account and that quarterly Section 3 Workforce are completed when hired as a sub-tiered contractor and/or an awarded contract by PHCD. For an up-to-date list of Section 3 businesses, send an email to Section3@miamidade.gov.

If you have any questions regarding this certification, please contact me at 786-469-4227 or via email at Section3@miamidade.gov.

Sincerely,


Jorge J. Rendon, Section 3 Coordinator






Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 1

February 13, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. Please advise whether the kiosks and Park directional signage shown on Sheet LH 500 are two-sided or one-sided signs.

ANSWER: There are 3 different types of signage proposed. The *Athletic Complex Welcome Sign* (Key Note Code Item M) is one sided. The *Park Trail Head Sign(s)* (Key Note Code Item E) is one sided. The *Park Directional Sign(s)* (Key Note Code Item F) is two sided.

2. Is the method of bid award based on the Base Bid amount or the totals of the base bids and alternate combined?

ANSWER: The bid award will be evaluated on the base bid totals of Sub-Phase I and Sub-Phase II combined. Exception, if an alternate is determined to be in the best interest of the Village ALL bids submitted will be evaluated based upon inclusion of that alternate line item.

3. Should the general contractor rely on the estimated quantities in the bid form or should we go by any additional areas and info that will be extracted from the plans?

ANSWER: The estimated quantities in the bid form are provided as a guide. The general contractor is responsible for reviewing the plans and ensuring their bid includes all areas and information that can be extracted from the plans.

- 4. How long after phase 1 is completed that we can start with the second phase. Or can both phases run concurrently?**

ANSWER: Concurrently is acceptable provided the plan is provided at the Pre Construction Meeting.

- 5. Has the Village of Palm Springs identified a designed staging area for the contractor, or does the contractor have to provide their own staging and storage areas for keeping material and equipment?**

ANSWER: There is no designated staging area at the site. This will be the contractor's responsibility.

- 6. Does the Village of Palm Springs have a designated Waste/Dumpster management company or does the Village allow any dumpster supplier to be used on the site?**

ANSWER: The Village requires the use of its Waste Hauler, WastePro.

- 7. At what length interval would density test and proctors be required under the sidewalks?**

ANSWER: 250 Feet

- 8. Alternate B on Phase 1 calls for the overhead electric to be buried underground. The E-1 Plans calls for new light fixtures and poles as per Light fixture schedule note: Please clarify.**

ANSWER: The requirement for an alternate B bid is based on providing an alternate bid that includes the cost for burying the overhead electric lines for 3 existing light poles that are indicated on sheet LH-102. The new light fixtures specified on sheet E1.00 (a proposed light pole and fixture, and proposed ground mounted light for the proposed Athletic Complex Welcome Sign) should be included in the base bid per the electrical plans, sheets E0.01 and E1.00.

- 9. As per request for Maintenance of Traffic will the general contractor be required to submit a signed and sealed MOT Plans thru the Village of Palm Springs or thru any other jurisdictions? We assume that Davis Road and Alameda Drive are County Roads. Please advise.**

ANSWER: The MOT plan does not have to be a signed and sealed set of drawings. It must include a map and written description of the MOT plan.

- 10. Please see attached Project Manual Index to indicate some of the listed bid documents are missing or duplicated.**

ANSWER: Refer to the plans and specifications.

- 11. Liquidated Damages is not specified nor in Section 00100-7 Instruction to Bidders line item 8 or Section 00500-1 Agreement for Construction Services. Please kindly provide.**

ANSWER: Liquidated damages for this project will be \$500 per day.

12. Can you kindly clarify if permit fees will be by GC or by the Village? I didn't see any note in the bid documents, nor it is listed in the Unite Price Submittal form.

ANSWER: The Village of Palm Springs waives village permit fees for this project. However, the contractor will be responsible for completing the required permit applications, submitting plans, drawings, etc.

Receipt acknowledged and conditions agreed to the 13 day of Feb., 2020.

Waypoint Contracting, Inc.

Bidder

Katrina Gonzalez



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 2

February 20, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. As per information received from our electrical contractor, the scope for the lighting in Phase 1 need some clarification. The information received is that the existing pole where the power feed for the new kiosk lighting and the new pole is the property of FPL. In order to tap into this power, permission will be required by FPL and a new electrical meter and a disconnect will be required. Please advise whether the Village has been granted permission from FPL to utilize the power from the pole.

ANSWER: The Village is working to receive permission.

2. Please advise whether this Bid Submission is an online electric submission and we do not need to deliver the bid in person or by mail?

ANSWER: Refer to the bid manual Section 00100 item 12.4.

3. Plans call for Phase 1 to have a Village seal in the stamped concrete does the Village of Palm Springs have a vendor who has already made those seal for previous project? If so, please provide name and contact information.

ANSWER: The Village has not worked with a concrete vendor previously to perform this work. It will be the determination of the bidder to select a contractor.

Receipt acknowledged and conditions agreed to the 24 day of Feb., 2020.

Waypoint contracting, Inc.

Bidder

Katrina Gonzalez

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Katrina Gonzalez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of Waypoint Contracting, Inc., the Bidder that has submitted a Bid to perform work for the following project:

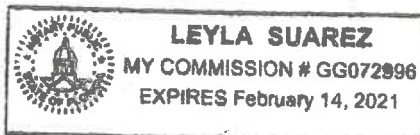
Contract #: ITB 2020B-002 Project Name: Pathway Park Construction Sub-Phase I and Sub-Phase II

- (2) He 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, has 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 Palm Beach County or any person interested in the proposed Contract: and
- (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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Katrina Gonzalez

Subscribed and sworn to (or affirmed) before me this 24 day of February 2020 by Katrina Gonzalez, who is personally known to me or who has produced personally known as identification.

NOTARY SEAL:



Notary Signature: Leyla Suarez

Notary Name: Leyla Suarez

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Katrina Gonzalez, personally appeared Katrina Gonzalez who, after being by me first duly sworn, deposes and says:

(1) I am President of Waypoint Contracting, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: 1TB 2020B-002, Project Name: Pathway Park Construction Sub-Phase I and Sub-Phase II

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, any individual as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: Katrina Gonzalez

Subscribed and sworn to (or affirmed) before me this 24 day of February 2020 by Katrina Gonzalez, who is personally known to me or who has produced personally known as identification.

NOTARY SEAL:



Notary Signature: Leyla Suarez

Notary Name: Leyla Suarez
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Katrina Gonzalez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Waypoint Contracting, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1519415 Expiration Date: 8/31/2020
who submitted a proposal to perform work for the following project:

Contract #: 1TB 2020B-002, Project Name: Pathway Park Construction Sub-Phase I and Sub-Phase II

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: Katrina Gonzalez

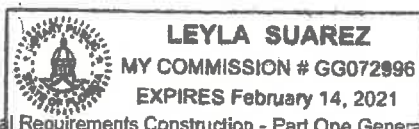
Subscribed and sworn to (or affirmed) before me this 24 day of February, 20 20

by Katrina Gonzalez, who is personally known to me or who has produced personally known as identification.

NOTARY SEAL:

Notary Signature: Leyla Suarez

Notary Name: Leyla Suarez
Notary Public-State of Florida



CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Pathway Park Construction Sub-Phase I and Sub-Phase II

Company Name and Address: Waypoint Contracting, Inc.

7955 NW 12 ST

Doral, FL 33126

Katrina Gonzalez
Signature

Katrina Gonzalez, President
Name and Title

2/24/2020
Date

WORKFORCE PROJECTION

PROJECT NAME:

Village of Palm Springs - Pathway Connector Park Construction

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
☒ Asphalt Paving Machine
☐ Asphalt Screed
☐ Backhoe
☐ Boom Auger Operator
☐ Bulldozer
☐ Concrete Curb Machine Operator
☐ Concrete Joint Saw Operator
☐ Concrete Pump
☐ Cranes with boom length less than 150 ft
☐ Cranes with boom length 150 ft and over
☐ Cranes, all tower cranes, and all
☐ Derrick, or Dragline
☐ Earthmover
☐ Excavator
☐ Forklift
☒ Front End Loader
☐ Grader/Blade
☐ Guardrail Erector
☐ Guardrail Erector
☐ Guardrail Post Driver
☐ Mechanic (type: _____)
☐ Milling Machine Grade Checker
☐ Milling Machine Operator
☐ Motor Grader
☐ Mulching Machine
☐ Oiler, Greaseman
☒ Pavement Striping Machine
☐ Pavement Striping Machine Nozzleman
☒ Pile driver
☒ Power Sub-grade Mixer
☐ Roller
☐ Scraper
☒ Sign Erector
☐ Small Tool Operator
☐ Tractor
☐ Trenching Machine
☐ Truck Driver (type: _____)
☐ Other:
☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
☐ Air Tool Operators
☒ Asphalt Rakers
☐ Bricklayer/Brickmason/Blocklayer
☒ Carpenter
☐ Cement Mason/Concrete Finisher
☐ Drywall Hanger
☐ Drywall Finisher/Taper
☐ Electrician
☐ Elevator Mechanic
☐ Fence Erector
☐ Form Setter
☐ Glazier
☐ Grade Checker
☐ HVAC Mechanic (type: _____)
☐ Ironworker - Ornamental
☐ Ironworker - Reinforcing
☐ Ironworker - Structural
☒ Landscape and Irrigation laborer
☐ Lather
☐ Mason Tenders
☐ Painter
☐ Pipefitter (excluding HVAC pipe work)
☐ Pipelayer
☒ Plasterer
☐ Plasterers Tenders
☐ Plumber (excluding HVAC pipe)
☐ Plumber (including HVAC pipe)
☐ Roofer (including built-up, composition and single ply)
☐ Sheet Metal Worker (including HVAC duct work)
☐ Sprinkler Fitter (fire sprinkler)
☐ Terrazzo Worker Mechanic
☐ Tile Setter
☐ Traffic Control Specialist
☐ Traffic Signalization - Installer
☐ Traffic Signalization - Mechanic
☒ Unskilled Laborer
☐ Welder
☐ Other:

Submitted by: Waypoint Contracting, Inc.

Date: 2/24/2020

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective 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.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that 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 I, we, 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.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will 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 agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Village of Palm Springs

Subcontractor Name: Precise Paving, Inc.

Address: 1243 45th Street, West Palm Beach, FL 33407

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: U-21668 Expiration Date: 09/30/2021

By:

Robert Goossens, Jr. - V.P.

Name and Title



Signature

02/25/2020

Date

PROJECT MANUAL

Park Connector Pathway

Sub-Phase I and Sub-Phase II

Palm Springs, FL

JANUARY 2020



WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
(561) 687-2220

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SECTION 00030

INVITATION TO BID

The Village Council, Village of Palm Springs, Florida, will receive sealed bids for:

BID NO.: ITB 2020B-002, TO# 255

Pathway Park Construction Sub-Phase I and Sub-Phase II

BID DATE: TUESDAY, FEBRUARY 25, 2020 BID TIME: 2:00 P.M.

At 226 Cypress Lane, Palm Springs, Florida, 33461. At such time, all sealed bids received will be opened in public and read aloud by the Village Manager or his designee.

It is the responsibility of the Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Village of Palm Springs.

Bids are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the Village.

Each bid must be accompanied by a bid bond, certified check or cashier's check in an amount of not less than five percent (5%) of the total bid amount. No bid may be withdrawn after the bid opening for a period of ninety (90) days. The Village Council reserves the right to waive informalities in the bids or to reject all bids.

By submitting a bid proposal which is accepted by the Village, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Invitation to Bid (ITB). Bid Opening will occur 30 minutes after submission deadline.

Bid documents may be downloaded from:

(a) Demandstar website – www.Demandstar.com;

(b) Purchasing webpage on the Village of Palm Springs – www.vpsfl.org.

This project is funded in part by the Federal Government and administered by the Palm Beach County Department of Housing and Economic Sustainability and contractors must comply with all Federal requirements and the Davis Bacon and Related Acts whereby all laborers and mechanics are required to receive the prevailing wage rates as contained in the bid documents. Section 3 businesses are encouraged to bid and/ or participate in this project.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Bid package may be incomplete. The Village will not evaluate incomplete Bid packages.

Demandstar is an independent entity and is not agent or representative of the Village.

Communications to Demandstar do not constitute communications to the Village. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the Solicitation documents will prevail.

A non-mandatory pre-bid conference will be held in the Village Council Chambers located at Village Hall, 226 Cypress Lane, Palm Springs, Florida, at 2:00 P.M. local time on Tuesday, February 11, 2020. Attendance at the pre-bid conference is NOT mandatory.

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement code of silence will be in effect as of the deadline to submit a response to this Invitation to Bid. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the code of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The code of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

VILLAGE OF PALM SPRINGS

By: Kimberly Wynn, Village Clerk

Publish: Lake Worth Herald and Demandstar

Thursday, January 30, 2020

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 Edition) have the meanings assigned to them in the GENERAL CONDITIONS. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3. Successful Bidder - the most responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

1.4 Bidding Documents includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained as indicated in Section 00030 - Invitation to Bid.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in Section 00815 - SUPPLEMENTARY CONDITIONS).

3.1 Each Bid must contain evidence of Bidder's qualification to do business in the State/County where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

3.2 Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00315 - Bidder Qualifications Questionnaire, Article 12, including project description, final project cost, owner's name, address, and phone number.

3.3 Provide a list of work currently under contract.

- 3.4 Provide a list of equipment available to be committed to perform the Work contemplated under this contract.
- 3.5 Complete and provide Section 00315 - Bidder Qualifications Questionnaire.
- 3.6 Section 00415 - Public Entity Crimes pursuant to Section 287.133(1995), Florida Statutes, on Public Entity Crimes.
- 3.7 Complete and provide Section 00420 - Statement under Section 287.087 Florida Statutes on Drug-Free Workplace.
- 3.8 Complete and provide Section 00425 - Non-Collusive Affidavit.
- 3.9 Current Certificate of Liability Insurance per the requirements of Section 00815, Articles SC-5.04 and SC-5.06, A.
- 3.10 Complete and provide a signed copy of Anti-kickback Affidavit
- 3.11 Complete and provide a signed copy of Certification and Eligibility of Contractor
- 3.12 Complete and provide a signed copy of Certification of Non-segregated Facilities
- 3.13 Complete and provide a Workforce Projection Form

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify ENGINEER of conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the SUPPLEMENTARY CONDITIONS.

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.02 of the GENERAL CONDITIONS.

4.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or

otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

4.7 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 and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

5.3 Addenda may also be issued to modify the bidding procurements as required by permitting from South Florida Water Management District, PBC Engineering Public Works, and the Village of Palm Springs.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified, cashier's or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the GENERAL CONDITIONS.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom is the next lowest responsive

bidder shall be selected by OWNER to receive the award, may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in Section 00310 - Bid Form and Section 00500 -Agreement.

8. LIQUIDATED DAMAGES AND INDEMNIFICATION

8.1 Provisions for liquidated damages, if any, are set forth in Section 00500 - Agreement.

8.2 All bidders must comply with the indemnification requirements of paragraph 6.20 of the GENERAL CONDITIONS, Section 00705.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be

furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05 of the GENERAL CONDITIONS and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1 Each Bid must identify the names and addresses of Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment listed in Section 00310 -Bid Form. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does

not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of each acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the GENERAL CONDITIONS.

10.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents.

11.2 All blanks on the Bid Forms must be completed in ink or typewritten. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

11.8 Project bid item entries

11.8.1 Where applicable, Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if OWNER selects the alternate. Alternate bids shall include such amounts as the Bidder deems proper for overhead and profit.

11.8.2 Where applicable, unit price bids must be priced on a unit price basis for the bid item described in the Specifications as provided for in the Bid Form. Unit prices shall include such amounts as the Bidder deems proper for overhead and profit.

11.8.3 Where applicable, the miscellaneous allowance bid prices shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.02.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a

separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof.

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

12.3 The following Sections of the Contract Documents and other information shall be submitted with the Bid:

Section 00300	Bid Submission Checklist
Section 00310	Bid Form
Section 00315	Bidder Qualifications Questionnaire
Section 00320	Electronic File(s) Disclaimer
Section 00410	Bid Bond
Section 00415	Public Entity Crimes
Section 00420	Drug-Free Workplace
Section 00425	Non-Collusive Affidavit

Insurance Certificates

Certification of Non-segregated Facilities

Certification of Eligibility of General Contractor

Anti-Kickback Affidavit

12.4 Submit one (1) original and two (2) copies of all required bid documents. Original shall be clearly marked "Original".

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may 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 opening of Bids.

13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly. A tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1 All bids will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

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

16. AWARD OF CONTRACT

16.1 OWNER reserves the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. 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.

16.2 The bid to be awarded to the lowest, responsible bidder. If the first lowest responsive, responsible bid is found to be unacceptable (non-responsive, non-responsible) then the second lowest responsive, responsible bidder is to be evaluated. Contracts are awarded by the VILLAGE to the lowest responsive and responsible bidder whose bid represents the most advantageous bid to the VILLAGE, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards hereinafter set out. In the event of a Court challenge to an award by any

bidder, damages, if any, resulting from an improper award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder and the VILLAGE is satisfied that the best responsible Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

16.3 Criteria to be utilized by OWNER for evaluating and determining the lowest, responsible and responsive Bidder includes, but is not limited to, the following:

16.3.1 Ability of Bidder to meet published project specifications.

16.3.2 Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgement of the Bidder, the quality of performance of Bidder under previous contracts, the subcontractors and other persons providing labor or materials to Bidder.

16.3.3 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.

16.3.4 Whether Bidder can provide the equipment promptly or within the time specified, without delay or interference.

16.3.5 Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the Contract or service.

16.3.6 Local preference does not apply.

17. CONTRACT SECURITY

17.1 Paragraph 5.01 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth OWNER's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

18. SIGNING OF AGREEMENT

18.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) calendar days thereafter OWNER shall deliver one fully signed counterparts to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. SALES AND USE TAXES

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

20. PREBID CONFERENCE

20.1 A prebid conference will be held at 2:00 P.M. on the 11th day February 2020 at the Village of Palm Springs Council Chambers located at 226 Cypress Lane, Palm Springs,

Florida. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are not required to attend and participate in the conference. VILLAGE/ENGINEER will transmit to all prospective bidders of record such Addenda as VILLAGE/ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. QUESTIONS

21.1 Questions shall be submitted in writing to:

Ms. Kimberly Wynn, Village Clerk

Village of Palm Springs

226 Cypress Lane

Palm Springs, FL 33461

(561)434-5084; (561)304-4602 (Fax)

Email: kwynn@vpsfl.org

22. MISCELLANEOUS INFORMATION

22.1 VILLAGE Code of Ordinances Provisions

22.1.1 *Public Entity Crimes Act.* In accordance with the Public Entity Crimes Act contained in F.S. ' 287.133, and the VILLAGE requires that vendors supplying goods or services in the amount of \$25,000.00 or more must acknowledge receipt of information about the law, and compliance with the statutory provisions. A public entity crime is a

violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

22.1.2 *Drug-Free Workplace.* The VILLAGE is a drug free work place and has adopted a substance abuse policy in accordance with and pursuant to F.S. ' 440.102. In order to maintain a drug free work place the VILLAGE requires that bidders furnishing services on site at VILLAGE facilities abide by the policy, and provide certification that the bidder and each subcontractor used by the bidder, on site, has implemented a drug free work place program in compliance with F.S. ' 287.087.

22.1.3 *Nondiscrimination.* The VILLAGE is an equal opportunity employer, and it is the VILLAGE's policy to provide equal opportunity to all vendors consistent with the laws of the state. The VILLAGE intends to prohibit illegal discrimination against any person or business in pursuit of these opportunities based on race, color, national origin, religion, sex, age, or disability.

22.1.4 *Cone of Silence.* In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement cone of silence will be in effect as of the deadline to submit a response to this Invitation to Bid. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

23. ELECTRONIC PROJECT DOCUMENTS

- 23.1 Upon request, electronic files will be issued by ENGINEER.
- 23.2 CONTRACTOR must sign and provide Section 00320 - Electronic File(s) Disclaimer with Bid.
- 23.3 All electronic project documents will be issued in Adobe .pdf format.
- 23.4 When printing electronic drawing files, page scaling shall be set to ANone@.
- 23.5 CONTRACTOR shall be solely responsible for confirming document sets are complete and documents are printed to correct scales.

END OF SECTION

SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name:

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00300 - Bid Submission Checklist.
2. ___ Completed Section 00310 - Bid Form.
3. ___ Completed Section 00315 – Bidder’s Qualifications Questionnaire and applicable
attachments.
4. ___ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ___ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ___ Completed Section 00415 - Public Entity Crimes.
7. ___ Completed Section 00420 - Drug-Free Workplace.
8. ___ Completed Section 00425 - Non-Collusive Affidavit
9. ___ Provide requested bidder qualification information per Section 00100 -
Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ___ Current insurance certificate showing that bidder can meet the insurance
requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and
SC-5.06, A.

11. ___ Signed copy of all Addenda.
12. ___ PBC Requirements for Federally Funded Projects, Part 1
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked AOriginal@.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$
Alternate A TOTAL Sub-Phase I	\$
Alternate B TOTAL Sub-Phase I	\$

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$
Alternate A TOTAL Sub-Phase IIa	\$

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$
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Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1		
2	Project Management/ Superintendent	LS	1		
3	Permits	LS	1		
4	Site Mobilization/ Demobilization	LS	1		
5	Maintenance of Traffic	LS	1		
6	Erosion Control	LS	1		
7	Indemnification	LS	1		
8	Unforeseen Condition Allowance	LS	1		
9	A-Built Survey/ Record Drawings	LS	1		
Demolition					
10	Removal of Existing Trees	EA	26		
11	Removal of Existing Sidewalk	SY	255		
12	Removal of Existing Asphalt	SY	118		
13	Removal of Existing Chain Link Fence	LF	75		
Site Preparation					
14	Clearing and Grubbing	LS	1		
15	Root Pruning and Tree Relocation	EA	1		
16	Protection of Existing Trees to Remain	EA	9		
17	Grading	LS	1		
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971		
19	6" Concrete Sidewalk	SY	185		
20	AGT Ultra Grade Glow Aggregate	SF	5,467		
21	Top-Cast Concrete Surface Retarder	SF	5,467		
22	Concrete Paver Crosswalk	SF	1,693		
23	Custom Concrete Stamp	EA	1		
24	Concrete Stamping	SF	78		
25	White Aluminum Fence	LF	75		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1		
27	Harmonizing Existing Grades and Conditions Allowance	LS	1		
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2		
29	4' Rolled Form Perforated Bench	EA	2		
30	Water Fountain with Pet Station	EA	1		
31	Water Service Connection	EA	1		
32	Meter Box	EA	1		
33	Dual Garbage Can	EA	1		
34	Village Center/ Athletic Complex Welcome Sign	EA	1		
35	Trailhead Signage	EA	1		
36	Park Directional Signage	EA	2		
Landscape					
37	Live Oak	EA	7		
38	Silver Buttonwood	EA	21		
39	Sabal Palm	EA	20		
40	Crepe Myrtle	EA	6		
41	Bougainvillea	EA	1		
42	Birds of Paradise	EA	6		
43	Foxtail Fern	EA	12		
44	Root Barrier	LF	470		
45	Bahia Sod	SF	24,035		
46	Top Soil	LS	1		
47	Mulch	LS	1		
48	Irrigation	LS	1		
Lighting					
49	Welcome Center Sign Flood Light	EA	1		
50	Light Pole and Fixture	EA	1		
51	Conduit	LS	1		
52	Wiring	LS	1		
Contingency					
53	Contingency	LS	1		\$35,000
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0		
19A	6" Concrete Sidewalk	SY	1156		
Total of All Unit Price Bid Items Alternate A					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = \$ _____
Total Bid Price Alternate A

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1		
Total of All Unit Price Bid Items Alternate B					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B

\$

ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$
Alternate A Sub-Phase IIa	\$

Unit Price Submittal for Sub-Phase IIa

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1		
2	Project Management/ Superintendent	LS	1		
3	Permits	LS	1		
4	Site Mobilization/ Demobilization	LS	1		
5	Maintenance of Traffic	LS	1		
6	Erosion Control	LS	1		
7	Indemnification	LS	1		
8	Unforeseen Condition Allowance	LS	1		
9	A-Built Survey/ Record Drawings	LS	1		
Demolition					
10	Removal of Existing Sidewalk	SY	2,418		
11	Removal of Existing Asphalt	SY	254		
Site Preparation					
12	Clearing and Grubbing	LS	1		
13	Root Pruning and Tree Relocation	EA	2		
14	Protection of Existing Trees to Remain	EA	64		
15	Grading	LS	1		
16	Relocation of Fire Hydrant	EA	1		
Hardscape, Paving, and Grading					
17	4" Concrete Sidewalk	SY	4,043		
18	6" Concrete Sidewalk	SY	808		
19	AGT Ultra Grade Glow Aggregate	SF	1,000		
20	Top-Cast Concrete Surface Retarder	SF	1,000		
21	Concrete Paver Crosswalk	SF	5,778		
22	Custom Concrete Stamp	EA	1		
23	12" White Thermoplastic Painted Crosswalk	EA	2		
24	Concrete Stamping	SF	117		
25	ADA Detectable Warnings	LS	1		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Harmonizing Existing Grades and Conditions Allowance	LS	1		
Site Amenities					
27	Trailhead Signage	EA	1		
28	Park Directional Signage	EA	3		
Landscape					
29	Silver Buttonwood	EA	2		
30	Giant Silver Bromeliad	EA	2		
31	Green Island Ficus	EA	11		
32	Dwarf Firebush	EA	147		
33	Maui Yellow Ixora	EA	11		
34	Bahia Sod	SF	26,925		
35	Top Soil	LS	1		
36	Mulch	LS	1		
37	Irrigation	LS	1		
Contingency					
38	Contingency	LS	1		\$30,000
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
17A	4" Concrete Sidewalk	SY	0		
18A	6" Concrete Sidewalk	SY	4,851		
Total of All Unit Price Bid Items Alternate A					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A

\$

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
_____ Years
2. General Contractor's License Number (attach copy): _____.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida.
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: _____

Owner Contact: _____ Ph: _____

Engineer Contact: _____ Ph: _____

Contract Time: _____ days Bid Value: _____

Final Contract Amount: _____ Completion Date: _____

5. Have you ever failed to complete work awarded to you? If so, where and why.

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

9. What equipment will you purchase for completing the proposed work:

10. What equipment will you rent for completing proposed work:

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

b. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

c. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

d. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

e. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

f. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows:

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to **Pathway Park Construction Sub-Phase I and Sub-Phase II** subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

CONTRACTOR's Company Name

Signature of Authorized Agent of CONTRACTOR Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and CONTRACTOR, and _____

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Sub-Phase I and Sub-Phase II

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____, as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ under its corporate seal, this ____ day of _____ A.D., 20__.

Signed, sealed and delivered in
the presence of:

Principal-CONTRACTOR

By: _____

Title: _____

As to Principal

Surety

By: _____

Attorney-in-Fact (Power-of-Attorney to be attached)

By: _____

Resident Agent

END OF SECTION

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name _____

Signature _____

Name & Title _____

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the _____
(INDIVIDUAL'S NAME)

of _____
(TITLE/POSITION WITH COMPANY/VENDOR)

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE _____

DATE _____

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of _____)

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

END OF SECTION

SECTION 00610

PUBLIC CONSTRUCTION BOND

(Performance Bond)

BY THIS BOND, We, _____, as PRINCIPAL, and
_____, a corporation, as SURETY, are bound to the Village of
Palm Springs, Florida, a municipal corporation, herein called OWNER, in the sum of
\$_____ for payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Performs the contract dated _____, 20____, between PRINCIPAL and
OWNER for construction of the **Pathway Park Construction Sub-Phase I and Sub-Phase II**, the
contract being made a part of this bond by reference, at the times and in the manner prescribed in the
contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes,
supply PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the
prosecution of the work provided for in the contract; and
3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that OWNER sustains because of a default by PRINCIPAL under the contract, and;
4. Performs the guarantee of all work and materials furnished under the contract for the time
specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities
connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated on _____, 20____.

Principal-Contractor:

(Seal)

By: _____

(Principal)

Surety: _____

(Seal)

By: _____

As Attorney in Fact

(Power of Attorney to be attached)

By: _____

(Florida Resident Agent)

END OF SECTION

SECTION 00620

PAYMENT BOND

BY THIS BOND, We, _____, as PRINCIPAL, and
_____, a corporation, as SURETY, are bound to the Village of
Palm Springs, Florida, a municipal corporation, herein called OWNER, in the sum of
\$ _____ for the payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material and supplies used directly or
indirectly by PRINCIPAL in the prosecution of the work provided in the contract dated
_____, 20____, between PRINCIPAL and OWNER for construction of the **Pathway
Park Construction Sub-Phase I and Sub-Phase II**. The contract being made a part of this bond by
reference; and

2. Pays OWNER all loss, damage, expenses, costs, and attorney's fees, including appellate
proceedings, that OWNER sustains because of default and/or delay by PRINCIPAL under paragraph 1.,
of this bond; then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities
connected with the contract or with the changes do not affect SURETY's obligation under this bond.

DATED on _____, 20____.

Principal-Contractor:

(Seal)

By: _____

(Principal)

Surety: _____

(Seal)

By: _____

As Attorney in Fact

(Power of Attorney to be Attached)

By: _____

(Florida Resident Agent)

END OF SECTION

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and _____, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at _____.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid 2020B-002 to construct Park Connector Pathway Sub-Phase I and Sub-Phase II (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and,

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. AGREEMENT TERM

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2. Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, attached hereto and incorporated herein as Exhibit "A".

1.3 **Liquidated Damages. Liquidated Damages shall be assessed in accordance with the provision set forth in the ITB.**

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the construction of a fitness park as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and

procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB **the CDBG Agreement with Palm Beach County** and this Agreement and within the time frame set forth in the ITB.

2.6 The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the VILLAGE, dated November 19, 2019 (as may be amended), which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The CONTRACTOR shall abide by all requirements and obligations imposed on the VILLAGE or the VILLAGE's subcontractor (or as otherwise identified) under the Grant Agreement (a copy of which is attached hereto as **Exhibit "C"**). If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the VILLAGE and CONTRACTOR to be extended.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the construction of a fitness park for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed \$_____.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant to the **Community Development Block Grant Agreement** and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) **takes action, short of declaring bankruptcy, evidencing insolvency;**
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
- (b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

8.2 TERMINATION BY THE VILLAGE FOR CONVENIENCE

The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

- (a) cease operations as directed by the VILLAGE in the notice;
- (b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused

by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein, the underlying Community Development Block Grant (CDBG) Agreement that funds a portion of the project, as may be amended and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between the documents, the CDBG Agreement, this Agreement and the ITB, shall prevail in that order. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

17.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to

complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties should sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach

County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE 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 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY

MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

32. INFRINGEMENT INDEMNITY

32.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- a. In the event of a claim of infringement, the CONTRACTOR shall, at its option:
 1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.
- b. The CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:
 1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the CONTRACTOR;and,
 3. the alleged infringement or misappropriation relates to such modification or combination.
- c. The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.
- d. The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract

Documents.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

39. DISCRIMINATION

39.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an

applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

39. CONSTRUCTION DEFECTS.

39.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

40. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

41. PUBLIC CONSTRUCTION BOND

If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

42. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

42.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

42.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

43.3 CONTRACTOR agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract.

44.4 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of a fitness park on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: _____

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, as _____ (title), of _____, a limited liability corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

SECTION 00705

GENERAL CONDITIONS

These GENERAL CONDITIONS contain contractual-legal Articles which establish the requirements and conditions governing responsibility, policy, and procedures which apply during the construction and warranty period. This part of the Contract Documents is preprinted (EJCDC Document No. 1910-8, 1996 edition). Any modifications to the following Articles that are specific to the project under consideration will be made in the SUPPLEMENTARY CONDITIONS. Requirements and conditions that have special significance to the Contract for the contemplated work on this project are as set forth in the remaining sections of these Contract Documents.

ARTICLE I - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural hereof. (SEE SUPPLEMENTARY CONDITIONS)

1. Addenda -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. Agreement -- The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
3. Application for Payment -- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. Asbestos -- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. Bid -- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. Bidding Documents -- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
7. Bidding Requirements -- The Advertisement or Invitation to Bid, instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
8. Bonds -- Performance and payment bonds and other instruments of security.
9. Change Order-A document recommended by ENGINEER which is signed

by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim -- A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Contract -- The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. Contract Documents -- The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. Contract Price -- The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. Contract Times -- The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. CONTRACTOR -- The individual or entity with whom OWNER has entered into the Agreement.

16. Cost of the Work -- See paragraph 11.01.A for definition.

17. Drawings -- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. Effective Date of the Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. ENGINEER -- The individual or entity named as such in the Agreement.

20. ENGINEER's Consultant -- An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or

consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. Field Order -- A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. General Requirements -- Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. Hazardous Environmental Condition -- The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. Hazardous Waste -- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. Laws and Regulations; Laws or Regulations -- Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. Liens -- Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. Notice of Award -- The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. Notice to Proceed -- A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. OWNER -- The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. Partial Utilization -- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. PCBs -- Polychlorinated biphenyls.

33. Petroleum -- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. Project Manual -- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. Resident Project Representative -- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. Site -- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. Specifications -- That part of the Contract Documents consisting of technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. Subcontractor -- An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. Substantial Completion -- The time at which the Work (or a specified part thereof has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. Supplementary Conditions -- That part of the Contract Documents which amends or supplements these General Conditions.

45. Supplier -- A manufacturer, fabricator, supplier distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. Underground Facilities -- All underground pipelines, conduits, ducts,

cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. Unit Price Work -- Work to be paid for on the basis of unit prices.

48. Work -- The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. Work Change Directive -- A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. Written Amendment -- A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," ~ suitable, ~ "acceptable," ~ "proper," ~ "satisfactory," ~ or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work

that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05~.

D. Furnish, install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish, "install," "perform, ~ or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents (SEE SUPPLEMENTARY CONDITIONS)

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly respond in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to respond any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. A preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Evidence of insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5. (SEE SUPPLEMENTARY CONDITIONS)

2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to Component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies (SEE SUPPLEMENTARY CONDITIONS)

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions (SEE SUPPLEMENTARY CONDITIONS)

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is

identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: if CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

1. Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. Is of such a nature as to require a change in the Contract Documents; or
3. Differs materially from that shown or indicated in the Contract Documents;

or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. ENGINEER's Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
- c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project. (SEE SUPPLEMENTARY CONDITIONS)

4.04 Underground Facilities

A. Shown or indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the contract Price, and CONTRACTOR shall have full responsibility for:
 - a. Reviewing and checking all such information and data,
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. Coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not shown or indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and

CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocation without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter contact such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such Claim of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated on the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entities own negligence. (SEE SUPPLEMENTARY CONDITIONS)

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entities own

negligence. (SEE SUPPLEMENTARY CONDITIONS)

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability insurance (SEE SUPPLEMENTARY CONDITIONS)

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any or all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered hereby; (SEE SUPPLEMENTARY CONDITIONS)
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER's Liability insurance (SEE SUPPLEMENTARY CONDITIONS)

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property insurance (SEE SUPPLEMENTARY CONDITIONS)

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the final replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location

that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. (SEE SUPPLEMENTARY CONDITIONS)

C. All the policies of insurance (and the certificates or other evidence thereof required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER. (SEE SUPPLEMENTARY CONDITIONS)

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against

any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the of officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued. (SEE SUPPLEMENTARY CONDITIONS)

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as

fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties. (SEE SUPPLEMENTARY CONDITIONS)

5.09 Acceptance of Bonds and insurance; Opinion to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly. (SEE SUPPLEMENTARY CONDITIONS)

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR's RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of

CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals "

A. Whenever an item of material or equipment is specified or described in the Contract

Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" items: if in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed

substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: if a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance

by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations. (SEE SUPPLEMENTARY CONDITIONS)

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities Identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. (SEE SUPPLEMENTARY CONDITIONS)

6.08 Permits (SEE SUPPLEMENTARY CONDITIONS)

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03. (SEE SUPPLEMENTARY CONDITIONS)

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount

or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. (SEE SUPPLEMENTARY CONDITIONS)

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work. (SEE SUPPLEMENTARY CONDITIONS)

B. Removal of Debris During Performance of the Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents (SEE SUPPLEMENTARY CONDITIONS)

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributed, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The number of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review (SEE SUPPLEMENTARY CONDITIONS)

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. (SEE SUPPLEMENTARY CONDITIONS.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D. 1.

F. Resubmittal Procedures (SEE SUPPLEMENTARY CONDITIONS)

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification (SEE SUPPLEMENTARY CONDITIONS)

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys' and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself, including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in

paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several plans come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative (SEE SUPPLEMENTARY CONDITIONS)

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work (SEE SUPPLEMENTARY CONDITIONS)

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes (SEE SUPPLEMENTARY CONDITIONS)

A. Notice: Written notice stating the general nature of each Claim, dispute, or other manner shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other manner with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other manner). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). (SEE SUPPLEMENTARY CONDITIONS)

B. ENGINEER's Decision: ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other manner will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily

incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and

cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in

paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the contract Price shall be correspondingly adjusted.

11.03 Unit Price Work (SEE SUPPLEMENTARY CONDITIONS)

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price

Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2,

on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an Adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an Adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract

Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or in actions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their

observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall

uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05. (SEE SUPPLEMENTARY CONDITIONS)

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). (SEE SUPPLEMENTARY CONDITIONS)

13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would

cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. (SEE SUPPLEMENTARY CONDITIONS)

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and Replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER. (SEE SUPPLEMENTARY CONDITIONS)

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR falls within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR falls to perform the Work in accordance with the Contract Documents, or if CONTRACTOR falls to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools,

appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work. (SEE SUPPLEMENTARY CONDITIONS)

D. CONTRACTOR shall not be allowed an extension of the contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application

shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or

equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR. (SEE SUPPLEMENTARY CONDITIONS)

D. Reduction in Payment

- 1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.
- 2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay

CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.I.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safe, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment. (SEE SUPPLEMENTARY CONDITIONS)

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 Final inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the

surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier falls to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If

the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. (SEE SUPPLEMENTARY CONDITIONS)

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days Written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and (SEE SUPPLEMENTARY CONDITIONS)
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has

failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required

by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

END OF SECTION

SECTION 00815

SUPPLEMENTARY CONDITIONS

These SUPPLEMENTARY CONDITIONS amend or supplement the Standard GENERAL CONDITIONS of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01.A

The terms in these SUPPLEMENTARY CONDITIONS which are defined in the Standard GENERAL CONDITIONS of the Construction Contract have the meanings assigned to them in the GENERAL CONDITIONS.

SC-2.02 Copies of Documents

Amend the first sentence of paragraph 2.02 of the GENERAL CONDITIONS to read as follows: "OWNER shall furnish CONTRACTOR three (3) sets of Contract Documents..." and as so amended paragraph 2.02 remains in effect.

SC-2.05.C

Amend paragraph 2.05, C, of the GENERAL CONDITIONS to: "Before any Work at the Site is started, CONTRACTOR shall deliver to the OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which the OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5" and so amended paragraph 2.05, C, remains in effect.

SC-3.03.B

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Contract.

2. Supplementary Conditions.
3. Instructions to Bidders.
4. General Conditions.
5. Specifications.
6. Drawings.

Figure dimensions on Drawings shall take precedence over scale dimensions and detailed drawings shall take precedence over general drawings.

SC-4.02 Physical Conditions

In the preparation of the Drawings and Specifications, ENGINEER has relied upon:

4.02.A.1 None available.

SC-4.03.C.3

Delete from paragraph 4.03.C.3 "...or arbitration or other dispute resolution...", as so amended paragraph 4.03.C.3 remains in effect.

SC-4.06.G

Delete paragraph 4.06.G of the GENERAL CONDITIONS in its entirety.

SC-4.06.H

Delete paragraph 4.06.H "...Arbitration or other dispute resolution costs...", as so amended paragraph 4.06.H remains in effect.

SC-5.04

Provide insurance as required in paragraph 5.04 of the GENERAL CONDITIONS under the conditions and in the amounts that follow:

Insurance

The CONTRACTOR shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the Village Manager.

The following insurance coverage shall be required:

A. Worker's Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

1. Naming the OWNER and ENGINEER each as an additional insured in connection with the Work being done under this contract.

2. Such public liability insurance shall include the following checked (X) types of insurance and indicated minimum policy limits.

<u>TYPES OF INSURANCE</u>		<u>OCCURRENCE</u>	<u>LIMITS OF LIABILITY</u>	
			<u>EACH</u>	<u>AGGREGATE</u>
GENERAL LIABILITY				
<u>X</u>	Comprehensive Form			
<u>X</u>	Premises – Operation	<u>Bodily Injury</u>	<u>\$100,000</u>	<u>\$ 300,000</u>
<u>X</u>	Explosion & Collapse Hazard			
<u>X</u>	Underground Hazard	<u>Property Damage</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
<u>X</u>	Products/Completed			

	Operations Hazard	Bodily Injury and		
<u>X</u>	Contractual Insurance	Property Damage		
<u>X</u>	Broad Form Property Damage	<u>Combined</u>	<u>\$ 300,000</u>	<u>\$300,000</u>
<u>X</u>	Independent Contractors			
<u>X</u>	Personal Injury	<u>Personal Injury</u>	<u>\$ 100,000</u>	<u>\$300,000</u>

AUTOMOBILE LIABILITY

Bodily Injury
(Each Person) \$100,000

		Bodily Injury		
<u>X</u>	Comprehensive Form	(Each Accident)	<u>\$300,000</u>	<u>\$300,00</u>
<u>X</u>	Owned	<u>Property Damage</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
<u>X</u>	Hired			
<u>X</u>	Non-Owned	Bodily Injury and		
	Property Damage			
		<u>Combined</u>	<u>\$300,000</u>	<u>\$300,000</u>

EXCESS LIABILITY

		Bodily Injury and		
<u>X</u>	Umbrella Form	Property Damage		
<u> </u>	Other Than Umbrella Form	<u>Combined</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>

The Certification or Proof of Insurance must contain a provision for notification to the OWNER thirty days (30) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the OWNER the Certification or Proof of Insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above required coverages should be directed to the Village Manager, (561)965-4010.

SC-5.04.B.1 Add the following paragraph:

"The OWNER and ENGINEER, their officers, agents, subconsultants, and employees shall be named as additional insureds on the CONTRACTOR's and subcontractor's general liability policy for any claims arising out of work performed under this contract."

SC-5.05

Delete paragraph 5.05., OWNER'S LIABILITY INSURANCE, of the GENERAL CONDITIONS in its entirety.

SC-5.06.A

Change, "...OWNER shall purchase and maintain..." To "...CONTRACTOR shall purchase and maintain..." and as so amended paragraph 5.06.A remains in effect.

SC-5.06, A, 1 through 7

TYPE OF INSURANCE

PROPERTY INSURANCE

___ CONTRACTOR shall provide Builder's Risk per General Conditions, Article 5.06, A, paragraphs 1 through 7. (**CONTRACTOR shall provide if blank is checked (X).**)

Deductibles: All Peril Deductible: \$5,000.00
 Windstorm Deductible: 5%

5.06.B

Delete paragraph 5.06.B of the GENERAL CONDITIONS in its entirety.

5.06.E

Delete paragraph 5.06.E of the GENERAL CONDITIONS in its entirety.

SC-5.07.A

Delete paragraph 5.07.A of the GENERAL CONDITIONS in its entirety.

SC-5.08.A

Delete "...and, if required in writing by any party in interest, OWNER as Fiduciary shall give bond for the proper performance of such duties.", and as so amended paragraph 5.08.A remains in effect.

SC-5.09.A

Delete from paragraph 5.09.A of the GENERAL CONDITIONS any reference to the OWNER'S purchase of insurance and as so amended paragraph 5.09.A remains in effect.

SC-6.06.C

Add the following at the end of paragraph 6.06.C of the GENERAL CONDITIONS:

"OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amount paid to CONTRACTOR in accordance with CONTRACTOR'S Applications for Payment."

And as so amended paragraph 6.06.C remains in effect.

SC-6.07.A

Delete "...or arbitration or other dispute resolution costs...", and as so amended paragraph 6.07.A remains in effect.

SC-6.08.A

Add the following paragraphs immediately after paragraph 6.08.A of the GENERAL CONDITIONS which reads as follows:

The OWNER has obtained permits for the design or construction of these facilities from the following agencies:

Refer to Section 01010-Summary of Work.

Pursuant to Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must obtain and pay prior to or during this project are as follows:

Refer to Section 01010-Summary of Work.

SC-6.09.B

Delete "... arbitration or other dispute resolution costs...", and as so amended paragraph 6.09.B remains in effect.

SC-6.11.A.2

Delete "...arbitration or other dispute resolution proceeding ...", as so amended paragraph 6.11.A.2 remains in effect.

SC-6.11.A.3

Delete "...or arbitration or other dispute resolution ...", and as so amended paragraph 6.11.A.3 remains in effect.

SC-6.12

Add a paragraph immediately after paragraph 6.12 of the General Conditions which is to read as follows:

6.12.B. Should the CONTRACTOR fail to submit record drawings in accordance with these specifications the first time, the drawings will be returned to the CONTRACTOR

and the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order.

SC-6.17.E.1

Amend the first sentence of paragraph 6.17.E.1 of the GENERAL CONDITIONS to read as follows: "ENGINEER will review and return within 20 days Shop Drawings and Samples,..."

And as so amended paragraph 6.17.E.1 remains in effect.

Add a paragraph immediately after paragraph 6.17.F.1 of the GENERAL CONDITIONS which is to read as follows:

SC-6.17.F.2

Add a paragraph immediately after paragraph 6.17.F.1 which is to read as follows:

Should the CONTRACTOR fail to submit shop drawings in accordance with these specifications on the second submittal, the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order.

SC-6.20.A

Delete paragraph 6.20 in its entirety and replace with:

The CONTRACTOR shall indemnify and hold harmless the OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, and persons employed or utilized by the CONTRACTOR in the performance of the contract.

SC-9.03

Responsibilities of the Owner's project site representative shall be as defined during the preconstruction meeting.

SC-9.08.A

Delete paragraph 9.08.A of the GENERAL CONDITIONS in its entirety and insert the following in its place:

9.08.A ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

SC-10.05.A

Amend the second sentence of paragraph 10.05.A of the GENERAL CONDITIONS to read as follows:

"...(but in no event later than 7 days)..."

Amend the fourth sentence of paragraph 10.05.A of the GENERAL CONDITIONS to read as follows:

"... within 14 days after..."

and as so amended paragraph 10.05.A remains in effect.

SC-11.03.C

Paragraph 11.03.C of the GENERAL CONDITIONS is hereby deleted in its entirety and the following is substituted in its place:

"C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1 if the total cost of a particular item of Unit Price Work amounts to 20% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 50% from the estimated quantity of such item indicated in the Agreement; and

11.03.C.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3 if CONTRACTOR believes that CONTRACTOR has additional incurred expenses as a result thereof; or

11.03.C.4 if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10.05 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.04.B

Delete "... or arbitration or other dispute resolution ...", in lines 8 and 9 and as so amended paragraph 13.04.B remains in effect.

SC-13.06.A

Delete "...or arbitration or other dispute resolution ...", in lines 6 and 7, and as so amended paragraph-13.06.A remains in effect.

SC-13.07.A

Delete "... or arbitration or other dispute resolution ...", in lines 19 and 20, and as so amended paragraph 13.07.A remains in effect.

SC-13.08.A

Delete "...or arbitration or other dispute resolution ...", in line 6 and as so amended paragraph 13.08.A remains in effect.

SC-13.09.C

Delete "...or arbitration or other dispute resolution ...", in line 3 and as so amended paragraph 13.09.C remains in effect.

SC-14.02.C.1

Change paragraph 1 to read as follows, "After presentation of the Application for Payment to the OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due, will be paid by OWNER to CONTRACTOR within thirty (30) days", and as so amended paragraph 14.02.C.1 remains in effect.

SC-14.04.A

Add the following sentence at the end of paragraph 14.04.A: "ENGINEER will give the OWNER and CONTRACTOR written notice of this provision and the time for a response.", and as so amended 14.04.A remains in effect.

SC-15.02.B

Delete "...or arbitration or other dispute resolution ...", in line 14 and as so amended paragraph 15.02.B remains in effect.

SC-15.03.A.3

Delete "...arbitration or other dispute resolution ...", in line 3 and as so amended paragraph 15.03.A.3 remains in effect.

END OF SECTION

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish all labor, superintendence, quality control, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary and proper for performing and completing the Work. CONTRACTOR shall perform and complete the Work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work, maintain it during construction, and pay all costs incidental thereto. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
- B. The cost of incidental Work described in these General Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.
- C. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of workmanship, materials and equipment, prior approval of the ENGINEER notwithstanding.

1.02 MOBILIZATION

- A. Perform preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials.
- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made therefore in accordance with the following:

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percent of the Contract Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	100

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered in this paragraph will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

1.03 MAINTENANCE OF TRAFFIC

- A. Prepare and submit a Maintenance of Traffic Plan for review. A professional engineer licensed in the State of Florida or a person that has satisfactorily completed the American Traffic Safety Services Association "Florida Advanced Work Zone Traffic Control Course" shall prepare the plan.
- B. CONTRACTOR shall be responsible to maintain traffic control through the work area for the duration of construction. Provide traffic control devices that are on the Florida Department of Transportation's "Qualified Product List".

1.04 PROVISIONS FOR CONTROL OF POLLUTION

- A. Sufficient precautions shall be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State of Florida. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 29 nephelometric turbidity units (NTU) above background unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. Erosion evident within the limits of construction or other areas affected by the CONTRACTOR shall be the responsibility of the CONTRACTOR.
- B. Fill out a Notice of Intent form (FDEP Form 62-621.300(4)(b) and submit it to the Florida Department of Environmental Protection.

1.05 PROGRESS SCHEDULE

- A. Prepare a construction progress schedule covering all the Work involved in the Contract. This includes submittal and approval of Shop Drawings on critical items, fabrication and delivery of identifiable materials and equipment, specific items or Work in the scope, interfaces required with other contracts that may be part of an overall project, and specific dependencies upon acts or activities of parties not under the control of CONTRACTOR. Require progress schedule to be provided at pre-con and with each pay application.
- B. The Bar Graph Method or Critical Path Method are acceptable for scheduling construction activity.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit at least eight (8) copies of all required Shop Drawings, product data and samples for ENGINEER's review. Require electronic version of all Shop Drawings.
- B. Shop Drawings, product data, samples and transmittal letters pertaining thereto shall be identified with the title of the project, submission date, and the CONTRACTOR's acknowledgement that he has reviewed them and found them acceptable.
- C. Notify ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract Documents. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.

1.07 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by ENGINEER, if enclosed, are provided for CONTRACTOR's information and are not a part of the Contract Documents. There is no technical data in the boring logs, other reports or Drawings that should be relied on by the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION STAKING

- A. The baselines and benchmarks for primary control, necessary to establish lines and grades needed for construction are shown on the Drawings. These baselines and benchmarks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. CONTRACTOR shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or control points lost or damaged by construction activity will be re-established by CONTRACTOR at no additional expense to OWNER.
- B. Construction staking shall be performed by a professional surveyor and mapper licensed in the State of Florida.

3.02 PROTECTION/ADJUSTMENT OF UTILITIES

- A. Utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to

- serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the Work.
- B. CONTRACTOR shall protect all utility installations and structures from damage during Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the utility owner. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR. All existing public utilities damaged by the CONTRACTOR which are shown on the Drawings or have been located in the field by the utility owner shall be repaired by the CONTRACTOR.
 - C. Public utility installations or structures owned or controlled by the OWNER or other governmental body, which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be included in the prices bid for the various contract items. No separate payments shall be made therefore.
 - D. Where public utility installations or structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when in the opinion of the ENGINEER, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such Work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the CONTRACTOR, it will be in accordance with the General and Supplementary Conditions.
 - E. CONTRACTOR shall give written notice to OWNER and governmental utility departments and other owners of public utilities of the location of the proposed construction operations, at least seventy-two (72) hours in advance of breaking ground in any area or on any unit of the Work.
 - F. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the utility owner.

3.03 FIELD OBSERVATIONS AND TESTING

- A. Field observations will be performed by ENGINEER and all field testing of materials will be performed by an independent testing laboratory. The cost of passing tests will be paid by OWNER. Failing tests shall be paid by the CONTRACTOR.
- B. For tests specified to be made by the CONTRACTOR (for equipment/material prior to delivery to the project site), the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

- C. If, in the making of any test of any material, it is ascertained by the ENGINEER that the material does not comply with the Contract, the CONTRACTOR will be notified thereof and will be directed to refrain from delivering said material, or to remove it promptly from the site or from the Work and replace it with acceptable material, without additional cost to the OWNER.
- D. The CONTRACTOR shall be fully responsible for the proper operation of material during tests and construction periods and shall neither have nor make any claim for damage that may occur to material prior to the time when the OWNER formally takes over the operation thereof.
- E. CONTRACTOR is responsible for scheduling field testing.

3.04 SALVAGE MATERIAL

- A. All salvageable material and equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, shall remain the property of the OWNER and shall be turned over to him. All material and equipment not in salvageable condition as determined by the ENGINEER, shall be disposed of by the CONTRACTOR in a legal manner at the Contractor's expense. The actual storage site for salvageable material will be designated by the OWNER.

3.05 STARTING OF SYSTEMS

- A. Electrical equipment shall not be energized, or placed in service, nor shall mechanical equipment be operated by the CONTRACTOR until approved by the OWNER and ENGINEER. Such approval shall be granted only after all interested parties have been duly notified, have given approval for placing the equipment in service, and all interested parties are present or waived their right to be present. The CONTRACTOR shall notify the OWNER and ENGINEER as far in advance as possible of the dates that various items and equipment will be completed and ready for start-up.

3.06 CLEANING

- A. During construction of the Work, the CONTRACTOR shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- B. At the conclusion of the Work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away and CONTRACTOR shall remove and promptly dispose of all rubbish or any other foreign materials. The CONTRACTOR shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

END OF SECTION

SECTION 01005

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for miscellaneous provisions applicable to the Work.

1.02 RELATED SECTIONS

- A. Section 01090 – References
- B. Section 01310 – Construction Schedules
- C. Section 01340 – Shop Drawings, Working Drawings and Samples
- D. Section 01530 – Protection of Existing Property
- E. Section 01570 – Traffic Regulation
- F. Section 01720 – Project Record Documents
- G. Section 15010 – Testing Piping Systems
- H. Other Sections as applicable.

1.03 TERMINOLOGY

- A. Throughout the Contract Documents, the following definitions apply:
 - 1. Owner - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 - 2. Work - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. All work shall be done in a safe manner and in strict compliance with all requirements of the Federal Occupational Safety and Health Act (OSHA), The

Florida Trench Safety Act and all other State and local safety and health regulations.

- B. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibilities.
- C. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the protection of the public in accordance with Section 01570 – Traffic Regulation.

1.05 APPLICABLE CODES

- A. The Contractor shall comply with the applicable standards codes and specifications governing the Contract Documents whether local, County, State or Federal. The Contractor is obligated to notify the Owner and Engineer of any deficiency contained in the Contract Documents immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

1.06 APPLICABLE PERMITS AND LICENSES

- A. The Contractor shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all applicable permits and licenses, with the exception of Village permits obtained by the Contractor, are attached hereto and made a part of the Contract Documents.

1.07 PUBLIC BID DISCLOSURE ACT 218.80 FS

- A. All the local governmental entity permits or fees are to be disclosed, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other governmental agency,
- B. The dollar amount of all permits or fees which may be required by the local government as a part of this Contract are enumerated below:

Agency	Method	Amount
Palm Springs Building Department		Fees waived.

- C. All required permit fees that are not waived shall be paid for by the Contractor and reimbursed by payment through the Miscellaneous Work Allowance.

- D. Engineer shall furnish signed/sealed Drawings as necessary for permit submittals at the Contractor's request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of the Notice to Proceed, the Contractor shall arrange for a PreConstruction meeting. The meeting shall be held with a minimum of one weeks' notice and shall include the Engineer, the Owner and Representatives for all affected utility companies.

3.02 TEMPORARY UTILITIES

- A. The Contractor shall be responsible to arrange for and supply all temporary utilities including, but not limited to, water, sewer, and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.03 UNDERGROUND LOCATING SERVICE

- A. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.

3.04 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the Work occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel, and coordination efforts with plant operators for the filling of the lime softening units at the announcement of a hurricane warning.

3.05 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct; Contractor will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on

the part of Contractor or any Subcontractor to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

B. PROTECTION OF WORK AND MATERIAL

C. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.

D. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Owner and Engineer.

3.06 CONTRACTOR USE OF PREMISES

A. Contractor shall have limited use of the premises for construction operations, including limited use of the site. The Contractor's use of the premises is further limited to the Owner's right to perform construction operations with its own forces or to employ separate Contractors on portions of the project.

B. The Contractor shall be responsible for coordinating his daily activities in conjunction with any Contractors presently working within the vicinity of this project.

C. Confine operations to areas within rights-of-way and easements, or as identified on the plans.

D. Keep existing driveways and entrances serving the premises clear and available to the Owner, Residents and the Owner's employees at all times.

1. Do not use these areas for parking or storage of materials.

2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

3.07 ENVIRONMENTAL PROTECTION

A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

1. Adjustment of existing utilities

B. The Contractor shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.08 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the Work shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.09 DEMOLITION

- A. Limits of demolition which may be shown in the Contract Documents are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the Work.
- B. All sidewalks within the limits of construction which are not ADA compliant (crossslopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of 1/4" or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the Contractor shall replace those sections as directed by the Owner.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy, and work by others.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01025 – Measurement and Payment
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.

B. Contractors' use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

C. The Contractor shall maintain the operable status of the water treatment plant to include access to facilities and level of service.

1.05 LOCATION OF WORK

A. The work is located along the southern side of Alameda Drive, from Davis Road to the intersecting sidewalk approximately 1,400 feet east of Davis Road.

B. The work for sub-phase II is located along Davis Road from Alameda Drive south to Greenbriar Drive and then west to the site of Foxtail Palm Park.

southern side of Alameda Drive, from Davis Road to the intersecting sidewalk approximately 1,400 feet east of Davis Road. Proposed improvements include landscape and hardscape improvements, site amenities and pedestrian lighting.
located in Palm Springs, FL 33461

1.06 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. Obtain all necessary permits.
- B. Protect, relocate, and demolish existing trees per plans.
- C. Install perimeter construction fencing.
- D. Demolish existing sidewalks, asphalt, and chain link fence.
- E. Provide product submittals and samples to Village and Landscape Architect for approval.
- F. Grade the site and bury powerlines.
- G. Install sidewalks and crosswalks.
- H. Install benches.
- I. Install new fence.
- J. Install Water fountain and water service with meter box.
- K. Install proposed signage.
- L. Install landscape and irrigation.
- M. Install site and sign lighting.

1.07 WORK SEQUENCE

The following is an example of probable work sequence. Contractor to provide proposed work sequence for each phase as part of bid.

- A. Obtain all necessary permits and work authorizations
- B. Root prune tree to be relocated.
- C. Install construction fencing and erosion control.
- D. Relocate Tree
- D. Demolish existing site and trees per plans
- E. Bury existing electrical lines
- F. Install concrete sidewalks, crosswalks, electrical items, water fountain, water service, fence, site furnishings, irrigation system, sod, landscaping, and signs.
- G. Connect all utilities to place into service.
- H. Restore work area and demobilize.

1.08 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

B. Schedule the Work to accommodate this requirement.

1.09 WORK BY OTHERS

A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy, and work by others.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01025 – Measurement and Payment
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.

B. Contractors' use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

C. The Contractor shall maintain the operable status of the water treatment plant to include access to facilities and level of service.

1.05 LOCATION OF WORK

A. The work is located along the southern side of Alameda Drive, from Davis Road to the intersecting sidewalk approximately 1,400 feet east of Davis Road.

B. The work for sub-phase II is located along Davis Road from Alameda Drive south to Greenbriar Drive and then west to the site of Foxtail Palm Park.

southern side of Alameda Drive, from Davis Road to the intersecting sidewalk approximately 1,400 feet east of Davis Road. Proposed improvements include landscape and hardscape improvements, site amenities and pedestrian lighting.
located in Palm Springs, FL 33461

1.06 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. Obtain all necessary permits.
- B. Protect, relocate, and demolish existing trees per plans.
- C. Install perimeter construction fencing.
- D. Demolish existing sidewalks, asphalt, and chain link fence.
- E. Provide product submittals and samples to Village and Landscape Architect for approval.
- F. Grade the site.
- G. Install sidewalks and crosswalks.
- H. Install proposed signage.
- I. Install landscape and irrigation.

1.07 WORK SEQUENCE

The following is an example of probable work sequence. Contractor to provide proposed work sequence for each phase as part of bid.

- A. Obtain all necessary permits and work authorizations
- B. Root prune trees to be relocated.
- C. Install construction fencing and erosion control.
- D. Relocate Trees
- E. Relocate Fire Hydrant
- D. Demolish existing site and trees per plans
- F. Install concrete sidewalks, crosswalks, irrigation system, sod, landscaping, and signs.
- G. Connect all utilities to place into service.
- H. Restore work area and demobilize.

1.08 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- B. Schedule the Work to accommodate this requirement.

1.09 WORK BY OTHERS

A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspections, together with any and all other costs and expenses for performing and completing the work as shown on the Plans and specified herein. The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that their proposal for the project does reflect their total price for completing the work in its entirety.

PART 2 - MATERIAL (NOT USED)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein unless otherwise stated. A representative of the Contractor shall witness all field measurements.

Payment for all work completed under this Contract shall be in accordance with the provisions of the Contract and upon the basis of specific provisions of this Section of the Contract Documents. The bid items for furnishing and installing work under the Contract shall include full compensation for completing all activities not limited to selling, delivery, construction, testing, vandalism, or breakage.

PAYMENT ITEMS

Items are enumerated below as per the attached Base Bid.

ITEM 1 Mobilization:

For Mobilization the lump sum cost shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, permit fees, pay requisitions, meetings, coordination with government agencies, supplies and incidentals to the project site and for the establishment of temporary offices and to maintain services (mail, trash & etc.). The cost of bonds, insurance, survey layout, and clean up of site, shall also be included in this item.

ITEM 2 Maintenance of Traffic:

It shall be the Contractor's responsibility to provide all necessary permits and traffic devices to maintain traffic during construction. Traffic devices may be in the form of barricades, personnel, lights, signs, temporary rock roadways, etc.

All work shall be in accordance with all applicable Florida Department of Transportation specifications.

ITEM 2-5 10" C-900 PVC Sanitary Gravity Sewer:

~~The unit price per linear foot for 10" C-900 sanitary sewer shall be deemed full compensation for furnishing, installing and testing all as shown on the plans and in accordance with the specifications. The length of sanitary sewer to be paid shall be based on the measurement of the completed sanitary sewer, as constructed, along the horizontal projection of the centerline of the sanitary gravity sewer.~~

~~The unit price bid for the 10" PVC sanitary gravity sewer shall include pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding, compaction, support and protection of existing utilities and testing needed for a complete installation. Pipe which has not been properly laid, bedding, jointed and back filled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. This item shall include all work to restore the earth to planned or original dimensions as required from right-of-way to right-of-way.~~

ITEM 6-11 8" SDR-26 PVC Sanitary Gravity Sewer:

~~The unit price per linear foot for 8" SDR-26 PVC sanitary sewer shall be deemed full compensation for furnishing, installing and testing all as shown on the plans and in accordance with the specifications. The length of sanitary gravity sewer to be paid shall be based on the measurement of the completed gravity sewer, as constructed, along the horizontal projection of the centerline of the sanitary gravity sewer.~~

~~The unit price bid for the 8" PVC sanitary gravity sewer shall included pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding compaction, support and protection of existing utilities and testing needed for a complete installation. Pipe which has not been properly laid, bedding, jointed and back filled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. This item shall included all work to restore the earth to planed or original dimensions as required from right-of-way to right-of-way.~~

~~ITEM 12-16 — 4 Foot Diameter Manhole:~~

~~The unit price bid for each 4 foot diameter manhole shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specification. The number of manholes to be paid under this item shall be the number installed.~~

~~The unit price bid for the 4 foot diameter manholes shall include pavement removal and disposal, excavation and disposal of excess material, sheeting, dewatering manholes, compaction, support and protection of existing utilities, mechanical coring when necessary, connection of the sanitary sewer, construction of flow channels, setting cast iron rims and manhole covers to finished grade and all other items needed for a complete installation. Manholes which have not been properly set, back filled, compacted and satisfactorily completed, shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 17 — 5 Foot Diameter Inside Drop Manholes:~~

~~The unit price for each 5 foot diameter manhole shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specifications. The number of manholes to be paid under this item shall be the number installed.~~

~~The unit price bid for the 5 foot diameter manholes shall include pavement removal and disposal, removal and disposal of existing manholes, if necessary, excavation and disposal of excess material, sheeting, dewatering manholes, compaction, support and protection of existing utilities, mechanical coring pipe lines necessary for inside drops, and reconnection of existing lines when necessary, connection of the sanitary sewer, construction of flow channels, setting cast iron rims and manhole covers and all other items needed for a complete installation. Manholes which have not been properly set, back filled, compacted and satisfactorily completed, shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 18 — SCH 40 PVC Sewer Service and Clean-Out:~~

~~The unit price bid for each service shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specifications.~~

~~The unit price shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, electronic marker, connection to the sanitary sewer or manhole and all other items necessary for a complete installation. Services which have not been properly set, back filled, compacted and satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 19 — 4" C-900 PVC Force Main:~~

~~The unit price bid per linear foot for 4" C-900 PVC force main shall be deemed full compensation for furnishing, installing and testing all as shown on the plans. The length of force main to be paid shall be based on drawings, along the horizontal projections of the centerline of the pipeline. All measurements shall be taken to the nearest foot.~~

~~The unit price bid for the PVC force main shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, pipe bedding, compaction, support and protection of existing utilities, force thrust blocks, or other means~~

~~of restraint, plugs, couplings, locator cap, EMS markers over bends and valves, etc. and testing needed for a complete installation. Pipe which has not been properly laid, bedded, jointed and backfilled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 20 — Gravity Sewer Connection to Existing Manhole & Forming New Invert:~~

~~The unit price for each connection to existing manholes shall be deemed full compensation for furnishing, installing, and testing as shown on the plans and in accordance with the specifications.~~

~~The unit price for each connection shall include earth excavation, stone bedding, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, mechanically cored openings, formed inverts, support and protection of existing utilities, and all other items necessary for a complete installation. Connections which have not been properly set, backfilled, compacted and satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 21-22 — Force Main Connection to New or Existing Manhole:~~

~~The unit price bid for each connection to new or existing manhole shall be deemed full compensation for furnishing, installing, and testing as shown on the plans and in accordance with the specifications.~~

~~The unit price for each connection shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, mechanically cored openings, formed inverts, support and protection of existing utilities, and all other items necessary for a complete installation. Connections which have not been properly set, backfilled, compacted or satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. Pavement restoration for this connection shall be included under Item 20.~~

~~ITEM 23 — 6' Diameter Lift Stations:~~

~~Lift Station: Limits are shown on the drawings. Work shall include, but is not limited to, permit compliance, testing, clearing and grubbing, demolition, filling, excavation, dewatering, silt and traffic control, drive, concrete slabs, and paving, rock, wetwell, piping, pumps, fittings, valves, restraint, valve pit, doors, motor control center, breakers, transformer, enclosure, fixtures, service drop, conduits, cables, culverts, gravity and pressure connection, 8" SDR 26 PVC sanitary gravity sewer from common manhole to lift station, force main, coring, valves and appurtenances, coordination, access driveway, restoration and all work necessary to provide Owner with a complete operational lift station as shown and specified.~~

~~ITEM 24 A-D Restoration of Pavement, Driveways, Overlay and Lawn Areas:~~

~~24.A. 12" Compacted Subgrade: The unit price bid per square yard (SY) for compacted subgrade (12" thick) shall include all labor, material, and equipment required to construct and compact the subgrade as shown on the detail drawings. The unit price shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of subgrade material, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 120, **Village of Palm Springs** and Palm Beach County specifications.~~

24.B. 8" Limerock Base: The unit price bid per square yard (SY) for the base (8" thick) shall include all labor, material, and equipment required to construct the base as shown on the detail drawings. The unit price shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of base material, compaction, rolling, prime coat, sanding, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 120, **Village of Palm Springs** and Palm Beach County specifications.

24.C. 1-1/4" Asphaltic Concrete - S-III: The unit price bid per square yard (SY) for type S-III asphalt shall include all labor, material, and equipment required to place 1-1/4" layer as shown on the detail drawings. The unit price shall include all saw cutting, removal and disposal of existing paving where required, tack coating, fine grading, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 330, **Village of Palm Springs** and Palm Beach County specifications.

24.D. 1" Asphaltic Concrete Overlay - S-1: The unit price bid per square yard (SY) for type S-1 asphaltic concrete shall include all labor, material, and equipment required to place 1" layer as shown on the detail drawings. The unit price shall include all saw cutting, removal of existing paving where required, tack coating, fine grading, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 330, **Village of Palm Springs** and Palm Beach County specifications.

ITEM 25 Driveway Removal/Replacement:

The lump sum cost for driveway removal and replacement shall include all labor, material, and equipment required for the removal and replacement in kind of driveways as required for the construction of force mains, sewer mains, water lines, service connections or for any reason. The lump sum shall include removal and disposal of damaged driveway, excavation, disposal of excess materials, preparation and fine grading of subgrade, compaction, placement of wire reinforcement, placement of concrete asphalt, or other types of specialty driveways, curing and finishing per these specifications. All driveways damaged as a result of the contractor's operations shall be removed and replaced at his expense in accordance with these specifications. A minimum of 5 feet of existing driveway as measured along the centerline from sawcut to an existing transverse joint maybe left in place, and a minimum of 5 feet of any driveway damaged as a result of contractor's operations shall be replaced. If less than 5 feet of undamaged driveway remains between transverse straight sawcut and an existing traverse joint, Contractor shall remove and replace all driveway to the existing joint.

ITEM 26 Sodding:

The unit price bid per square yard (SY) for sod restoration shall include all labor, material, and equipment required to restore all grassy areas to the pre-existing condition or better, as directed by the Engineer. Any areas damaged by the contractor's operations and/or equipment outside the designated work area shall be restored at his expense.

The work area shall be measured along the horizontal projection of the centerline of the sanitary gravity sewer and force main to the edge of R.O.W. Areas between manholes which are not connected by sewers are to be restored at the Contractor's expense.

ITEM 27 Curb Replacement:

The lump sum cost for curb replacement shall include all labor, material, and equipment required to construct curbs where previously removed or damaged on account of the sewer main construction or where shown on the plans. The unit price shall include removal and disposal of damaged curb, excavation, preparation of subgrade compaction, placement of concrete, curing, and finishing per **Village of Palm Springs** and Palm Beach County specifications. Any other curb damaged as a result of the contractor's operations shall be repaired at his expense in accordance with the Florida Department of Transportation specifications.

ITEM 28 Striping Modification:

The lump sum cost for striping modification shall include all labor, material, and equipment required to construct and modify striping where previously removed or damaged on account of the construction or where shown on the plans. The unit price shall include modification of damaged striping per **Village of Palm Springs** and Palm Beach County specifications. Any other striping damaged as a result of the contractor's operations shall be repaired at his expense in accordance with the Florida Department of Transportation specifications.

~~ITEM 29 Asbestos Cement (AC) Water Line Replacement
(Materials Not Included):~~

- ~~A. The unit price bid per linear foot replacement of AC water line shall include labor and equipment necessary to remove existing AC pipe and replace with ductile iron pipe as specified on the plans. The unit price bid shall include pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding compaction, support and protection of existing utilities, testing, and installation of taps, fittings, concrete thrust blocks and valves as needed for complete installation per **Village of Palm Springs** specifications. This work shall be accomplished in all areas prior to the installation of sewers.~~
- ~~B. Materials will not be a pay item, the **Village of Palm Springs** will supply all the necessary materials needed for installation.~~

ITEM 30 Maintenance of Traffic:

It shall be the Contractor's responsibility to provide all necessary permits and traffic devices to maintain traffic during construction. Traffic devices may be in the form of barricades, personnel, lights, signs, temporary rock roadways, etc.

All work shall be in accordance with all applicable Florida Department of Transportation specifications.

ITEM 31 Video:

The contractor shall provide all necessary labor, material and equipment to video the entire project. The video shall include all driveways, landscaping areas, etc. for each side

of the street. The video shall extend from right-of-way to right-of-way and 10' beyond. See Technical Specifications for detailed description of taping requirements.

~~ITEM 32 Conflict Structures:~~

~~The unit price bid for this item shall include all labor, materials, and equipment to install conflict structures at all locations as shown on the Plans. The structures shall include on items to be provide a complete and finished project including, but not limited to, excavation, removal of material, concrete, piping and restoration.~~

~~ITEM 33 Culvert Pipe & Inlet Replacement:~~

~~If during the course of construction, the Contractor is required to remove any storm drain system or part thereof, this item shall include all items such as excavation, removal of material, concrete structure or piping, masonry work, installation of structure and its appurtenances, select backfill material, restoration to provide a complete and operational system. This system shall be in accordance with all applicable portions of these specifications.~~

~~ITEM 34 "AsBuilt":~~

~~The Contractor shall provide complete "As-Built" information to the Engineer. This information shall include horizontal & vertical dimensions on all structures, laterals, lines, clean outs, materials used and mechanical equipment.~~

~~ITEM 35 Additional Excavation (Unsuitable Material):~~

~~The unit price per cubic yard for the removal of Additional Excavation shall include labor, material, equipment, and any cost associated with the removal, disposal, and replacement of the unsuitable material. This item must have engineer's prior approval.~~

~~ITEM 36 Mailbox Adjustment:~~

~~The contractor shall provide all necessary labor, material and equipment to relocate each mailbox as shown on the plans and in accordance with the specifications.~~

~~ITEM 37 Suitable Fill:~~

~~The unit price per cubic yard for suitable material shall include labor, material, equipment, and any cost associated with the operation of spreading and compacting material. Suitable material including gravel bedding, as approved by the Engineer, maybe used in areas with soils unsuitable for bedding.~~

~~ITEM 38 Additional Gravel Bedding:~~

~~The unit price per cubic yard for gravel bedding shall include labor, material, equipment, and any cost associated with the operation of spreading and compacting material. Suitable material including gravel bedding, as approved by the Engineer, maybe used in areas with soils unsuitable for bedding.~~

~~ITEM 39 SCH PVC Force Main:~~

~~Furnish labor, materials & equipment to install all pipe including fittings, excavation, backfill, compaction, select material where required, landscaping, testing, and restore all disturbed area to their original condition.~~

~~Item 40 Jack & Bore (Molling) (L.P.S.S.):~~

~~Furnish all labor, equipment, and materials to bore driveways, and roads as required. Repair all damaged facilities including landscaping, sod, roadways and restoration to original condition.~~

~~ITEM 41 Connection to Existing Manhole or Force Main:~~

~~Provide all labor, materials and equipment to connect existing manholes and/or force mains. Repair all pavement surfaces to their original condition. Work shall include traffic control, the reconstruction of inverts, tapping, saddles, valves, fittings and testing.~~

~~ITEM 42 4' Diameter Lift Station No. 1:~~

~~Lift Station complete with electrical service by others: Limits are shown on the drawings. Work shall include, but is not limited to, cleanup, fine grading, sodding, access road, as shown on contract drawings. Contractor shall include connection to manhole from last manhole.~~

~~ITEM 43 3' Diameter Simplex Lift Station with Appurtenances:~~

~~The simplex station shall include the purchase and installation of wet well, internal piping, valves, fittings, valve box, grading, restoration, force main, and connection to service connection in right-of-way. The Contractor shall provide electrical power from external breaker provided by homeowner. The homeowner shall be responsible for installing sewer from house to simplex station. The Contractor shall meet with homeowner to determine the best location of simplex station.~~

END OF SECTION

SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Provide and pay for field Engineering and surveying services required for Project as follows:

1. Surveying work required for the lay-out and execution of Work.
2. Surveying work required to identify and maintain existing control points, bench marks, and property line corners.
3. Surveying work required to verify existing utility locations.
4. Surveying work as required to create Project Record Documents.
5. Civil, structural, or other professional Engineering services specified, or required to execute the Contractor's construction methods.
6. Testing, sampling, calibrating, and training services specified, or required to execute the Contractor's construction methods including soils, concrete, material, etc.

1.02 RELATED SECTIONS

- A. Section 01410 – Materials and Installation Testing
- B. Section 01720 – Project Record Documents
- C. Other Sections as applicable.

1.03 QUALIFICATIONS OF PROFESSIONAL

A. Florida Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.

B. Florida Registered Professional Engineer(s) of the specialty required for on the Project, acceptable to the Owner and the Engineer Insurance requirements

1. Professional Engineers specified, or required to execute the Contractor's construction methods shall carry the insurance as required by Section 00815 and shall remain in force for the duration of the project.
2. Additional Insured shall include Wantman Group, Inc. and the Village of Palm Springs.
3. Insurance shall be provided by an A.M. Best's "A" rating or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval.

1.04 SURVEY REFERENCE POI

A. Horizontal and vertical control points for the Project are to be established by the Engineer and provided to the Contractor. B. Locate and protect control points prior to starting work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points which may be lost or destroyed.

a. Establish replacements based on original survey control.

1.05 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two temporary bench marks on site, referenced to data by survey control points. 1. Record locations, with horizontal and vertical data, on Project Record Documents. B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means: 1. Site Improvements a. Line and grade of pipe and structure installation; top of pipe, invert, slope, etc. b. Grading for fill and topsoil placement, roadway sub-base and base installation. 2. Controlling lines and levels required for all trades. C. From time to time, verify layouts by same methods.

1.06 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses in accordance with Section 01720. 1.07 SUBMITTALS A. Submit name and address of Professional Surveyor and Mapper or Professional Engineer to the Engineer. B. On request of the Engineer, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents. D. Submit Project Record Documents in accordance with Section 01720. PART 2 - PRODUCTS (NOT USED) PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The Contractor shall:

1. Make physical arrangements for meetings.
2. Preside at meetings.
3. Record the meeting with an audio recording device.

B. Representatives of contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. The Contractor shall attend meetings to assure that work is executed consistent with Contract Documents and construction schedules.

1.02 RELATED SECTIONS

- A. Section 01310 – Construction Schedules.
- B. Section 01340 – Shop Drawings, Working Drawings, and Samples.
- C. Section 01720 – Project Record Documents. D. Other Sections as applicable.

1.03 PRECONSTRUCTION MEETING

A. Schedule a preconstruction meeting no later than 10 days after the Contract has been executed.

B. Location: A central site, convenient for all parties designated by the Owner.

C. Attendance:

1. Owner's Representative.
2. Engineer and his Professional Consultants.
3. Resident Project Representative.
4. Contractor's Superintendent.
5. Major Subcontractors.
6. Major Suppliers.
7. Utilities.
8. Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedule.
2. Critical work sequencing/critical path scheduling.
3. Major equipment deliveries and priorities.
4. Project Coordination. a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payments.
6. Adequacy of Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of Premises
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
9. Construction facilities, controls and construction aids.
10. Temporary Utilities.
11. Part 1- Federal Requirements, Forms and Instructions
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Certification of Eligibility of General Contractor
 - f. Workforce Projection
12. Part 2 – Davis Bacon and Related Acts

1.04 PROGRESS MEETINGS

A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work or as required by the Engineer or the Owner.

B. Hold called meetings as required by progress of the work.

C. Location of the meetings: Village of Palm Springs Public Service Department.

D. Attendance:

1. Engineer, and his professional consultants as needed.
2. Subcontractors as appropriate to the agenda.
3. Suppliers as appropriate to the agenda.
4. Others as appropriate.

E. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems and conflicts.
4. Problems which impede Construction Schedule.
5. Review of offsite fabrication, delivery schedule.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Review proposed changes for:
 - a. Effect on Construction Schedule and on a completion date.
 - b. Effect on other contracts of the Project.
14. Other business.
15. Construction schedule.
16. Critical/long lead items.

F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of work, etc.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 WORK INCLUDED

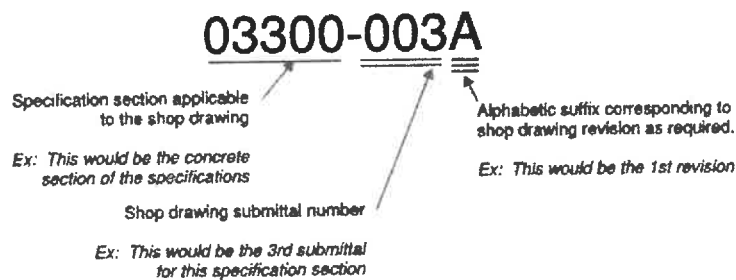
- A. Prepare and submit construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, and manufacturers' certificates, complete and in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 00705 - GENERAL CONDITIONS.
- B. Section 00815 - Supplementary Conditions.
- C. Section 01700 - Contract Closeout.
- D. Section 01720 - Project Record Documents.
- E. Individual Specification Sections: Additional specific requirements for submitted data.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with ENGINEER accepted form. Electronic submittals (via email) are preferred.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.



- C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

- D. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.
- E. Schedule submittals to expedite the Project, and deliver to ENGINEER at Wantman Group, Inc., 2035 Vista Parkway, West Palm Beach, Florida 33411 and allow 20 days for review. Electronic submittals shall be emailed to Wantman Group, Inc. project manager for review.
- F. If submittal documents/shop drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. Failure to describe such variations does not relieve the CONTRACTOR of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- G. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification title and number.
 - 7. Specification Section.
 - 8. Applicable Drawing Number.
- H. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- J. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for ENGINEER review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

- D. Submit computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the OWNER and under Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within 30 days after date established in the Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Submit the number of copies which CONTRACTOR requires, plus three copies, which will be retained by ENGINEER (maximum of eight).
- B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01720 - Project Record Documents.
- C. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, in addition to the definition in Section 00705 - GENERAL CONDITIONS, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

- E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address, telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- G. **Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.**

1.07 PRODUCT DATA

- A. Submit the number of copies which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER (with a maximum of eight).
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01720 - Project Record Documents.

1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in custom colors selected, textures, and patterns for ENGINEER's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; one of which will be retained by ENGINEER.
- E. Samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Accepted samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the accepted samples. Samples which failed testing or are not accepted will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the Contractors minimum responsibilities in meeting the quality requirements of the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01410 – Materials and Installation Testing
- C. Section 02200 – Earthwork
- D. Other Sections as applicable.

1.03 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Owner and the Engineer at the place of manufacture.
- B. The presence of the Owner and/or the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor.
- C. The Contractor shall advise the Owner and Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

1.04 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. The Owner and the Engineer reserve the right to use any generally accepted system of sampling and testing which will insure the quality of the workmanship is in full accord with the Contract Documents.
- C. Any waiver by the Owner or Engineer of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.
- D. The Owner and Engineer reserve the right to make independent investigations and tests at any time.
- E. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the Owner or Engineer to require the removal or correction and reconstruction of any such Work at the cost of the Contractor.

1.05 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work, and shall report in writing to the Owner and Engineer any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its cost.

1.06 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the Contractor of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the Owner or Engineer. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- B. The Contractor shall allow the Owner and Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work.

- C. The Contractor shall at all times furnish the Owner and the Engineer facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use.
- E. The Contractor shall furnish, at its own expense, all samples of materials required by the Owner or Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

1.07 RIGHT OF REJECTION

- A. The Owner and Engineer, shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. If the Owner or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 BUOYANCY

- A. The CONTRACTOR shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the Contractor to indicate such deviation—in writing—to the Engineer, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the Contractor has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the Contractor.

3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The Contractor shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the contractor shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the Owner.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precautions to be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's, or other polluting materials harmful to humans, fish, or other life.
- B. Inspections and maintenance of the controls to prevent the run-off of polluting substances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION AND SEDIMENT CONTROL MEASURES

- A. Excavation of water management facilities should occur immediately after clearing and grubbing to serve as a sediment trap or catchment for stormwater runoff from exposed soils.
- B. Construct perimeter berm or grade site to prevent off-site discharge of stormwater runoff.
- C. Place silt fences or hay bales to contain erosion in areas prone to stormwater runoff erosive velocities.
- D. Protect each inlet that may receive runoff from the construction site with silt fence/filter fabric staked in place.
- E. Install turbidity screens within the receiving body before commencement of bank improvements and outfall installations.
- F. Take all reasonable precautions to control dust and unconfined particulate matter. The application of water is an acceptable dust suppressant on roadways, stockpiles, and any other areas within the project boundaries. Dust suppressant water shall be applied in such a manner so as not to produce excess runoff and erosion.
- G. Turbidity in receiving water shall not be increased more than 29 nephelometric turbidity units (NTU) above background.

- H. Take precautions in the use of construction equipment to prevent operations which promote erosion.

3.02 OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES

- A. Fertilizers – Apply fertilizers only in the minimum amount recommended by the manufacturer. If stored onsite, provide covered storage. Transfer the contents of any partially used bags of fertilizer to a sealable container to avoid spills.
- B. Hazardous Waste – Dispose of in a manner specified by local or State regulations.
- C. Noise – Minimize noise caused by the operation of equipment. Abide by all local regulations covering noise control.
- D. Odors – Do not cause objectionable odors to be generated.
- E. Offsite Vehicle Tracking - Provide a rock construction entrance to reduce vehicle tracking of sediments. Dump trucks hauling material from the construction site shall be covered with a tarpaulin.
- F. Open Burning - No open fires or burning of materials other than vegetative land clearing debris. Obtain prior approval to burn from the local authority and applicable Fire Marshall.
- G. Paints - All containers shall be tightly sealed and stored when not required for use. Excess paint shall not be discharged to the storm sewer system but will be properly disposed of according to the paint manufacturer's instructions and State or local regulations.
- H. Pesticides and Herbicides - Any pesticide and herbicide usage will be by State licensed applicators.
- I. Petroleum Products - Monitor onsite vehicles and tanks for leaks. They shall receive regular preventive maintenance to reduce the chance of leakage. Store petroleum products in tightly sealed containers, which are clearly labeled. Use asphalt substances according to the manufacturer's recommendations. Provide secondary containment for all above ground fuel tanks.
- J. Sanitary Waste - Collect all sanitary waste from the portable units at least twice per week.
- K. Waste Materials - Collect and store all waste materials in a securely covered metal dumpster provided by a licensed solid waste management company. Deposit all trash and construction debris from the site in the dumpster. The dumpster is to be emptied as needed so there is no overflow. Haul trash to a State approved landfill facility.

3.03 MAINTENANCE / INSPECTION PROCEDURES

- A. Inspect all control measures at least once per week and following any storm event of 0.5 inches or greater.

- B. Maintain all measures in good working order. If a repair is necessary, it must be initiated within 24 hours of the onsite inspection report.
- C. Remove built up sediment from silt fence when it has reached one-third the height of the fence.
- D. Inspect silt fence for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- E. Prepare a maintenance inspection report after each inspection. A copy of the report form to be completed by the inspector is found at the end of this Section.
- F. The CONTRACTOR shall designate a qualified person to be responsible for inspections, maintenance and repair activities, and completing the inspection and maintenance reports.
- G. Non-stormwater discharges are permissible provided that discharge does not cause erosion or create turbidity within the receiving body and are in compliance with regulatory requirements. These discharges may include water line flushing, fire fighting activities, fire hydrant flushing, dust control, irrigation drainage, air conditioning condensation, and water used to spray off loose solids from vehicles.

END OF SECTION

STORMWATER POLLUTION PLAN INSPECTION REPORT FORM

Project Name _____

FDEP NPDES Stormwater Identification Number: _____

[illegible]

Condition Code:

G = Good M = Marginal, needs maintenance or replacement soon O = Other

C = Needs to be cleaned P = Poor, needs immediate maintenance or replacement

Control Type Codes:

1	Silt Fence	12	Vegetative preservation area	23	Permanent seed / sod
2	Earth dikes	13	Retention Pond	24	Mulch
3	Structural diversion	14	Construction entrance stabilization	25	Hay Bales
4	Swale	15	Perimeter ditch	26	Geotextile
5	Sediment Trap	16	Curb and gutter	27	Rip-rap
6	Check dam	17	Paved road surface	28	Tree protection
7	Subsurface drain	18	Rock outlet protection	29	Detention pond
8	Pipe slope drain	19	Reinforced soil retaining system	30	Waste disposal / housekeeping
9	Level spreaders	20	Gabion	31	Sand Bag
10	Storm drain inlet protection	21	Sediment Basin	32	Dam
11	Vegetative buffer strip	22	Temporary seed / sod	33	Other

Inspector Information:

Name _____

Qualification

Date _____

The above signature certifies that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant

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STORMWATER POLLUTION PREVENTION PLAN

penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Name (Responsible Authority)

Date

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project Record Document submittal.
 - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01370 - Schedule of Values
- C. Section 01380 - Construction Photographs
- D. Section 01710 - Cleaning
- E. Section 01720 - Project Record Documents
- F. Section 01740 – Warranties and Bonds
- G. Other Sections as applicable.

1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.

3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Submit record drawings, maintenance manuals, and similar final record information.
 6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, he shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or

otherwise resolved for acceptance, the list has been endorsed and dated by the Engineer.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.

1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection process will be repeated.

C. RECORD DOCUMENT SUBMITTALS (refer to Section 01720 - Project Record Documents).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

1.01 DESCRIPTION

- A. Compile warranties and bonds as specified in the Contract Documents.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for review and transmittal to Owner.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout B.

Section 11999 – Lime Softening Reactor

1.03 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bond, service, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors. B. Number of original signed copies required: two (2) each.

C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.

- 1. Product or work item
- 2. Firm, with name of principal, address and telephone number
- 3. Scope
- 4. Date of beginning of Warranty, bond or service and maintenance contract
- 5. Duration of warranty, bond or service maintenance contract
- 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty or bond

7. Contractor, name of responsible principal, address and telephone number

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year (2) warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
4. Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish, and other materials resulting from demolition operations.
2. Burning will not be permitted on the site.
3. Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02232
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all buildings, timber, brush, stumps, roots, rubbish, debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, and features designated to remain as final landscaping.
- C. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct

streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.

3.04 GRUBBING

- A. Remove roots and other debris in the Work areas to a depth of at least 12 inches below the ground surface.
- B. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches.
- C. Completely remove and dispose of all stumps.

3.05 REMOVAL

- A. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.
- B. Remove and dispose of existing structures or portions of existing structures specified on the Drawings, or those found within the limits of the area to be cleared and grubbed.
- C. Remove the structures in such a way as to leave no obstructions to any proposed new structures.
- D. Remove and dispose of existing asphalt pavement, Portland cement concrete pavement, sidewalk, curb, and curb and gutter where specified on the Drawings.

3.06 DISPOSAL OF MATERIALS

- A. Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in a legal manner offsite.
- B. Ensure that all hazardous materials and waste are handled and disposed of in accordance with all Local, State and Federal requirements. Submit the name, address and qualifications of the transporter, treatment facility, proposed treatment and disposal methods for ENGINEER's approval prior to transport.

END OF SECTION

SECTION 02305

EARTH MOVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for swales and canals.
- B. Excavation and disposal of muck, clay, rock or any other material that is unsuitable in it's original position.

1.02 REFERENCES

- A. ASTM D1557-02-Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00-Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05-Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods.

1.03 QUALITY ASSURANCE

- A. Comply with applicable requirements of governing authorities having jurisdiction.
- B. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- C. Protect existing trees and other landscaping which are to remain. Replace at no additional cost to OWNER any trees or landscaping which are damaged or destroyed.
- D. Allow testing service to inspect, test and approve subgrades and fill layers before further construction is performed.

1.04 REGULATORY REQUIREMENTS

1.05 SITE CONDITIONS

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EARTH MOVING

- A. When encountering or exposing any abnormal condition indicating the presence of hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the ENGINEER. The presence of tanks or barrels, discolored earth, metal, wood, groundwater, etc., visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous toxic wastes, or contaminants and must be treated with extreme caution.
- B. Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of debris, waste, vegetation, and other deleterious matter. Maximum particle sizes as follows:
 - In top 12 inches: 3 ½ inches in any dimension
 - 12 to 24 inches: 6 inches in any dimension
 - In the depth below 24 inches: not to exceed 12 inches in any dimension or the compacted thickness of the layer being placed, whichever is less.
- A. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- B. Provide borrow soil materials when sufficient satisfactory soil materials are not available for excavation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work is to be performed and notify the ENGINEER in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

- B. Data on subsurface conditions is not intended as representations or warranties of the accuracy of continuity between soil borings. It is expressly understood that neither the OWNER nor the ENGINEER will be responsible for interpretations or conclusions drawn therefrom by the CONTRACTOR. The data is made available for informational purposes to CONTRACTOR. Additional test borings and other exploratory operations may be made by the CONTRACTOR at no additional cost to the OWNER or ENGINEER.

3.02 PREPARATION

- A. Locate existing underground utilities in the areas of work before starting earth moving operations. Where utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the OWNER and utility owner in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
- C. Do not interrupt existing utilities serving facilities occupied and used by the OWNER or others, except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided.
- D. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.
- E. Barricade open excavations made as a part of earth moving operations and post warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- F. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills or structures to be built thereon have been completed to such extent that they will not float or otherwise be damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In

addition, the dewatering activity must not impact any onsite or offsite wetlands.

- D. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- E. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.
- F. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.
- G. Convey water removed from excavations and rainwater to collection or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
- H. The Contractor shall do all pumping and bailing, build all drains, and do all other work necessary to keep the excavation clear of groundwater, sewage, storm water or other water during the progress of the work and until the finished work is safe from injury. All water pumped or drained from the work shall be disposed of in a satisfactory manner with out damage to adjacent property or to other work under construction.

3.04 EXCAVATION

- A. Excavate after stripping, clearing and grubbing has been completed.
- B. Excavation should be as required for construction to the lines and grades shown on the Drawings.
- C. When excavation has reached required subgrade elevations, notify the ENGINEER who will observe the completed work.
- D. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over ½ inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- E. Accomplish earthwork in a manner that provides for the safety of the public and workers, as well as for the protection of property.

- F. Slope the sides of excavations to comply with OSHA Trench Safety requirements. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
- G. Maintain sides and slopes of excavations until completion of backfilling.
- H. Stockpile excavated materials classified as satisfactory soil material where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
- I. Locate and retain fill materials away from edges of excavations.
- J. All excess excavated material shall remain the property of the OWNER.
- K. Unauthorized excavation consists of removal of material beyond indicated lines and grades on Drawings.

3.05 ROCK EXCAVATION

- A. When unanticipated rock is encountered in the work, immediately notify ENGINEER.
- B. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a $\frac{3}{4}$ cubic yard capacity power shovel without drilling and blasting or continuous use of a ripper or other special equipment.
- C. Typical of materials classified as rock are boulders $\frac{1}{2}$ cubic yard or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.
- D. Remove rock to at least two feet outside of concrete work (except footings) for which forms are required, one foot outside the perimeters of footings, neat outside dimensions of concrete work where no forms are required, and 6 inches below bottom of concrete for slabs on grade.

3.06 REMOVAL OF UNSATISFACTORY MATERIAL

- A. Where muck, clay, or other material is unsatisfactory in it's original position, excavate such material to the limits shown on the Drawings or as directed by the ENGINEER. Backfill with satisfactory material.
- B. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown on the Drawings as the removal limits, of ± 0.2 foot in depth and ± 6 inches in width.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Transport excess excavated material classified as satisfactory soil material to designated soil storage areas on the OWNER'S property. Stockpile soil or spread across the ground, as directed.
- B. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of legally.

3.08 EMBANKMENT

- A. Construct embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches.
- B. Compact building, road, and structure areas to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T-180).
- C. Compact landscape areas to at least 95 percent of the maximum density determined by ASTM D1557 (AASHTO T-180).
- D. When the existing ground surface has a density less than that specified for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.
- E. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- F. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

3.09 TOLERANCES

- A. Shape the surface of the earthwork to conform to the lines, grades and cross-sections shown on the Drawings. In final shaping of the earthwork surface, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:
 - 1. Shape the surface of shoulders to within 0.1 foot of the Drawing cross-section.
 - 2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
 - 3. Shape the bottom of ditches so that the ditch impounds no water.
 - 4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Drawing cross-section.
- B. Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines on the Drawings.

3.10 MAINTENANCE AND PROTECTION OF WORK

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair at no additional expense to the OWNER, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.
- C. Maintain all channels excavated as a part of the work against natural shoaling or other encroachments to the lines, grades and cross-sections shown on the Drawings, until final acceptance of the work.

END OF SECTION

SECTION 02316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for underground pipelines.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. CONTRACTOR shall locate existing underground utilities in the area of the Work as construction proceeds. If utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the ENGINEER immediately. Cooperate with responsible utility companies in keeping respective services and facilities in operation.
- C. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the respective utility owner.
- D. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of Work, whether above or below the ground, or that may appear in the trench. CONTRACTOR shall take all risks attendant to the presence or proximity of pipes, poles, walls, buildings, and other structures and property, of every kind and description, in or over his trenches, excavations or in the vicinity of his Work whether above or below the ground and shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, benchmarks, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavating operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.

- C. When excavations exceed 5 feet in depth, CONTRACTOR shall meet the Occupational
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Safety and Health Administration's excavation safety standards 29 C.F.R.s. 1926.650, Subpart P.

- D. Where relocation of existing utilities is noted on Drawings, the CONTRACTOR is to notify appropriate utility companies at the earliest possible date of intent to relocate any of their facilities. It is the CONTRACTOR's responsibility to maintain utility service to users during relocation procedures and to replace the facility to the utility companies' specifications.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Take all additional precautions to prevent uplift of any structure during construction.
- D. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In addition, the dewatering activity must not impact any onsite or offsite wetlands.
- E. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- F. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.

3.04 EXCAVATION

- A. Excavation shall be carried to suitable lines and grades indicated on the Drawings. All irregularities in the bottom of excavations shall be filled to the required level with suitable select backfill and firmly compacted before pipe is laid or foundation and slab are constructed.
- B. Trenches shall be excavated to the lines and grades as indicated on the Drawings. Trenches shall provide continuous and uniform support and bearing for piping and structures.

- C. Rock and other unsuitable material, when encountered, shall be removed to minimum depth of six inches below the pipe or structure and the same depth below the pipe bell.
- D. Material below subgrade deemed unsuitable shall be removed and replaced with clean granular material.
- E. Excavation in the vicinity of adjacent facilities shall be performed by means that will not damage the facilities. Any damage to existing facilities caused by the CONTRACTOR's operations shall be repaired to the satisfaction of the facility's owner at no additional cost to OWNER.
- F. Trench bottom shall be shaped to conform to pipe bells or other shape irregularities of special appurtenances.
- G. Where a trench crosses existing paved areas or roadways which have not been scheduled to be repaved on the Drawings, the paved area shall be saw cut. Ripping of pavement for trenches with excavation equipment will not be allowed.
- H. Satisfactory excavated materials shall be stockpiled until required for backfill. Stockpiles shall be placed, graded and shaped for proper drainage.
- I. Soil materials shall be located and retained away from edges of excavations.
- J. Excess and/or unsatisfactory materials shall be disposed of offsite.

END OF SECTION

SECTION 02323

BACKFILL AND COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfill and compaction for underground pipes and structures.

1.02 REFERENCES

- A. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of rock or gravel larger than 3 inches in any dimension, debris, waste, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Material placed under and around structures shall be deposited within the lines and to the grades shown on the Drawings, making due allowance for settlement of the material. Material shall be placed on properly prepared surfaces which have been reviewed by the Engineer. If sufficient common fill material is not available from excavation on site, the Contractor shall provide borrow as may be required.

- B. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
- C. All backfill materials shall be placed and compacted "in-the-dry". Contractor shall dewater excavated areas as required to perform the Work.

3.02 COMPACTION

- A. Backfill shall be placed in layers not to exceed twelve inches in depth as measured before compaction. Each layer shall be compacted to at least the minimum percentage of a modified proctor (ASTM D1557 / AASHTO T-180) specified in the Compaction Scheduled in paragraph 3.03.
- B. Areas adjacent to structures and other confined areas inaccessible to a vibratory roller shall be compacted with a manually operated vibratory compactor.
- C. It is the intention that the fill materials with respect to moisture be used in the condition they are excavated insofar as this is practicable. Material which is too wet shall be spread on the fill area and permitted to dry, assisted by harrowing if necessary, until the moisture content is reduced to allowable limits.
- D. If added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems which will insure uniform distribution of the water over the area to be treated and give complete and accurate control of the amount of water to be used. If too much water is added the area shall be permitted to dry before compaction is continued.
- E. Supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water on the fill.

3.03 COMPACTION SCHEDULE

<u>Location</u>	<u>Minimum Compaction</u>
Under paved areas	98%
Structures	98%
Under landscaped areas	95%

3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials become the property of the Contractor and are to be removed and disposed of off site.
- B. Suitable excavated material may be used for fill or backfill if it meets these specifications.

3.05 TESTING

- A. Allow testing laboratory to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results from previously completed Work complies with requirements.
- B. Testing agency will test compaction of soils in place according to ASTM D2922.
- C. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.06 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02722

AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the subgrade.
- B. Aggregate base course for asphaltic concrete pavement.

1.02 REFERENCES

- A. AASHTO T180
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010. Hereinafter referred to as the FDOT Specifications.

1.03 FIELD SAMPLES

- A. Deliver a representative load of the rock material to the site for a testing laboratory to sample. Allow sufficient time for test laboratory to analyze before commencing placement on the road. Testing laboratory will determine lab density per AASHTO T180 and the limerock bearing ratio.
- B. Representative load of rock is to remain in stockpile form throughout rock delivery so that ENGINEER can monitor quality of rock material being delivered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock Base: Minimum limerock bearing ratio of 100. At least 97 percent of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. All crushing or breaking-up which might be necessary in order to meet such size requirement shall be done before the material is placed on the road. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the rock base.
- B. Stabilizing: Meet the requirements of Section 914 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade having the required bearing value specified on the Drawings. Perform work in accordance with Section 160 of the FDOT Specifications.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).

3.02 EXAMINATION

- A. Verify subgrade is ready to receive base material.

3.03 PLACEMENT

- A. Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
- B. After spreading of the base is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
- C. When the specified thickness of the rock base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches.
- D. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water will be added and uniformly mixed in by diskings the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than ninety-eight (98) percent of the maximum density determined by AASHTO T-180.
- E. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

3.04 FIELD QUALITY CONTROL

- A. If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact. Perform this Work at no additional expense to the OWNER.
- B. In the presence of the ENGINEER, check the finished surface of the base course with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than $\frac{1}{4}$ inch to the satisfaction of the ENGINEER by scarifying and removing or adding rock as required, and recompact the entire area.

3.05 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompact.

END OF SECTION

SECTION 02743
ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Materials and placement of superpave asphalt concrete.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2018. Hereinafter referred to as the FDOT Specifications.

1.03 SUBMITTALS

- A. Asphalt mix design for each asphalt type specified on the Drawings. Mix design shall include the information specified in paragraph 334-3 of the FDOT Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primer: Provide cutback asphalt, RC-70 or RC-250 complying with FDOT Specification 916-3.
- B. Tack Coat: RA-500 meeting the requirements of FDOT Specification 916-2.
- C. Superpave Asphalt Concrete: Meets the requirements of Section 334 of the FDOT Specifications.
- D. Leveling Course: Meet the requirements of Section 330-8 of the FDOT Specifications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Spread the asphalt mixture only when the surface upon which it is to be laid has been previously prepared, is intact, firm, and properly cured, and is dry.
- B. Verify gradients and elevations of base are correct.

- C. Do not begin paving installation without ENGINEER acceptance of the substrate.
- D. Spread the asphalt mixture only when the air temperature in the shade and away from the artificial heat is at least 40°F for layers greater than 1-inch in thickness and at least 45°F for layers 1-inch or less in thickness.

3.02 PREPARATION

- A. Clean the surface of the base or pavement to be covered of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.
- B. Where an asphalt mix is to be placed on an existing pavement or old base which is irregular, fill all depressions in the existing surface more than 1 inch deep by spot patching with a leveling course mixture, and then compact them thoroughly. Fill cracks larger than ¼ inch in width with a slurry mixture of sand and emulsion.

C. PRIMER

1. Apply primer over substrate at a uniform rate of not less than 0.15 gallon/square yard for shellrock bases and not less than 0.10 gallon/square yard for limerock bases.
2. Apply to contact surfaces of curbs, gutters, and other cement surfaces.
3. Use clean sand to blot excess primer.

D. TACK COAT

1. Apply tack coat on existing pavements that are to be overlaid.
2. Apply tack coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300-8.
3. Coat surfaces of manholes, catch basins, and steel frames with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.
4. Apply tack coat at the rate of application between 0.02 to 0.08 gallons per square yard.

3.03 PLACEMENT

- A. Maintain the temperature of the mix at the time of spreading within $\pm 25^{\circ}\text{F}$ of the established mix temperature. ENGINEER will take mix temperatures at an average frequency of one per five trucks. If the temperature fails to fall within the specified tolerance range, take corrective action.
- B. Immediately cease transportation of asphalt mixtures from the plant when rain begins at

the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered.

- C. Before starting any rolling, check the surface; correct any irregularities; remove all drippings, fat sandy accumulations from the screed, and fat spots from any source and replace them with satisfactory material. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.
- D. Compact mixture in accordance with paragraph 330-10 of the FDOT Specifications.
- E. Obtain a smooth surface on all pavement courses placed and then straightedge all intermediate and final courses with a 15-foot rolling straightedge. Furnish a 15-foot straightedge and make it available at the job site at all times during the paving operation for checking joints and surface irregularities.
- F. Produce a finished surface of uniform texture and compaction with no pulled, torn, or loosened portions and free of segregation, and streaks, sand spots, or ripples.
- G. Upon completion of final surface course ENGINEER will test finished surface with a 15-foot rolling straightedge. Correct all deficiencies in excess of 3/16-inch in accordance with paragraph 330-12 of the FDOT Specifications.
- H. ENGINEER will determine pavement thickness from the depth of core borings. The maximum allowable deficiency in thickness for pavement of a specified thickness of 2½ inches or more is ½ inch. For pavement of a specified thickness of less than 2½ inches is ¼ inch.

3.04 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for as long as required until accepted by ENGINEER.

END OF SECTION

SECTION 02765

PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermoplastic pavement markings.
- B. Waterborne paint pavement markings.
- C. Reflective pavement markers.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 revision. Hereinafter referred to as the FDOT Specifications.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with the Contract Documents in a neat and accurate manner.
- B. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment.

PART 2 PRODUCTS

2.01 THERMOPLASTIC PAVEMENT MARKINGS

- A. Conform with the requirements of Section 971-5 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.02 WATERBORNE PAVEMENT MARKINGS

- A. Conform to Section 971-3 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.03 REFLECTIVE PAVEMENT MARKERS

- A. Conform to the requirements of Section 970 of the FDOT Specifications. Class B.

PART 3 EXECUTION

3.01 PREPARATION

- A. Do not apply markings within 5 days of pavement placement with the exception of Friction Course which is 30 days.
- B. Prior to applying pavement markings, remove any material that would adversely affect the bond.
- C. Do not apply when winds are sufficient to cause spray dust.
- D. Prior to application of thermoplastic material to Portland cement concrete surfaces, apply a two-part epoxy primer sealer recommended by the manufacturer.
- E. Establish tack points at appropriate intervals for use in aligning markings.
- F. Apply only during daylight hours and, as far as practical, shall be terminated in time to permit sufficient drying by sunset.
- G. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting and shall be clean and dry when the paint is applied. Any vegetation or loose soil shall be removed from the pavement before striping begins.
- H. Thoroughly mix paint before pouring into the painting machine. No thinning of the paint in the machine will be allowed at any time. Before the start of each day's work the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.

3.02 APPLICATION – THERMOPLASTIC

- A. Apply thermoplastic to the pavement by extrusion.
- B. Edges of markings are to be well defined.
- C. Minimum thickness of 0.10 to 0.15 inch when measured above the pavement surface.
- D. Apply reflective glass spheres immediately behind the striping mechanism.

3.03 APPLICATION – WATERBORNE PAINT

- A. Apply paint to the pavement by spray.
- B. Edges of markings are to be well defined.

- C. Apply paint to attain a minimum wet film thickness of 15 mils.

3.04 APPLICATION – REFLECTIVE PAVEMENT MARKERS

- A. Set reflective pavement markers 1 inch to the left or right of the line.
- B. Apply the adhesive to the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Apply sufficient adhesive to ensure that the marker is pressed down into the adhesive and adhesive will be forced around the perimeter of the marker.
- D. Immediately remove excess adhesive from the bonding surface and the external surface of the marker.

3.05 PROTECTION

- A. Do not allow traffic onto newly painted traffic stripes and markings until they are sufficiently dry to permit vehicles to cross them without damage.
- B. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the application equipment. The equipment shall be so operated that traffic may pass safely. Warning signs are to be placed only where operations are in progress and are to be relocated as often as is necessary.
- C. Erect adequate warning signs, and take necessary precautions for the protection of the wet pavement markings and the safety of the public. Cones, rubber "Z" guards, or similar protective devices, shall be placed along the newly-painted stripe to prevent traffic from crossing the wet paint. Any such devices used shall be of a type that will not cause damage to vehicular traffic in the event that these objects are accidentally passed over.
- D. Any portions of the pavement markings damaged by passing traffic or from any other cause shall be reworked at no additional cost to the OWNER.
- E. If more than 2 percent of the reflective pavement markers fail in adhesion or alignment within the 45 days under traffic, replace all failed markers at no additional cost to the OWNER.

3.06 CORRECTIVE MEASURES

- A. Pavement markings which fail to meet the guidelines, including the permissible tolerances and the appearance requirements, are marred or damaged by traffic or from any other cause shall be corrected at no additional cost to OWNER. Drips and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means which will not damage the underlying surface of the pavement. When necessary to correct a

deviation which exceeds the permissible tolerance in alignment, that portion of the strip affected shall be removed and repainted in accordance with these guidelines.

- B. Misalignment, defective surfaces, and the like, shall be corrected by sandblasting or by any other type of mechanical device which will effectively remove the paint without damage to the pavement surface.

3.07 DIMENSION AND ALIGNMENT TOLERANCE

- A. No marking shall be less than the indicated width. No marking shall exceed the indicated width by more than $\frac{1}{2}$ inch.
- B. Corrections of variation in the width of, and the alignment of strips shall not be made abruptly but the stripes should be returned to the design width at the rate of at least 10 feet for each $\frac{1}{2}$ inch of correction.
- C. Where a stripe deviates from the correct alignment, as indicated by the string line, by more than one inch in any 20 foot length, it shall be obliterated and the stripe corrected.

END OF SECTION

SECTION 02770

CURBS, DRIVEWAYS AND SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portland cement concrete curbs, driveways, and sidewalks.

1.02 REFERENCES

- A. ASTM C309-03 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D1751-04 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Concrete mix design.

PART 2 PRODUCTS

2.01 CONCRETE

- A. 28 day minimum compressive strength of 2500 PSI. Type II Portland cement. Minimum cement content of 400 lb/cy of concrete. Maximum water cement ratio of 0.66 lb/lb. Slump range of 0-6 inches.

2.02 PRE-MOLDED JOINT FILLER

- A. Asphalt impregnated fiberboard conforming to ASTM D1751.

2.03 MEMBRANE CURING COMPOUND

- A. ASTM C309, Type 2, Class A

PART 3 EXECUTION

3.01 PREPARATION

- A. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).
- B. Dampen subgrade.

3.02 PLACEMENT

- A. Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the concrete can be floated smooth and the edges rounded to the radius shown on the Drawings.

3.03 JOINTS

- A. Saw contraction joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.
- B. Construct contraction joints for curb at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length. Construct contraction joints for sidewalks and driveways at intervals specified on the Drawings.
- C. Construct expansion joints in curb at all inlets, at all radius points, and at other locations as specified on the Drawings. Ensure that the joint is ½ inch in width. Construct expansion joints for sidewalks and driveways at intervals and locations specified on the Drawings.

3.04 FINISHING

- A. Fill minor defects with mortar composed of one part Portland cement and two parts fine aggregate.
- B. Finish exposed surfaces while the concrete is still green.
- C. Curb is to have a brush finish.
- D. Sidewalk and driveways are to have a broom finish. Strike-off concrete perpendicular to forms.
- E. Finish the edge of driveways and sidewalks with an edging tool having a radius of ½ inch.

3.05 CURING

- A. Continuously cure concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface.
- B. Cure concrete using one of the following methods:
1. Wet Burlap: Cover entire exposed surface with wet burlap and keep it thoroughly wet throughout the curing period.
 2. Membrane Curing Compound: Apply curing compound over the entire concrete surface in a single coat continuous film at a uniform coverage rate of at least 200 square feet per gallon.
 3. Polyethylene Sheeting: Place polyethylene sheeting over the entire exposed surface of the concrete. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

END OF SECTION

SECTION 02924

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and maintaining grass sod.

PART 2 PRODUCTS

2.01 SOD

- A. Argentine bahia grass unless noted otherwise on the Drawings. Sod need to match existing.
- B. Taken up in commercial-size rectangles, preferably 12 by 24 inch or larger. Minimum thickness of 2 inches.
- C. Sufficiently thick to secure a dense stand of live grass. Live, fresh, and uninjured, at the time of planting. Have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Free of noxious weeds and seeds. Keep shaded and moist from the time it is dug until it is planted. Plant as soon as possible after being dug. No sod that has been cut for more than 72 hours shall be used.

2.02 STAPLES

- A. Black iron wire not smaller than 14 gauge, and bent from a length of wire at least 25 inches long into a "U" with 1-inch width at the crown.

2.03 WATER

- A. Free of excess and harmful chemicals, acids, alkalies, or any substance that is harmful to plant growth.

PART 3 EXECUTION

3.01 PREPARATION OF GROUND

- A. Scarify or loosen areas requiring sod to a depth of 6 inches.
- B. Remove all loose rock, woody material, and other obstructions that will interfere with sodding.

- C. Eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.
- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.
- E. ENGINEER to review finished grading prior to placement of sod.
- F. Prior to sodding, thoroughly water areas and allow water to percolate into soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

3.02 PLACING SOD

- A. Place sod immediately after ground preparation.
- B. Do not sod when weather and soil conditions are unsuitable for proper results.
- C. Do not place sod on eroded or washed out sites.
- D. Place sod on prepared surface, with edges in close contact. Do not stretch or overlap sod pieces.
- E. Lay sod strips in a staggered pattern with snug, even joints. All joints shall be butted tight to prevent voids.
- F. Place sod to the edge of all paving and shrub areas and 1 inch below adjoining pavement.
- G. Place sod parallel with the roadway.
- H. Roll or tamp sod to insure solid contact of root mat and soil surface.
- I. Where sodding in drainage ditches, the soil shall be evenly graded to a line 2 inches below the elevation shown on the Drawings. Stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a feather edge effect.
- J. When slopes are greater than 3:1, securely anchor sod to the soil by pinning with staples. Pin every 3 feet along each strip of sod.

3.03 WATERING

- A. Thoroughly water sod immediately after placing. Provide a minimum of $\frac{1}{2}$ inch of water.
- B. The rate of application for irrigation water shall not exceed $\frac{3}{4}$ inch per hour and the distribution pattern will not be such as to create an erosive condition at the site.

- C. Keep sod in a moist condition until Substantial Completion.

3.04 MAINTENANCE

- A. Maintain sodded areas in a condition satisfactory to the ENGINEER until Substantial Completion. This includes, but is not limited to, watering, weeding, mowing, and repair of washed or eroded areas.

END OF SECTION

SECTION 03010
CONCRETE WORK

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

General and Supplementary Conditions apply to the work specified in this Section.

1.01 THIS WORK INCLUDES

Concrete work as shown on the plans.

1.02 QUALITY ASSURANCE

A. Codes and Standards - Latest Editions

Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

- 1) ACI 301 "Specifications for Structural Concrete for Buildings."
- 2) ACI 311 "Recommended Practice for Concrete Inspection."
- 3) ACI 318 "Building Code Requirements for Reinforced Concrete."
- 4) ACI 347 "Recommended Practice for Concrete Formwork."
- 5) ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
- 6) Concrete Reinforcing Steel Institute, "Manual of Standard Practice."
- 7) Florida Department of Transportation, Latest Edition, Section 520, 522 and 525.
- 8) ACI 302 "Guide for Concrete Floor & Slab Construction".
- 9) ACI 305 "Hot Weather Concreting".

B. Workmanship

The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes.

C. Laboratory Test Reports; Concrete Work

Submit two (2) copies of laboratory test reports for concrete materials and mix

design test as specified.

PART 2 - PRODUCTS

2.00 FORM MATERIALS

A. Forms for Exposed Finish Concrete

Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Forms for Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties

- 1) Provide factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to prevent form deflection and to prevent spilling of concrete surfaces upon removal.
- 2) Unless otherwise shown, install ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.
- 3) Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surface.

E. Inserts

- 1) Provide metal inserts for anchorage of materials to concrete construction, not supplied by other trades and as required for the work.
- 2) Adjustable wedge inserts of malleable cast iron shall be complete with bolts, nuts and washers; 3/4" bolt size unless otherwise indicated.
- 3) Threaded inserts of malleable cast iron shall be furnished complete with full-depth bolts; 3/4" bolt size, unless otherwise indicated.

2.01 REINFORCING MATERIALS

A. Reinforcing Bar

- 1) ASTM A 615, Grade 60 deformed. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI "Manual of Standard Practice." In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material. Reinforcement with any of the following defects will not be permitted in the work:
 - a) Bar lengths, depths and bends exceeding CRSI fabricating tolerances.
 - b) Bends or kinks not indicated on drawings or final shop drawings.
 - c) Bars with reduced cross section due to excessive rusting or other cause.

B. Supports for Reinforcement

- 1) Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type support complying with CRSI recommendations, unless otherwise indicated. Wood, brick and other devices will not be acceptable.
- 2) For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.02 CONCRETE MATERIALS

A. Portland Cement

- 1) ASTM C 150, Type 1 or Type II, unless otherwise acceptable to Engineer.
- 2) Use only one brand of cement throughout the project, unless otherwise acceptable to engineer.

B. Normal Weight Aggregates

- 1) ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.

C. Water

- 1) Clean, fresh, potable.

D. Admixtures

- 1) All admixtures shall be reported with proportions of mix per manufacturer's specification.

- 2) HRWR (Superplasticizer): ASTM C-494 Type F/G.
 - 3) Air-Entraining Admixture: ASTM C 260.
 - 4) Water-Reducing and Retarding Admixture: ASTM C 494, Type A, B or D.
 - 5) Calcium chloride will not be permitted in concrete.
- E. FLYASH ASTM C-618 Class F (25% Mx. cement replacement).

2.03 RELATED MATERIALS

- A. Moisture-Retaining Cover
- 1) One of the following, complying with ASTM C 171.
 - a) Waterproof paper.
 - b) Polyethylene film.
 - c) Polyethylene-coated burlap.
- B. Curing Compounds
- 1) All Concrete Work Construction:
 - a) Liquid type membrane-forming curing compound complying with ASTM C 309, Type I Class A.

2.04 PROPORTIONING AND DESIGN OF MIXES

- A. Normal Weight Concrete
- 1) Prepare design mix for type and strength of concrete in accordance with applicable provisions of ACI 221.1 and ACI 318, Chapter 4.
 - 2) Recommended design mixes to provide normal weight with the following properties, as indicated on drawing and schedules:
- B. Cast-in-place concrete excluding cast-in-place sheet piles and bulkhead cap (See No. 2. below).
- 1)

Class of concrete	A
Minimum compressive strength at 28 days	3000 psi
Minimum sacks of cement per cubic yard	5.50
maximum water-cement ratio	0.58

2)	fc	4000
	Maximum water/cement	0.35
	Cement	ASTM C150I/II
	ASH	ASTM C618 Class F (25% Max.)
	Aggregate Course and fine	ASTM C-33
	Addmixture AEA	ASTM C-260
	Addmixture Retarder	ASTM C-494 Type D
	Addmixture	HRWR ASTM C-494 Type F/G
	Water	ASTM C-94
	Slump	8" Maximum
	Air	3% ± 1.5%
	Corrosion Inhibitor Master Builder	Rheocrete 222

C. Adjustment to Concrete Mixes

- 1) Mix design adjustments may be requested by the Contractor when characteristics of materials, use of admixtures, job conditions, method of placement, weather, test results, or other circumstances warrant, at no additional cost to the Owner and as approved by the Engineer. Laboratory test data for revised mix design and strength results must be submitted to and approved by the Engineer before using in the work.

D. Slump Limits

Proportion and design mixes to result in concrete slump at the point of placement as follows:

	Maximum	Minimum
Mass Concrete	3	1
Plain Concrete	4	2
Reinforcement Concrete	5	3
Concrete with HRWR	8	5

2.05 CONCRETE MIXING

A. Ready-Mix Concrete

- 1) Comply with the requirements of ASTM C-94, and as specified.
- 2) During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 may be required.
 - a) When the air temperature is between 85° F and 90° F, reduce the mixing and delivery time to 75 minutes, and when the air temperature is above 90° F, reduce the mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.00 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Construct forms complying with ACI 347. Provide for openings, offsets, sinkages, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joint to prevent leakage of cement paste.
- C. Form Ties
 - 1) Factory fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spilling concrete surfaces upon removal.
 - 2) Unless otherwise shown, provide ties so portion remaining within concrete removal is at least 1-1/2" inside concrete.
 - 3) Unless otherwise shown, provide form ties, which will not leave holes larger than 1" diameter in concrete surface.
- D. Provisions for Other Trades
 - 1) Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings from trades providing such items. Accurately place and securely support items built into forms.
- E. Cleaning and Tightening
 - 1) Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.
- F. Edge Forms and Screed Strips for Slabs
 - 1) Set edge forms for bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.
- G. Preparation of Form Surfaces
 - 1) Coat the contact surface for forms with a form-coating compound before

reinforcement is placed.

- 2) Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- 3) Coat steel forms with non-staining, rust preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.01 PLACING REINFORCEMENT

- A. General - Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacing, and hangers, as required.
- D. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete, not toward exposed concrete surfaces.
- E. Do not place reinforcing bars more than 3" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- F. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- G. Splice reinforcement by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of ACI 318 for minimum laps of spliced bars.

3.02 JOINTS

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete.
- B. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on drawings. Construct contraction joints for a depth equal to at least 1/4 concrete thickness, as follows:

Sawed Joints: Form weakened-plan joints using powered saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded or otherwise damaged by cutting action.

Expansion Joints (ExpJt): Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated. Revise spacing of expansion joints to suit project.

C. Construction Joints:

- 1) Place construction joints at the end of pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.
- 2) Locate and install construction joints, as indicated on the drawings so as not to impair the strength and appearance of the structure, as acceptable to the Engineer.
- 3) Provide keyways, at least 1 1/2" deep in construction joints in walls, slabs and between walls and footing.

3.03 EMBEDDED ITEMS

General:

Set and build into the work, anchorage devices and other embedded items required for other work that is attached or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. All hardware used to attach or embed devices into concrete is to be stainless steel.

3.04 CONCRETE PLACEMENT

A. General:

- 1) Place concrete in compliance with the practice and recommendations of ACI 304, and as herein specified. No water shall be added to the concrete after initial mixing, unless approved by Engineer's jobsite representative.
- 2) Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness with the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

- 3) Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
- 4) Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete and dispose of at approved off-site location.

B. Placing Concrete Slabs:

- 1) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
- 2) Bring slab surface to the correct level with a straight-edge and strike-off. Use bull floats or other acceptable methods to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
- 3) Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Maintain reinforcing in the proper position during concrete placement operations.

C. Hot Weather Placing:

- 1) When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- 2) Cool ingredients before mixing to maintain concrete temperature at time of placement below 95° to 100° F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature, provided the water equivalent of the ice is calculated to the total amount of mixing.
- 3) Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
- 4) Wet forms thoroughly before placing concrete.

D. Bonding:

- 1) Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces a manner to expose bonded aggregate uniformly and to not leave laitance, loose particle of aggregate, or damaged concrete at the surface.
- 2) Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:

- a) At joints between walls or columns and beams or slabs they support, and elsewhere unless otherwise specified herein, dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.

3.05 FINISH OF FORMED SURFACES

Rough Form Finish:

For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having the texture imparted by the form facing material used with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

3.06 CURING AND PROTECTION

A. General:

Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours. Continue curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of curing period.

B. Curing Method:

- 1) Provide moisture-retaining cover as follows:

- a) Cover concrete surface with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape of adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.07 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work may be removed after cumulatively curing at not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.08 MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

- 1) Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs:

- 1) Provide monolithic finish to interior curbs by stripping form while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.

3.09 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas:

- 1) Repair and patch defective areas with cement mortar immediately after removal of forms, as specified herein.
- 2) Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat the area to the patched with neat cement grout, or proprietary bonding agent.

B. Repair of Formed Surfaces:

- 1) Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning.
- 2) Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
- 3) Repair concealed formed surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete.

C. Repair of Unformed Surfaces:

- 1) Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope.
- 2) Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects, as such, include crazing,

cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spilling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

- 3) Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- 4) Correct low areas in unformed surfaces during or immediately after completion or surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.
- 5) Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cur-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with neat cement grout coating or concrete bonding agent. Mix dry-pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- 6) Use epoxy-based mortar for structural repairs, where directed by Engineer.
- 7) Repair methods not specified above may be used, subject to acceptance by the Engineer.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General:

- 1) The Contractor shall include in this bid the cost of all testing laboratory work and transportation to the laboratory of all samples required herein. The Contractor shall submit the name of the testing laboratory they propose to use to the Engineer for approval at least ten days before testing on material starts.
- 2) Sampling and testing for quality control during the placement of concrete shall include the following:
 - a) Slump: ASTM C 143; One test each 50 yards or when an apparent change in consistency is observed.
 - b) Air Content: ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength test specimens.
 - c) Concrete Temperature: Test hourly when air temperature is 40°F and below or 80°F and above, and each time a set of compressive test specimens are made.

- d) Compressive Tests Specimen: ASTM C 31; one set of five (5) standard cylinders for each compressive strength test.
- e) Compressive Test Specimen: ASTM C 39; one set each 50 cy.yd. or fraction thereof, of each concrete class placed in any one day or for each 1,000 sq.ft. of surface area placed; 1 specimen tested at 3 days; 1 specimen tested at 7 days, 3 specimens tested at 28 days, and one specimen retained in reserve for later testing, if required.
- f) Test results will be reported in writing to the Engineer, Ready-Mix supplier, and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for 3-day test, 7-day tests, and 28-day tests.
- g) Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strength and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- h) Defective Work: Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, shall be corrected at the Contractor's expense, without extension of time therefore. The Contractor shall be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SCOPE

Except as otherwise specified, the work shall consist of performing all formwork and related items for all cast-in-place concrete work indicated on the drawings, specified in this section and Section 03310.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- | | | |
|----|----------------------------|---------------|
| A. | Definitions and Standards: | Section 01068 |
| B. | Concrete Work | Section 03010 |
| C. | Cast-in-Place Concrete: | Section 03310 |

PART 2 - PRODUCTS

2.01 FORMS

- A. Steel Forms

Material shall meet the requirements of Paragraph 3.01.

- B. Wood Forms

Wood forms shall be constructed of lumber or plywood. For exposed concrete surfaces, use dressed uniform thickness lumber or plywood with surfaces free from defects or irregularities. For non-exposed concrete surfaces and rough work, undressed lumber or plywood may be used.

2.02 FORM TIES

Shall be an approved type or removable bolts or rods. Ties shall have an adequate working strength and be of a type to adjust to the length required. Wire ties will not be permitted.

PART 3 - EXECUTION

3.01 CONSTRUCTION OF FORMS

- A. Construct forms to slopes, lines and dimensions shown, plumb and straight,

securely braced and shore forms to prevent displacement and to properly support construction loads. Provide access openings for cleaning and inspecting forms and reinforcement prior to depositing concrete. Do not coat forms with material that will stain or cause injury to exposed concrete surfaces. Keep wood forms wet. Forms shall be constructed for easy removal without damage to concrete. Lumber once used in forms shall have nails removed and the surfaces cleaned before reuse.

- B. Joints shall be tight and leak proof and arranged vertically or horizontally to conform to the pattern of the design.
- C. Forms placed in successive units for continuous surfaces shall be fitted to accurate alignment so that the completed surface shall be smooth and free from irregularities.
- D. For long spans, where intermediate supports are not possible, the anticipated deflection in the forms due to the weight of the fresh concrete shall be accurately considered in the form design so the finished concrete members will have true surfaces conforming accurately to the desired lines, planes and elevations.
- E. Unless otherwise required by building code, or if tremies are not to be used, openings in sides of forms shall be used to limit the free fall of concrete to 4 feet.
- F. All foundation and footing sides shall be formed.
- G. All supporting forms and shoring shall have sufficient strength stiffness, bracing and stability to properly support all construction loads without excessive deflection.
- H. Concrete shall not be placed in any form until inspected and approved by Engineer.

3.02 FORM TIES

- A. Form ties shall be of an approved type. Ties used for exposed concrete surfaces shall be of a type approved by Engineer. Ties shall be of such type that any metal remaining in place will not be closer than 1-1/2 inches to the concrete surface.
- B. Ties shall not be fitted with any lugs, cones, washers or other device to act as a spreader within the forms of an other purpose which will leave a hole or depression larger than 7/8 inch in diameter or a depression back of the exposed surface of the concrete.
- C. Ties that are to be removed shall be coated with cup grease or other approved material to facilitate removal.
- D. Holes remaining from bolts or tie rods shall be filled solid with cement mortar. Holes passing entirely through the wall or beam shall be filled from inside face with a device that will force the mortar through to the outside face using a stop held at the outside wall surface to assure complete filling. Holes which do not pass entirely through the walls shall be packed thoroughly full. All excess mortar at the face of filled holes shall be struck off flush.

3.03 WETTING AND OILING FORMS

The inside surface of wood board forms shall be soaked with clean water prior to placing concrete. Except as otherwise specified, plywood or metal forms shall be treated with an approved form of oil or lacquer. If oil is used, all excess oil shall be wiped off with rags to leave the surface of the forms just oily to the touch.

3.04 INSERTS AND FASTENING DEVICES IN FORMWORK

- A. Provide for installation of inserts, conduit, pipe or duct sleeves, drains, hangers, metal ties, anchors, bolts, angle guards, dowels, anchor slots, nailing strips, blocking, grounds and other fastening devices required for attachment of other work. Properly locate in cooperation with other trades and secure in position before concrete is placed. See drawings and other sections of specifications for extent, locations and details of items to be embedded or placed in concrete.
- B. All sleeves, chases, inserts, lifting devices, etc. which are provided and placed in the forms shall be maintained in position and protected until the concrete work is completed. Lifting devices shall be anchored to the main reinforcing bars.

3.05 REMOVAL OF FORMS

- A. Forms shall be removed, in accordance with requirements of the ACI Building Code Requirements for Reinforced Concrete, without damage to concrete and in manner to insure complete safety of the structure. Leave shoring in place until concrete member will safely support its own weight plus any live loads that may be placed upon it. Reshore all members as required by conditions to properly and adequately carry all construction loads.
- B. Upon removal of forms the Engineer shall be notified by the Contractor in order that an inspection of the newly stripped surfaces can be made.
- C. Upon approval by Engineer, freshly stripped surface shall be patched and concrete rubbed out within 24 hours.
- D. All temporary bracing, shoring and re-shoring as required for in place concrete shall be provided.
- E. Face forms or non-supporting forms may be removed within 24 hours after placement of concrete.
- F. Supporting forms shall not be removed until the in-place concrete has reached 70% of the specified design strength except the bridge slabs shall reach 100% design strength, but in no event until seven days after concrete placement, without approved concrete cylinder breaks.

END OF SECTION

CONCRETE REINFORCEMENT

1.01 SCOPE

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Section 03010

1.04 QUALITY ASSURANCE

- ## 1.05 SUBMITTALS

A. Show sizes and dimensions for fabrication and placing of reinforcing steel bar supports.

- B. Indicate bar schedules, stirrup spacing and diagrams of bent bars.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project or precasting site in bundles or rolls marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing steel shall conform to ASTM A-615, Grade 60.
- B. Prestressing strands shall conform to ASTM A-416, Grade 270, Low Relaxation.
- C. All reinforcing steel is to be epoxy-coated and conform to ASTM A-775 and Florida Department of Transportation specifications.
- D. Wire mesh shall conform to ASTM A-185.
- E. Reinforcement
 - 1. Reinforcing bars - All reinforcing bars shall be deformed, except that plain bars may be used for spirals. Reinforcing bars shall be the grades required by the Contract Documents and shall conform to one of the following specifications:
 - a. ASTM A-615 including supplementary requirement S1.
 - b. ASTM A-616, except that all bars shall be bend tested and shall meet the bend test requirements for axle-steel reinforcing bars, ASTM A-617, Grade 60; and the bar markings rolled into the surface of the bars shall include the letter R to designate rail steel meeting these requirements.
 - c. ASTM A-617.
 - d. ASTM A-706.
 - 2. Epoxy-coated reinforcing bars - Epoxy-coated reinforcing bars shall conform to ASTM A-775 and FDOT specifications.
 - 3. Bar mats
 - a. Bar mats shall conform to ASTM A-184 and shall be fabricated from reinforcing bars that conform to Item 2.01.

- b. Bar mats shall be fabricated from epoxy-coated reinforcing bars. Metal clips shall be epoxy-coated. Non-metallic clips may be used. Coating damage at the clipped or welded intersections shall be repaired in accordance with Item 3.01-D.
- F. Fabrication: All reinforcement shall be bent cold unless otherwise permitted by the Engineer.
- G. Placing (Field Installation)
 - 1. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars unless otherwise specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of approved corrosion-resistant materials.
 - 2. Patch material and repair methods - Epoxy-coated reinforcing bars shall be fastened with nylon-epoxy, or plastic-coated tie wire, or other acceptable materials.

Splices for reinforcing bars shall be made only as required or permitted by the Contract Documents, or as authorized by the Engineer.

 - a. Welded splices - When required or permitted, all welding of reinforcing bars shall conform to AWS D1.4. Unless otherwise permitted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.
 - b. Suitable ventilation shall be provided when welding epoxy-coating reinforcing bars.
 - c. After completion of welding on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All welds, and all steel splice members when used to splice bars, shall be coated with the same material used for repair for coating damage.
 - d. Mechanical Connections - When required for permitted, mechanical connections shall be installed in accordance with approved splice device manufacturer's recommendations.
 - e. After installing mechanical connections on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All parts of mechanical connections used on coated bars, including steel splice sleeves, bolts, and nuts shall be coated with the same materials used for repair of coating damage.
- 2. Reinforcing bars partially embedded in concrete shall not be field bent,

except as indicated on the Contract Documents or permitted by the Engineer. When heat is used to field bend epoxy-coated reinforcing bars, suitable ventilation shall be provided. When epoxy-coated reinforcing bars are field bent, coating shall be repaired in accordance with Item 3.01-D.

3. Unless permitted by the Engineer, reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.
4. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be the cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger in accordance with Item 3.01-D. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area of each bar.

2.02 FABRICATION

In accord with CRSI Manual of Standard Practice.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Concrete coverage reinforcing steel shall be in strict accordance with the clearances shown on the plans. All reinforcing steel placed against the ground shall have a concrete coverage of 3 inches. The use of proper reinforcing steel support chairs or other supports will be required to rigidly locate the reinforcement within the concrete at the dimensions shown on the plans. No concrete will be placed until all steel is rigidly secured in its proper position.
- B. Placing of all reinforcing steel shall be in accordance with latest American Concrete Institute Codes.
- C. Unless otherwise shown on the plans, the minimum overlap for a lapped splice shall be in accordance with the following schedule. Lapped splices shall be made only at locations approved by the Engineer.

Tension Laps Splices Grade 60 Bars

$f'_c = 3400$ psi

$f'_c = 5500$ psi

#3 dia. 15"

#3 dia. 15"

#4 dia. 20"

#4 dia. 20"

#5 dia. 26"

#5 dia. 26"

#6 dia. 33"

#6 dia. 31"

#7 dia. 45"

#7 dia. 36"

#8 dia. 59"

#8 dia. 46"

- D. Coating damage during fabrication, transportation forming and placing operations shall be repaired in accordance with FDOT Standard Specifications, Latest Edition, Section 416 (Epoxy Coating of Bar Reinforcement).

END OF SECTION

CONCRETE REINFORCEMENT

1.01 SCOPE

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Section 03010

Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" Sections 415 and 416, latest edition, American Concrete Institute Code.

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar reinforcing.
- B. Installer Qualifications
 - 1. Three years experience in installation of steel bar reinforcing.
 - 2. Welders qualified in accordance with AWS D12.1-72.
- C. Test Agency: Independent testing lab licensed by State of Florida.
- D. Requirements of Regulatory Agencies: Conform to requirements of City of West Palm Beach Building Code, and American Concrete Institute Code.
- E. Allowable Tolerances (Reinforcing Steel): Allowable tolerance for fabrication, placement and handling shall be in accordance with the plans and the Reference Specification.
- F. Source Quality Control: Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered.

Shop Drawings

- 03200-1

- B. Indicate bar schedules, stirrup spacing and diagrams of bent bars.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project or precasting site in bundles or rolls marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing steel shall conform to ASTM A-615, Grade 60.
- B. Prestressing strands shall conform to ASTM A-416, Grade 270, Low Relaxation.
- C. All reinforcing steel is to be epoxy-coated and conform to ASTM A-775 and Florida Department of Transportation specifications.
- D. Wire mesh shall conform to ASTM A-185.
- E. Reinforcement
 - 1. Reinforcing bars - All reinforcing bars shall be deformed, except that plain bars may be used for spirals. Reinforcing bars shall be the grades required by the Contract Documents and shall conform to one of the following specifications:
 - a. ASTM A-615 including supplementary requirement S1.
 - b. ASTM A-616, except that all bars shall be bend tested and shall meet the bend test requirements for axle-steel reinforcing bars, ASTM A-617, Grade 60; and the bar markings rolled into the surface of the bars shall include the letter R to designate rail steel meeting these requirements.
 - c. ASTM A-617.
 - d. ASTM A-706.
 - 2. Epoxy-coated reinforcing bars - Epoxy-coated reinforcing bars shall conform to ASTM A-775 and FDOT specifications.
 - 3. Bar mats
 - a. Bar mats shall conform to ASTM A-184 and shall be fabricated from reinforcing bars that conform to Item 2.01.

- b. Bar mats shall be fabricated from epoxy-coated reinforcing bars. Metal clips shall be epoxy-coated. Non-metallic clips may be used. Coating damage at the clipped or welded intersections shall be repaired in accordance with Item 3.01-D.
- F. Fabrication: All reinforcement shall be bent cold unless otherwise permitted by the Engineer.
- G. Placing (Field Installation)
 - 1. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars unless otherwise specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of approved corrosion-resistant materials.
 - 2. Patch material and repair methods - Epoxy-coated reinforcing bars shall be fastened with nylon-epoxy, or plastic-coated tie wire, or other acceptable materials.

Splices for reinforcing bars shall be made only as required or permitted by the Contract Documents, or as authorized by the Engineer.

- a. Welded splices - When required or permitted, all welding of reinforcing bars shall conform to AWS D1.4. Unless otherwise permitted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.
 - b. Suitable ventilation shall be provided when welding epoxy-coating reinforcing bars.
 - c. After completion of welding on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All welds, and all steel splice members when used to splice bars, shall be coated with the same material used for repair for coating damage.
 - d. Mechanical Connections - When required for permitted, mechanical connections shall be installed in accordance with approved splice device manufacturer's recommendations.
 - e. After installing mechanical connections on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All parts of mechanical connections used on coated bars, including steel splice sleeves, bolts, and nuts shall be coated with the same materials used for repair of coating damage.
- 2. Reinforcing bars partially embedded in concrete shall not be field bent,

except as indicated on the Contract Documents or permitted by the Engineer. When heat is used to field bend epoxy-coated reinforcing bars, suitable ventilation shall be provided. When epoxy-coated reinforcing bars are field bent, coating shall be repaired in accordance with Item 3.01-D.

3. Unless permitted by the Engineer, reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.
4. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be the cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger in accordance with Item 3.01-D. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area of each bar.

2.02 FABRICATION

In accord with CRSI Manual of Standard Practice.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Concrete coverage reinforcing steel shall be in strict accordance with the clearances shown on the plans. All reinforcing steel placed against the ground shall have a concrete coverage of 3 inches. The use of proper reinforcing steel support chairs or other supports will be required to rigidly locate the reinforcement within the concrete at the dimensions shown on the plans. No concrete will be placed until all steel is rigidly secured in its proper position.
- B. Placing of all reinforcing steel shall be in accordance with latest American Concrete Institute Codes.
- C. Unless otherwise shown on the plans, the minimum overlap for a lapped splice shall be in accordance with the following schedule. Lapped splices shall be made only at locations approved by the Engineer.

Tension Laps Splices Grade 60 Bars

$f'_c = 3400$ psi

$f'_c = 5500$ psi

#3 dia. 15"

#3 dia. 15"

#4 dia. 20"

#4 dia. 20"

#5 dia. 26"

#5 dia. 26"

#6 dia. 33"

#6 dia. 31"

#7 dia. 45"

#7 dia. 36"

#8 dia. 59"

#8 dia. 46"

- D. Coating damage during fabrication, transportation forming and placing operations shall be repaired in accordance with FDOT Standard Specifications, Latest Edition, Section 416 (Epoxy Coating of Bar Reinforcement).

END OF SECTION

SECTION

DHES REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PART I - GENERAL

1.1 SECTION INCLUDES:

- A. All pertinent documents associated with the Project. Form explains the requirements for this federally funded project.
- B. Completion of sections of this form as noted and required.
- C. Palm Beach County will provide a Wage Decision for this project to meet Federal Labor Standards.

END OF SECTION

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**PROJECT NAME:****Village of Palm Springs - Pathway Connector Park Construction**

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Form for the successful bidder's subcontractors, to be submitted after contract award:

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant

4. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:**FL20200182 Highway Mod -0- 01/03/2020**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 compensating; and selection for training, including apprenticeship. The contractor 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.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he 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 contractor'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.
4. The contractor 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.
5. The contractor 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.
6. In the event of the contractor's noncompliance 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 contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References: - 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities.

In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

* * * * *

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with 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 (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He 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, has 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 Palm Beach County or any person interested in the proposed Contract: and
- (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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, _____, personally appeared _____ who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20_____

by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

WORKFORCE PROJECTION**PROJECT NAME:****Village of Palm Springs - Pathway Connector Park Construction**

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☐ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective 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.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that 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 I, we, 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.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will 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 agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title

Signature

Date

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

U.S. Department of Housing and Urban Development

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary and does not impose a burden on individuals who are not required to respond to the collection of information unless it displays a currently valid OMB Control Number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0142-0002), Washington, DC 20503.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be discussed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State Zip Code)	
										Check if:	
										PH	
										IH	
										CPD	
										Housing	
3a. Name of Contact Person										5. Program Code (Not applicable for CDF programs.) See explanation of Codes below on Page Use a separate sheet for each program code.	
										6. Date Submitted to Field Office	
3b. Phone Number (including Area Code)										4. Reporting Period	
										Oct. 1 - Sept. 30 (Annual - FY)	
3c. Contractor or Subcontractor Business										3d. Subcontractor Identification (ID) Number	
Type of Trade Code (See below)										Sec. 3 7f.	
Amount of Contract or Subcontract										7g.	
Contract or Subcontract										7h.	
Contract or Subcontract										7i.	
Contract or Subcontract										7j.	
Contract or Subcontract										7k.	
Contract or Subcontract										7l.	
Contract or Subcontract										7m.	
Contract or Subcontract										7n.	
Contract or Subcontract										7o.	
Contract or Subcontract										7p.	
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Contract or Subcontract										7w.	
Contract or Subcontract										7x.	
Contract or Subcontract										7y.	
Contract or Subcontract										7z.	
Contract or Subcontract										7aa.	
Contract or Subcontract										7ab.	
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Contract or Subcontract										7bm.	
Contract or Subcontract										7bn.	
Contract or Subcontract										7bo.	
Contract or Subcontract										7bp.	
Contract or Subcontract										7bq.	
Contract or Subcontract										7br.	
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Contract or Subcontract										7ce.	
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Contract or Subcontract										7ch.	
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Contract or Subcontract										7cq.	
Contract or Subcontract										7cr.	
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Contract or Subcontract										7cy.	
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Contract or Subcontract										7di.	
Contract or Subcontract										7dj.	
Contract or Subcontract										7dk.	
Contract or Subcontract										7dl.	
Contract or Subcontract										7dm.	
Contract or Subcontract										7dn.	

SECTION 3 REPORT

Subrecipient:	
Project:	

The sub-recipient hereby provides the following information in connection with the above project:

PROJECT FUNDING INFORMATION

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

CONTRACT AWARD INFORMATION

For *construction work* funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <i>funded in part or in whole through DHES</i> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

CONTRACT AWARD INFORMATION

For *non-construction work* funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <i>funded in part or in whole through DHES</i> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

EMPLOYMENT AND TRAINING INFORMATION

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
--	----

*** If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
TOTALS:					

SUBRECIPIENT CERTIFICATION

The undersigned certifies that the information in this report is true and correct:

Name and Title:	Date:	Signature: X
-----------------	-------	----------------------------

**REQUIRED USE OF THE LABOR COMPLIANCE
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

USER RESPONSIBILITIES

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHES, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

DISCLAIMER OF WARRANTIES FOR LCRS

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHES's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHES through the service will meet PBC/DHES's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHES strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.

DISPLAY OF POSTERS AND WAGE DECISION

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 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.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for

bona fide fringe benefits or cash equivalents 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or 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 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each 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 29 CFR Part 3;

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

(c) 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 A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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 Part 5.12.

A.4: Apprentices and Trainees.

(i) **Apprentices.** 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 U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. 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 U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

A.7: Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act

The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.



**Department of
Housing & Economic
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

discover.pbcbgov.org/hes

**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

September 23, 2019

Mr. Richard Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: FY 2019-2020 CDBG Activity Continuation of
Public Facilities and Infrastructure Improvements
Proposed Park Connector Pathway within Public ROWs
Interconnect 11 Village Parks, Palm Springs, FL**

Dear Mr. Reade:

Housing & Economic Sustainability (HES) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for FY 2019-2020, for the Community Development Block Grant (CDBG) funded activity. The ER is based on the continuing work scope activity which entails construction improvements including design/engineering services for installation of ADA compliant sidewalks up to 8' wide for ~33,705 LF, detectable warnings at pedestrian/vehicular crossings, and pathway enhancements as lighting, benches, drinking water fountains, and construction related amenities in Palm Springs ROWs and PBC ROWs to interconnect 11 Village parks. All work will take place within the project area defined as L-8 Canal/Forest Hill Blvd to the north, Lake Worth Road to the south, S. Congress Avenue on the east and Kirk Road on the west.

The ER did not identify any adverse environmental conditions for the FY 2019-2020 funded activity site. However, one condition regarding Wellfield Protection practices during construction activities was identified. The entire extent of the project activity area is located within the Village of Palm Springs Wellfield, Zones 1, 2, 3 and 4 Wellfield Protection Zones of Influence. The selected contractor must follow PBC ERM's "Best Management Practices of the Construction Industry" (attached) to prevent the discharge of hazardous substances at the site, if any, during the pathway improvement activities.



Plan to inform HES if any future environmental findings or conditions are discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the HES office and will be available for your inspection during regular office hours.

If you have any questions, contact Melanie Borkowski, Regulatory Specialist, at 233-3687 or mborkows@pbcgov.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos Serrano".

Carlos Serrano
Director S PL & Ops

Attachment: PBC ERM BMP's for Construction Industry

c: Justin Lucas, Parks & Recreation Director, Palm Springs
Jonathan Brown, Director, HES (w/out attachment)
Sherry Howard, Deputy Director, HES (w/o attachment)
Jeffrey Bolton, Contracts, HES (w/o attachment)
Bud Cheney, CIREIS, HES (w/o attachment)
Elena O'Keefe, CIREIS
File

G:\ENVIRON ERRS\ERRS\PROJECTS\2019-2020\CDBG\Palm Springs Park Connector Pathway to 11 Parks from Forest Hill Blvd south to L Worth Road

"General Decision Number: FL20200182 01/03/2020

Superseded General Decision Number: FL20190182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00

HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....\$ 11.81		0.00
INSTALLER - GUARDRAIL.....\$ 13.96		0.00
IRONWORKER, ORNAMENTAL.....\$ 13.48		0.00
IRONWORKER, REINFORCING.....\$ 16.58		0.00
IRONWORKER, STRUCTURAL.....\$ 16.42		0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....\$ 12.97		0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$ 12.99		0.00
LABORER: Common or General.....\$ 10.66		0.00
LABORER: Flagger.....\$ 12.53		0.00
LABORER: Grade Checker.....\$ 12.41		0.00
LABORER: Landscape & Irrigation.....\$ 9.02		0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 13.91		3.50
LABORER: Pipelayer.....\$ 14.82		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 15.66		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 12.88		0.00
OPERATOR: Boom.....\$ 18.95		0.00
OPERATOR: Boring Machine.....\$ 16.23		0.00
OPERATOR: Broom/Sweeper.....\$ 12.70		0.00
OPERATOR: Bulldozer.....\$ 16.00		0.00
OPERATOR: Concrete Finishing Machine.....\$ 15.44		0.00
OPERATOR: Concrete Saw.....\$ 16.22		0.00
OPERATOR: Crane.....\$ 21.66		0.00
OPERATOR: Curb Machine.....\$ 20.76		0.00
OPERATOR: Distributor.....\$ 14.76		0.00
OPERATOR: Drill.....\$ 14.78		0.00
OPERATOR: Forklift.....\$ 16.32		0.00

OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"



**PALM BEACH COUNTY UNIFIED LAND DEVELOPMENT CODE, ARTICLE 14 CHAPTER B, WELLFIELD
PROTECTION PROHIBITIONS, RESTRICTIONS, AND
BEST MANAGEMENT PRACTICES**

PROHIBITIONS AND RESTRICTIONS IN ZONES OF INFLUENCE:

The Wellfield Protection Ordinance was adopted on February 23, 1988 by the Board of County Commissioners. On June 22, 1992, the Ordinance was included as the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection. It's intent is to ensure safe drinking water for the residences of Palm Beach County. The majority of County's drinking water supply comes from groundwater. Hazardous and toxic chemicals present a risk of contamination to our potable water supply.

Article 14 Chapter B, Wellfield Protection, defines and maps out four zones of protection. Facilities that use, handle, store or produce chemicals in quantities greater than or equal to 5 gallons liquid or 25 pounds solid are subject to regulations of the section. Chemicals above this stated quantity are prohibited in Zone 1. Facilities in Zone 2, Zone 3 or Zone 4 may be required to obtain an Operating Permit. Facilities subject to this section are liable for expenses incurred.

The owner or developer that owns property within these zones must notify potential operators of facilities of conflicts with Article 14 Chapter B. A facility which contains tenants who are not advised of the prohibitions and requirements Article 14 Chapter B is subject to Art. 14.B.3.B. Applicability, as shown below.

No building permit or occupational license for any nonresidential activity shall be issued by the County or any municipality located within Palm Beach County that would allow development or construction in Zones 1, 2, 3, or 4, that is contrary to the restrictions and provisions provided in this section. Permits or occupational licenses issued in violation of this section confirm no right or privilege on the grantee and such invalid permits or licenses will not vest rights.

In addition, no new "exfiltration systems", defined as a gallery, perforated or leaky pipe, or similar structure used to dispose of untreated stormwater by subsurface discharge may be constructed in Zone 1 or Zone 2. Installations of sanitary sewer mains in these zones must conform to force main standards, which are indicated in Appendix 5 Minimum Standards for Sewer Pipe Fittings.

Article 14 Chapter B is implemented by the Palm Beach County Department of Environmental Resources Management, 2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400. The Department may take appropriate legal actions as deemed necessary under Art. 14.B.14. Violations, Enforcement and Penalties.

Examples of activities that may be subject to Article 14 Chapter B include but are not restricted to the following:

1. Auto Paint and Body Shops
2. Battery Manufacturers or Repair Shops
3. Carpet Cleaners
4. Commercial Laundries
5. Dry Cleaners
6. Electroplaters, Circuit Board Manufacturers or Metal Finishers
7. Equipment Rental Operations
8. Fiberglass or Acrylic Manufacturers or Formers
9. Fire Extinguisher Repair Operations
10. Food Processors
11. Funeral Homes
12. Furniture Manufacturers
13. Janitorial Suppliers and Portable Toilet Operations
14. Machine Shops
15. Manufacturers using Acids, Caustics or Solvents
16. Medical Facilities
17. Paint Manufacturers
18. Pest Control Operations
19. Photo, Chemical, Industrial and Environmental Laboratories
20. Pool Maintenance Companies
21. Printers and Blueprinters
22. Roofers
23. Service Stations and Fuel Depots
24. Soap and Detergent Manufacturers and Distributors
25. Vehicle Repair Facilities
26. Water Conditioning Companies
27. Transformer Use and Storage Areas

Prohibitions, Restrictions & Best Management Practices

Examples of the types of materials that are regulated are as follows:

Acid and basic cleaning solutions
Antifreeze and coolants
Arsenic and arsenic compounds
Bleaches and peroxides
Brake and transmission fluids
Brine solution
Casting & Foundry chemicals
Caulking agents and sealants
Cleaning solvents
Corrosion and rust prevention solutions
Cutting fluids
Degreasing and parts cleaning solvents
Disinfectants
Electroplating solutions
Explosives
Fertilizers
Fire extinguishing chemicals
Food processing wastes
Formaldehyde
Fuels and fuel additives
Glues, adhesives and resins
Greases
Hazardous waste
Hydraulic fluid
Indicators
Industrial and commercial janitorial supplies
Industrial process chemicals
Industrial sludges and stillbottoms
Inks, printing and photocopying chemicals
Laboratory chemicals
Liquid storage batteries
Medical, Pharmaceutical, dental, veterinary,
and hospital solutions

Mercury and mercury compounds
Metals finishing solutions
Oils
Paints, primers, thinners, dyes, stains, wood preservatives,
varnishing and cleaning compounds
Painting solvents
PCB's
Pesticides and herbicides
Plastic resins, plasticizers
and catalysts
Photo development chemicals
Poisons
Polishes
Pool chemicals
Processed dust and particulates
Radioactive sources
Reagents and standards
Refrigerants
Roofing chemicals and sealers
Sanitizer, disinfectants,
bactericides, and algacides
Soaps, detergents and
surfactants
Solders and fluxes
Stripping compounds
Tanning industry chemicals
Transformer and capacitor oils/fluids
Waste oils and antifreeze
Water and wastewater
treatment chemicals

BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY:

- A. The general contractor, or if none, the property owner, shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.
- C. Each contractor shall familiarize himself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.
- D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:

- 1. Name of Project _____
- 2. Property Control # _____
- 3. Address of Project _____
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

- 1. If individual, provide full legal name _____
Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

- 2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership _____

Address _____

Telephone _____

Relationship to corporation or partnership _____

- 3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

<u>Type of Substance</u>	<u>Approximate Quantity</u>
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public, State of Florida

Return Original to Department of Environmental Resources Management

2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400

Copy to Applicant/ Copy to Local Agency

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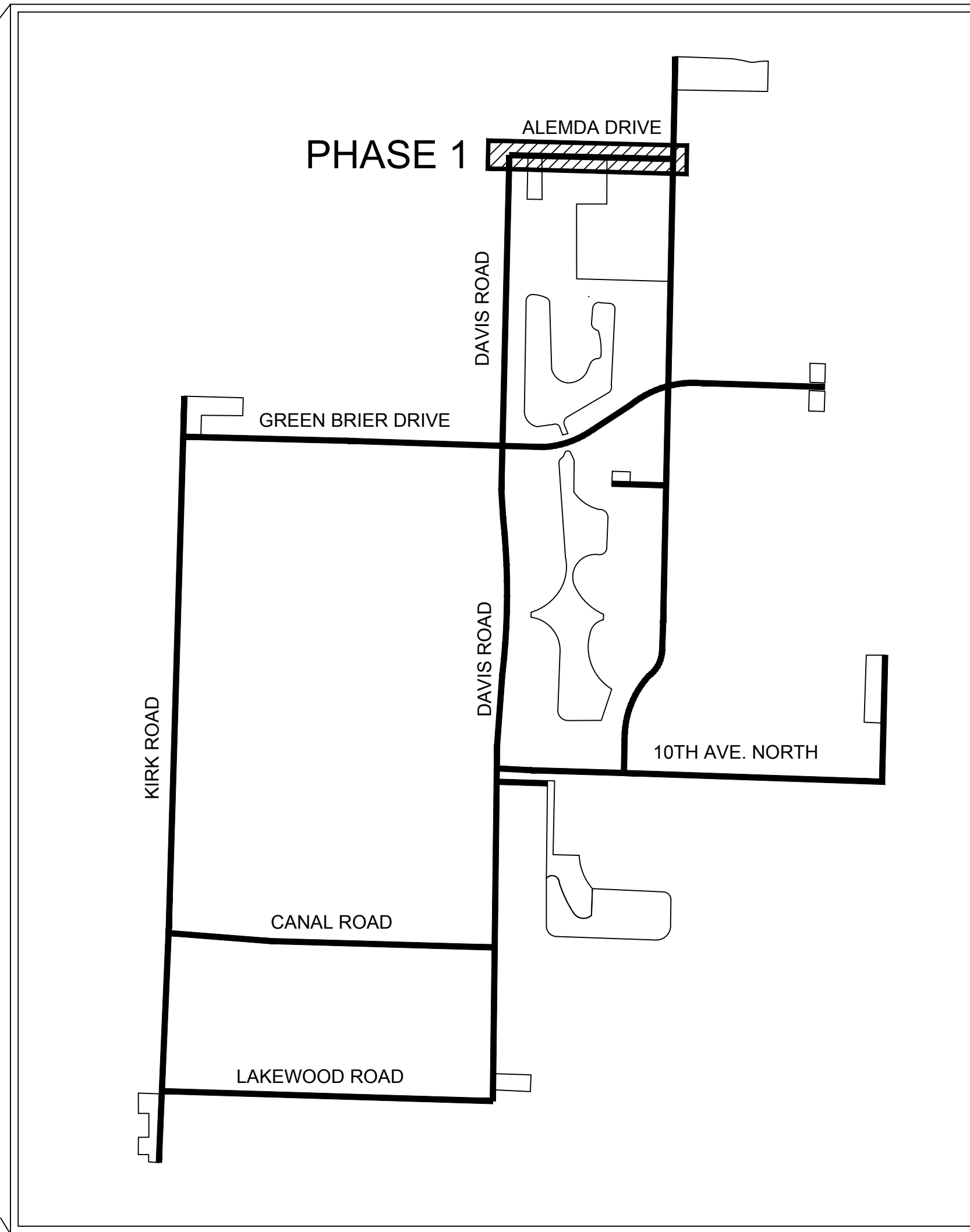
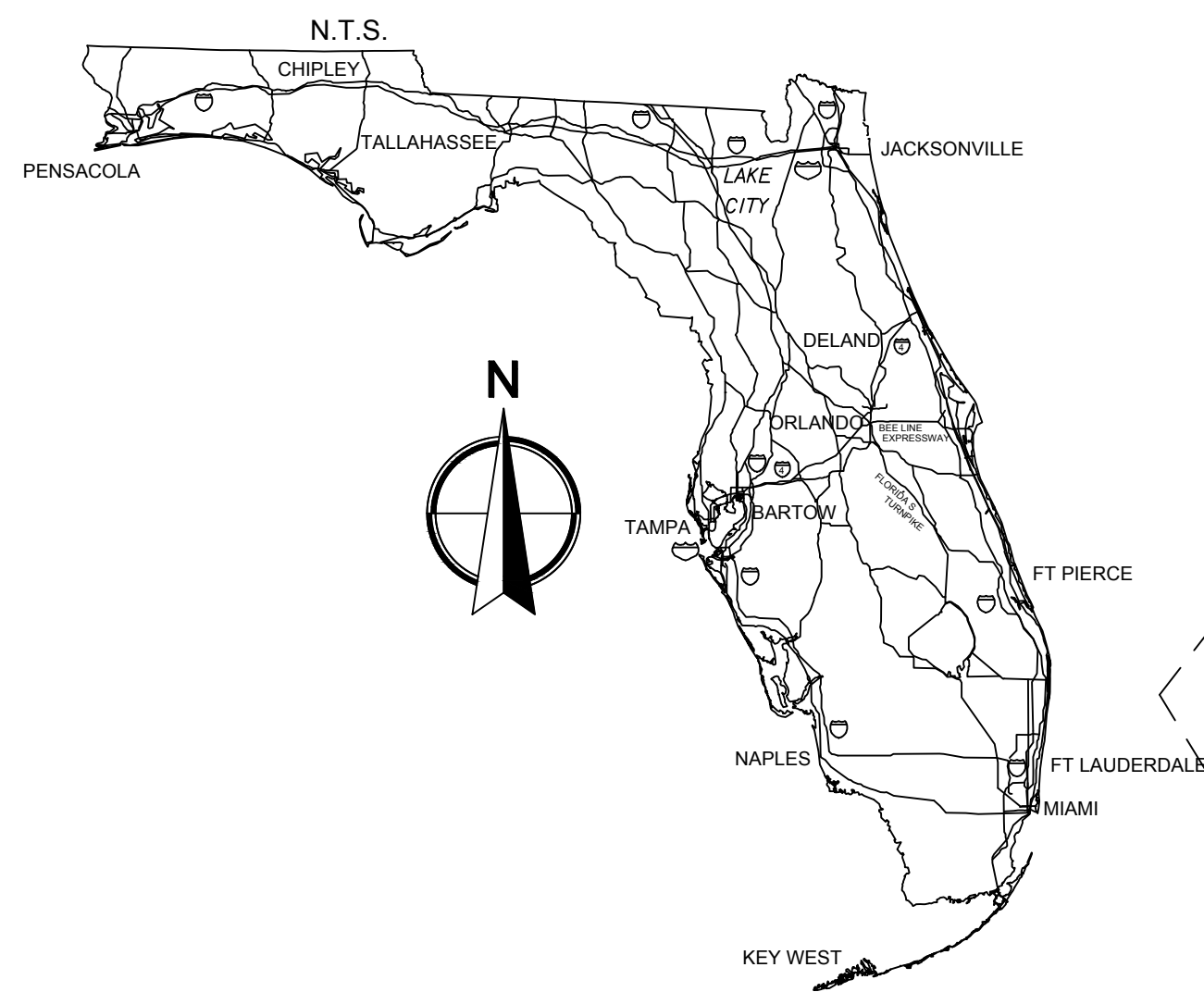
VILLAGE OF PALM SPRINGS

PARK CONNECTOR PATHWAY PHASE 1

100% CONSTRUCTION DOCUMENTS - BID SET



LOCATION MAP



SHEET INDEX

CIVIL PLANS

C-101
C-102

PAVING AND GRADING PLAN
PAVING AND GRADING PLAN

HARDSCAPE PLANS

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LH-500 - LH501
LH-600

HARDSCAPE PLANS
HARDSCAPE DETAILS
HARDSCAPE MATERIAL SCHEDULE

LANDSCAPE PLANS

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LD-500
LP-100 - LP-102
LP-500
LP-600

TREE DISPOSITION PLAN
TREE DISPOSITION LIST
LANDSCAPE PLAN
LANDSCAPE DETAILS
LANDSCAPE NOTES AND SPCIFICATIONS

IRRIGATION PLANS

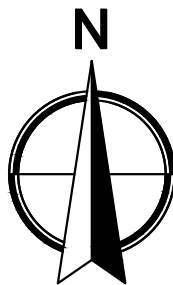
IP-100 - IP-102
IP-500

IRRIGATION PLAN
IRRIGATION NOTES AND DETAILS

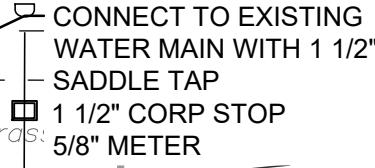
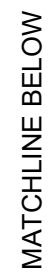
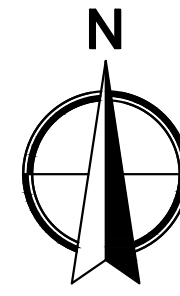
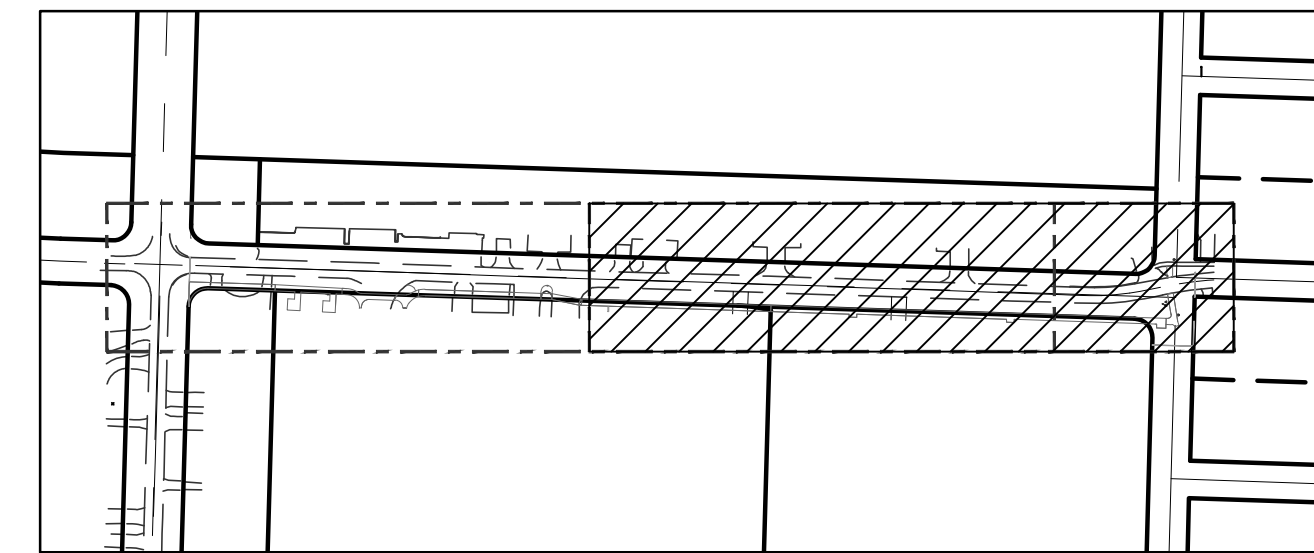
ELECTRICAL PLANS

E0.01
E1.00

ELECTRICAL SYMBOL PLAN
ELECTRICAL SITE PLAN



1. THE VILLAGE OF PALM SPRINGS TO OBTAIN WRITTEN AGREEMENT BETWEEN THE VILLAGE AND FIRST PRESBYTERIAN CHURCH ALLOWING IMPROVEMENTS ON THE CHURCH'S PROPERTY. CONTRACTOR TO OBTAIN AGREEMENT PRIOR TO BEGINNING CONSTRUCTION.



Asphalt

ADA DETECTABLE WARNING
REFERENCE HARDSCAPE
PLANS FOR SIDEWALK
DETAILS

PROPOSED SIGNAGE.
SEE HARDSCAPE PLANS

CONNECT TO EX
SIDEWALK AND
MATCH GRADES

PHASE II
T OF W

ALL ELEVATIONS REFERENCED HEREIN
ARE BASED ON THE NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD88)

$$NGVD - 1.50' = NAVD 88$$

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
TYPE A	P.C. & P.T. OF CURVES, JUNCTION OF EXIST. & NEW SIDEWALK
TYPE B	5'-0" CENTER TO CENTER ON SIDEWALKS
TYPE C	WHERE SIDEWALK ABUTS CONCRETE CURB, DRIVEWAYS, & SIMILAR STRUCTURES

SCALE: NONE

1. SIDEWALKS TO BE PORTLAND CEMENT CONCRETE
MIN 3000 PSI @ 28 DAYS.
2. BASE TO BE 6" COMPACTED SOIL
(NO VAPOR BARRIER)
3. SIDEWALKS TO BE BROOMED FINISHED WITH EVEN
DUSTLESS SURFACE.
4. SIDEWALKS SHALL CONFORM TO F.D.O.T.
STANDARD INDEX NO. 310, LATEST REVISION.

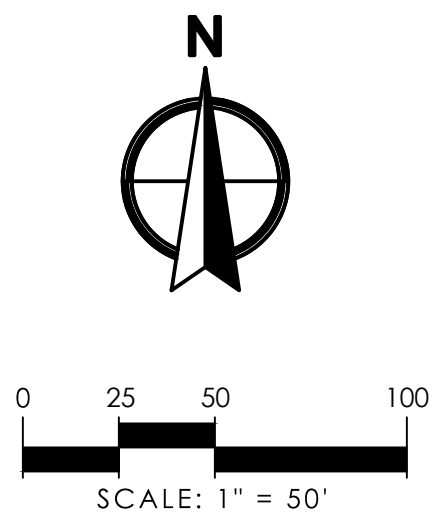
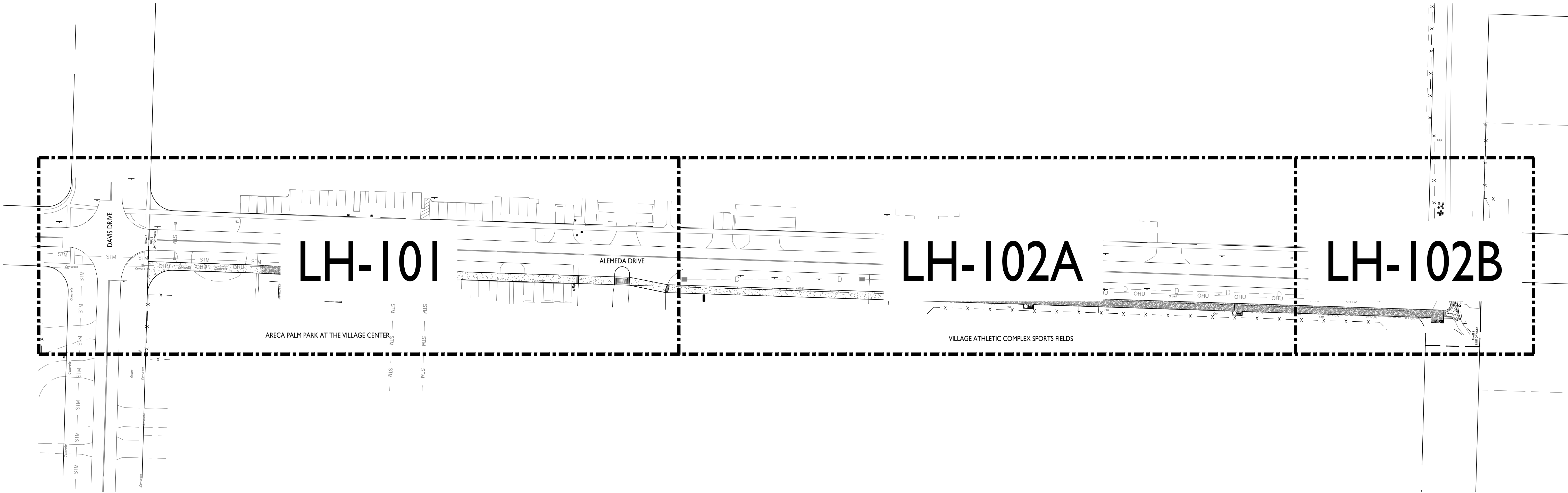
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JOB NO.	3527.01
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CHECK BY	CJH
DATE	12/20/19

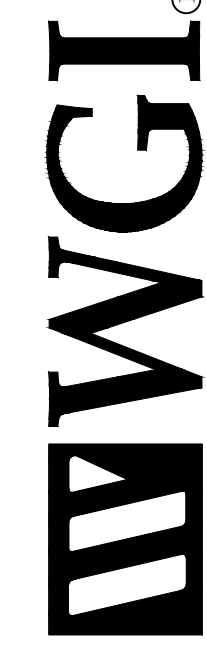
ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
PAVING AND GRADING PLAN

SHEET:
C-102

Kirsten Siegel C:\pwworking\wgir15\553257.01_LH.dwg — Plotted: 12/20/2019 12:17:58 PM Saved: 12/20/2019 12:16:52 PM





2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

REVISIONS		BY	
NO.	DATE	DESCRIPTION	

CAD	
JOB NO.	3527.01
DRAWN BY	KS/BJ
CHECK BY	KS/JM
DATE	12/20/2019

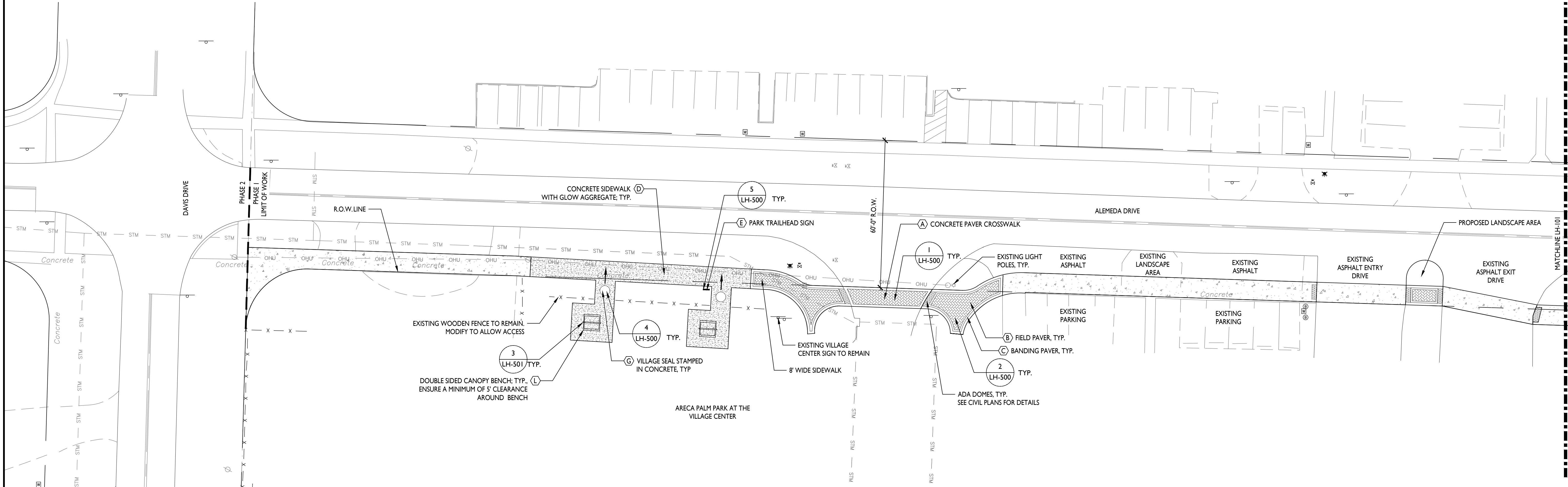
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Kirsten Siegel
PLA# LA6667375

BID SET

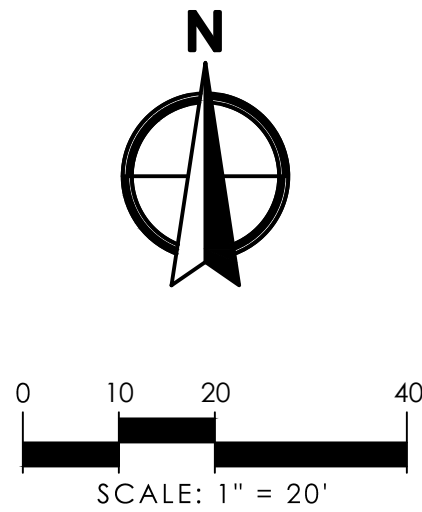
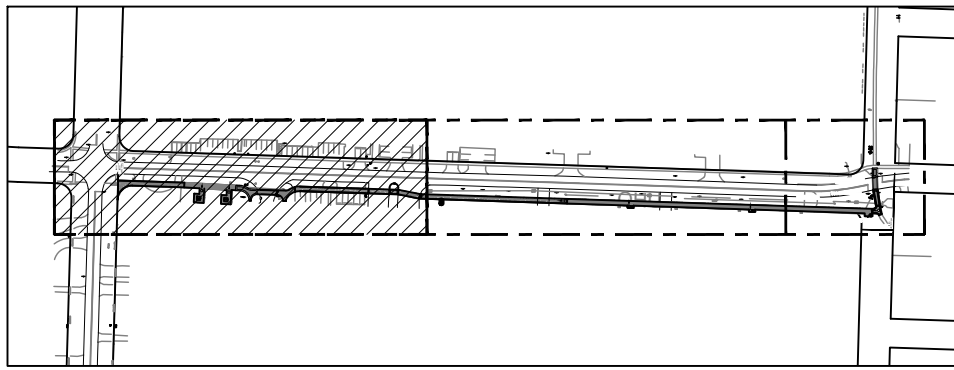
VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
LANDSCAPE PLAN

SHEET:
LH-100

Kirsten Siegel C:\pwworking\wgir15\5532527_01_LH.dwg — Plotted: 12/20/2019 12:18:03 PM Saved: 12/20/2019 12:16:52 PM



SHEET KEY MAP



WGI®

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

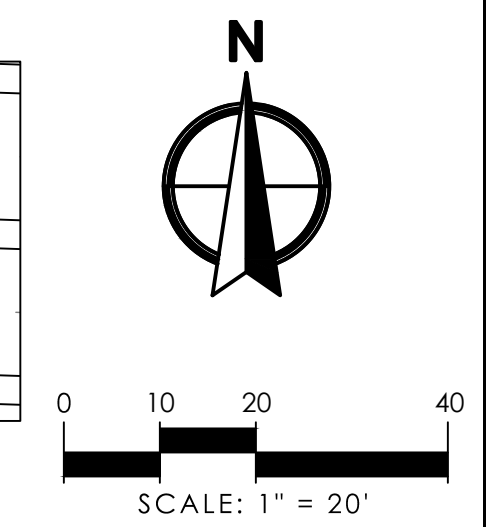
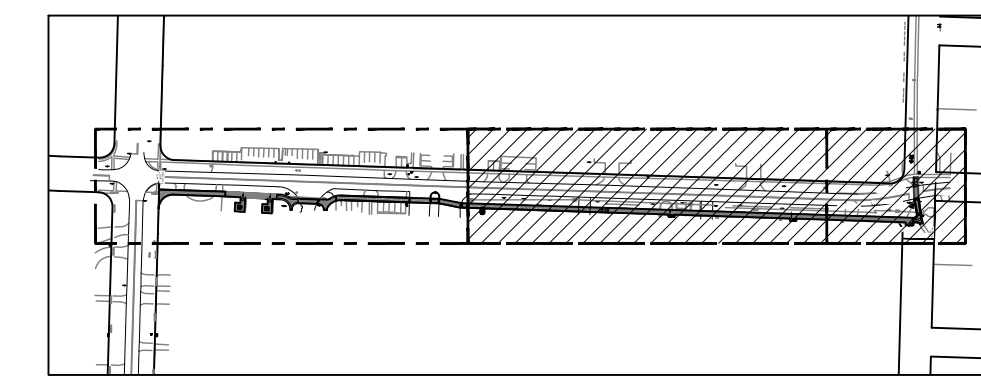
REVISIONS		BY
NO.	DESCRIPTION	

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	CHECK BY	KS/JM
	DATE	12/20/2019

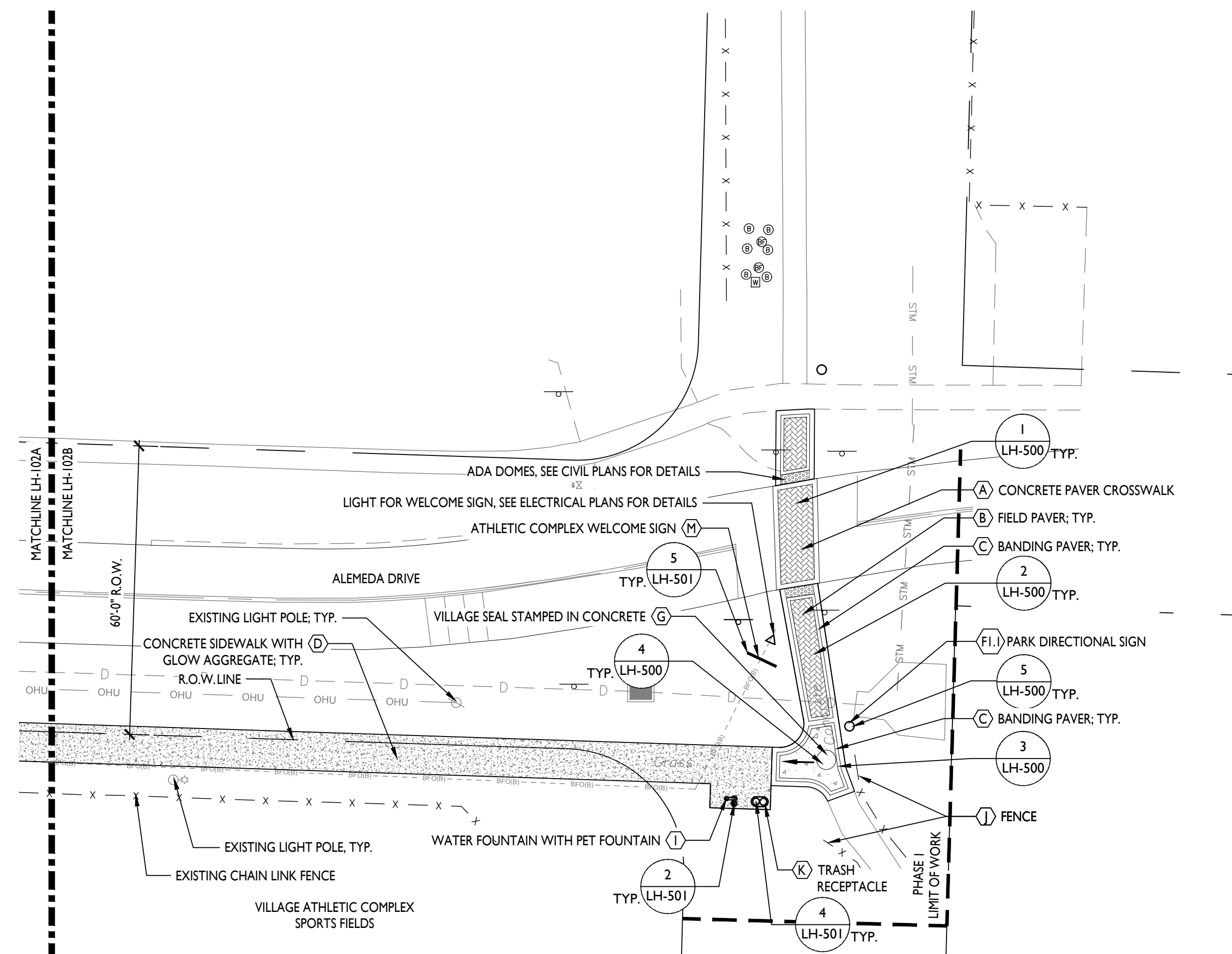
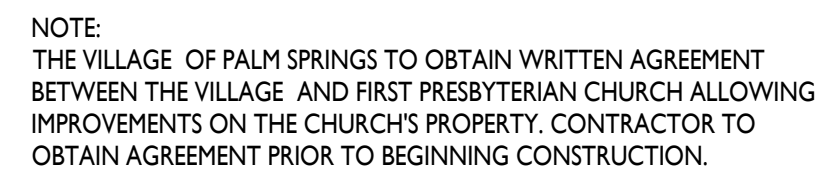
LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
HARDSCAPE PLAN

SHEET:
LH-101



WGI®
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 466.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055



CAD	NO.	DATE	REVISIONS		BY
			DESCRIPTION		
JOB NO.	3527 01				
DRAWN BY	KS/BJ				
CHECK BY	KS/JM				
DATE	12/20/2019				

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS PARK CONNECTOR PATHWAYS PHASE 1 HARDSCAPE PLAN

SHEET:
LH-102

[illegible]

JOB NO.	3527.01
DRAWN BY	KS/BJ
CHECK BY	KS/JM
DATE	12/20/2019

LANDSCAPE ARCHITECT OF RECORD
 Kirsten Siegel
 LA# LA6667375

MID SET

VILLAGE OF PALM SPRINGS

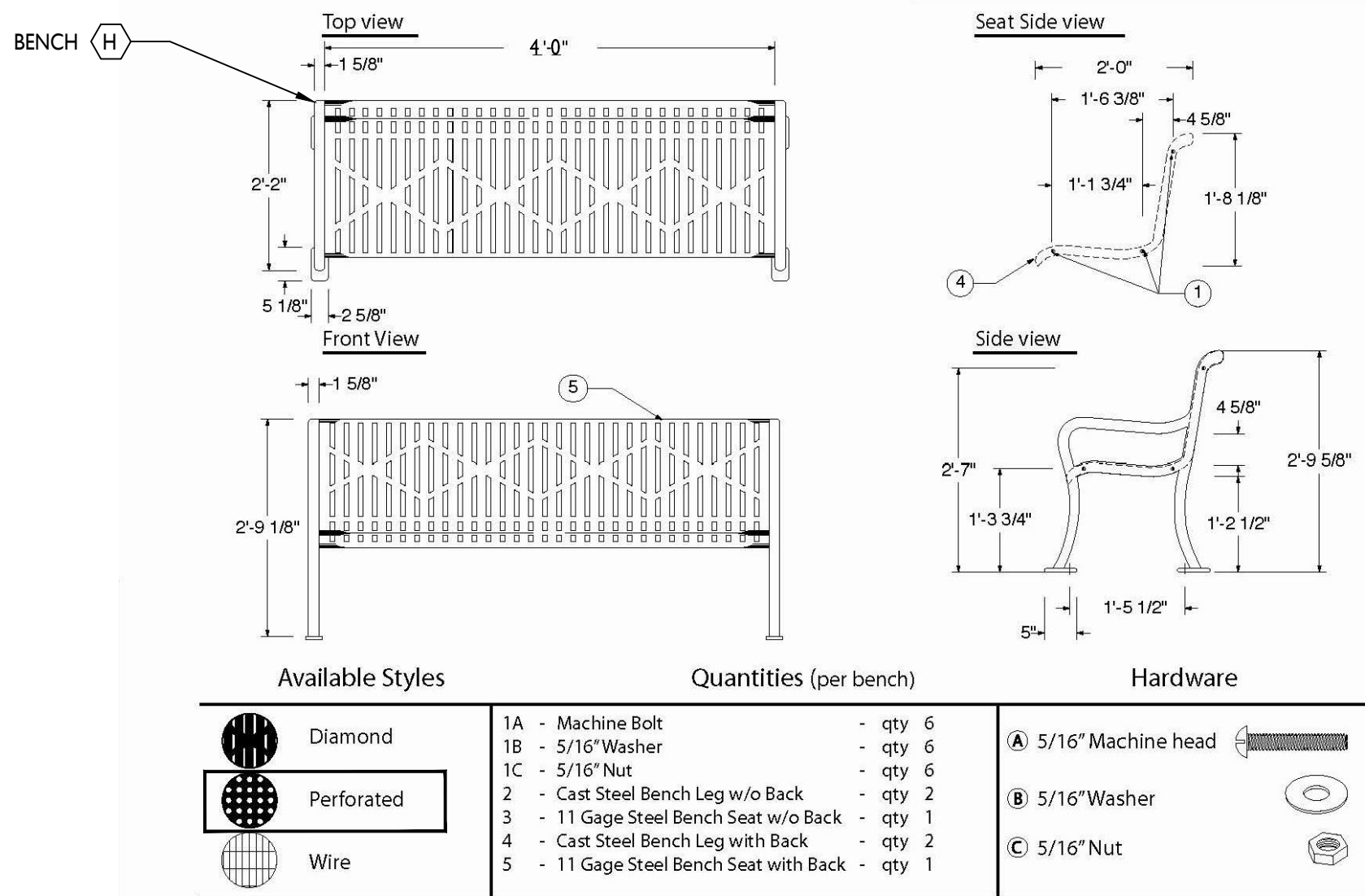
PARK CONNECTOR PATHWAYS PHASE 1

HARDSCAPE DETAILS

SHEET:
H-500

Kristen Siegel, C:\pwworking\1515533352\01_LH-501.dwg -- Plotted: 12/20/2019 12:23:46 PM Saved: 12/20/2019 12:23:00 PM

Roll Formed Bench(Diamond, Perforated, Personalized)



3350 NW Boca Raton Blvd., Suite B2 Boca Raton, FL, 33431
Phone: 561.620.7878 Fax: 561.620.8668

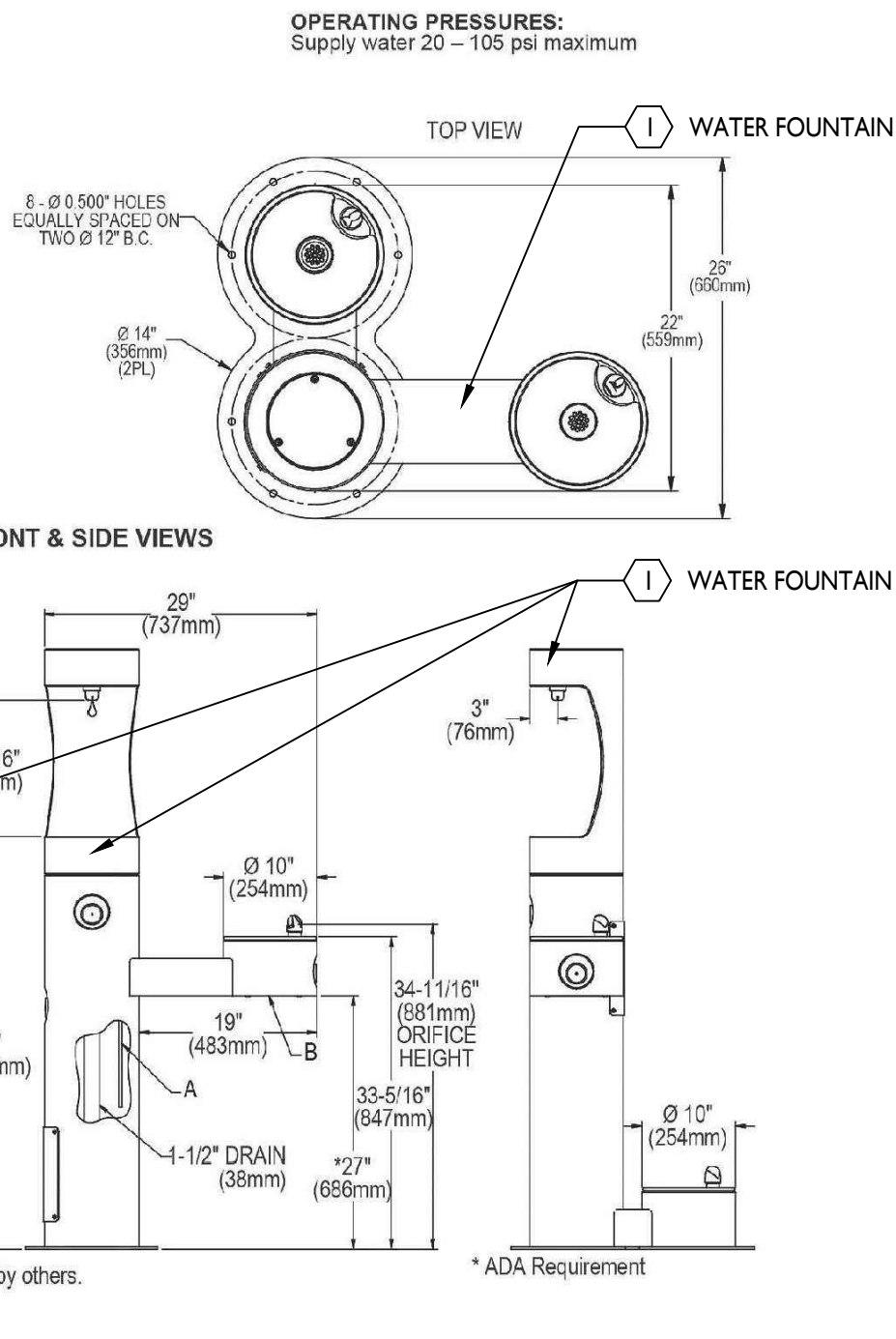
GROUND MOUNTED BENCH

SCALE: $\frac{1}{2}" = 1'$

Halsey Taylor.
SPECIFICATIONS

Halsey Taylor Outdoor HydroBoost Bottle Filling Station
Bi-Level with Pet Station Non-Filtered Non-Refrigerated
Model 4420BF1UDB

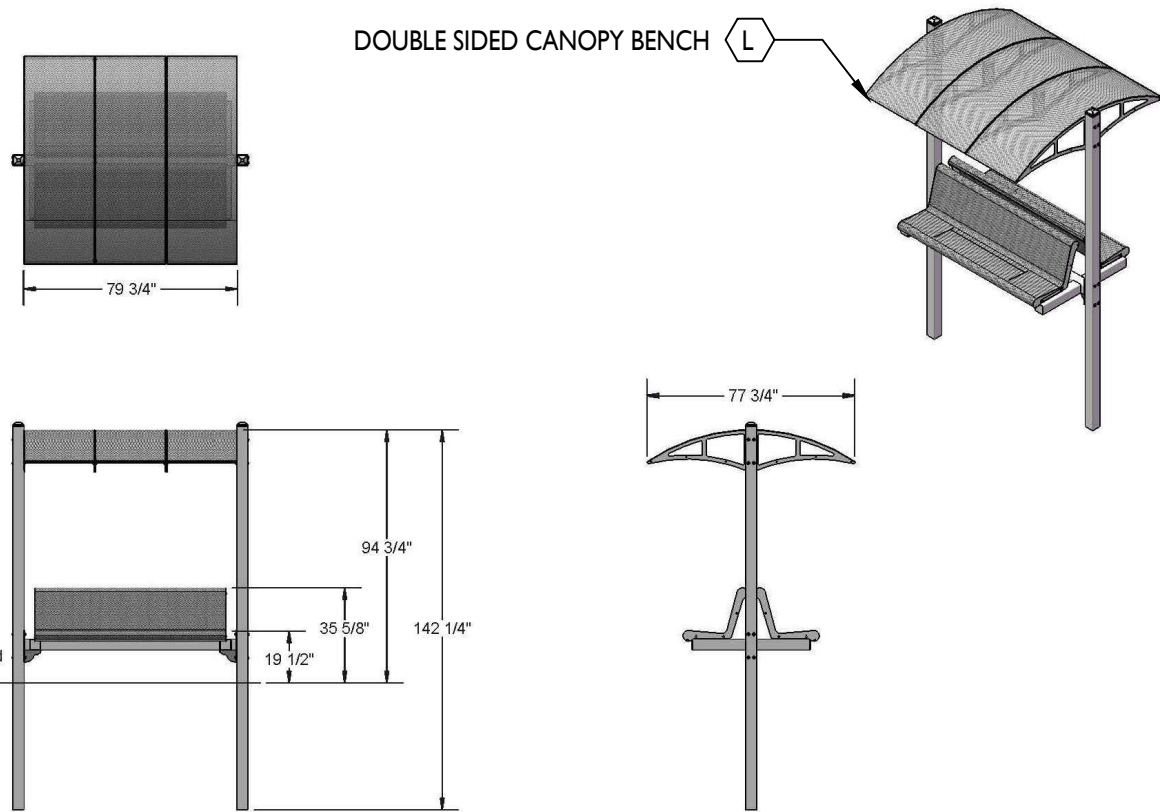
MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS
Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended). Mount on a smooth, flat, finished surface with adequate support (300 lb. load minimum). Secure unit with (8) 3/8" minimum fasteners (not included). Refer to rough-in. Should be attached firmly to mounting surface in order to secure unit.
Modified low stream height bubbler for pet fountain.
Locate and install plumbing through ground as required.
NOTE: Unit is not furnished with service valve.
Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.
Trap and service stop not included.



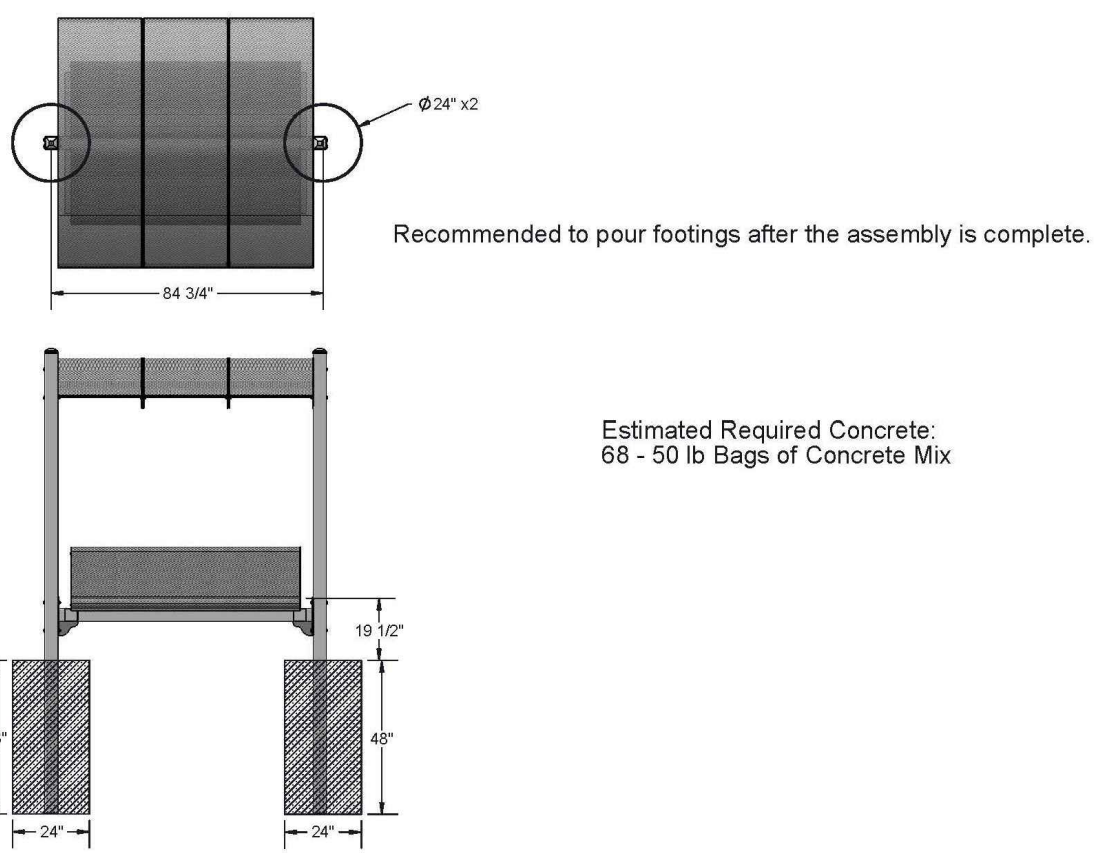
BI-LEVEL WATER FOUNTAIN WITH PET FOUNTAIN

NTS

OVERALL DIMENSIONS



FOOTINGS

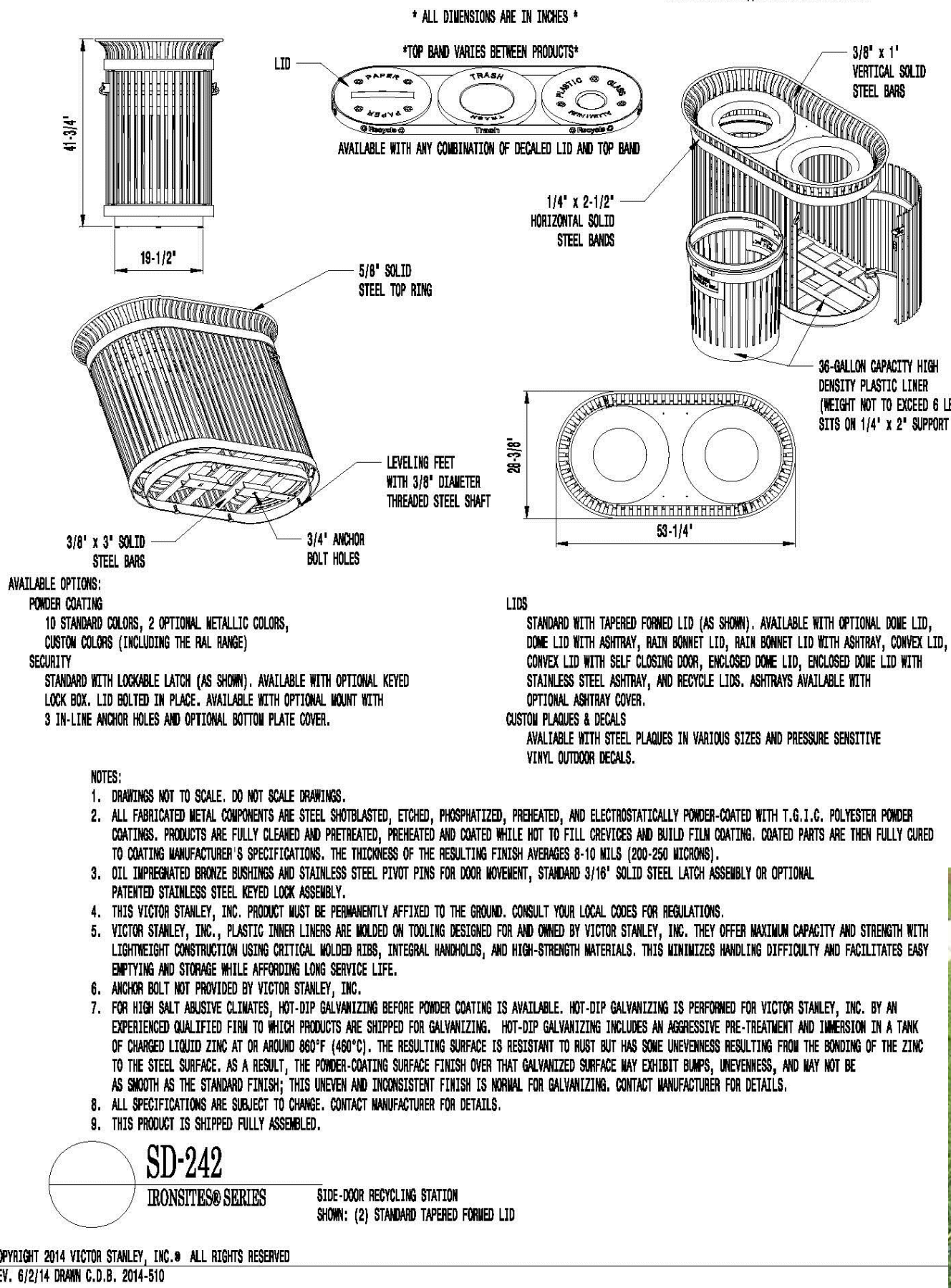


Estimated Required Concrete:
68 - 50 lb Bags of Concrete Mix

DOUBLE SIDED CANOPY BENCH

NTS

VICTOR STANLEY, INC.
Manufacturers of Quality Site Furnishings since 1963.



TRASH RECEPTACLE

NTS



ATHLETIC COMPLEX WELCOME SIGN

ATHLETIC COMPLEX WELCOME SIGN

NTS

BID SET

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MATERIALS SCHEDULE					
KEYNOTE CODE	MATERIAL	MANUFACTURER OR DISTRIBUTOR	SERIES, MODEL AND SIZE	COLOR, FINISH AND PATTERN	RECOMMENDATIONS AND NOTES
A	VEHICULAR GRADE CONCRETE PAVERS FOR CROSSWALKS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 80 MM PAVERS (3-1/8")	LION'S BRIDGE STANDARD FINISH HERRINGBONE	REFER TO DETAIL 1/LH-500, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
B	CONCRETE FIELD PAVERS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 60 MM PAVERS (2-3/8")	LION'S BRIDGE STANDARD FINISH HERRINGBONE	REFER TO DETAIL 2/LH-500, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
C	CONCRETE BANDING PAVERS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 60 MM PAVERS (2-3/8")	LION'S BRIDGE STANDARD FINISH SOLDIER COARSE	REFER TO DETAILS 2&3/LH-501, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
D	GLOW AGGREGATE	AGT AMBIENT GLOW TECHNOLOGY	AGGREGATE GLOW STONE, 12MM (½")	AQUA BLUE DENSITY: GLOW STONE EVERY 1-2" EXPOSED AGGREGATE	IF CONCRETE RETARDER IS REQUIRED/ USED; MUST USE TOPCAST BRAND CONCRETE RETARDER; REFER TO CIVIL PLANS FOR CONCRETE SIDEWALK DETAILS AND SUB-BASE CONSTRUCTION; INSTALL PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE MOCK UP TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
E	PARK TRAIL HEAD SIGN	FERRIN SIGNS INC WWW.FERRINSIGNS.COM 1-844-885-8712	CUSTOM	CUSTOM TO MATCH EXISTING	REFER TO DETAIL 5/LH-500 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
F	PARK DIRECTIONAL SIGN	FERRIN SIGNS INC WWW.FERRINSIGNS.COM 1-844-885-8712	CUSTOM	CUSTOM TO MATCH EXISTING	REFER TO DETAIL 5/LH-500 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
G	VILLAGE SEAL CUSTOM CONCRETE STAMP	SCOFIELD SYSTEMS MARSHALL HOSKINS 803-636-6646 MARSHALL@BUTTERFIELDCOLOR.COM WWW.SCOFILED.COM/STAMPED-CONCRETE.HTML	CUSTOM 48" DIAMETER CIRCLE	VILLAGE OF PALM SPRINGS SEAL	REFER TO DETAIL 4/LH-500 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO FABRICATION OF STAMP
H	GROUND MOUNTED BENCH	HIGHLAND PRODUCTS GROUP LLC. WWW.THEPARKCATALOG.COM 866-280-9894	166-1161 4' ROLLED FORM PERFORATED BENCH WITH ARMS	BLUE, THERMOPLASTIC-COATED METAL (GRAFFITI PROOF) PERFORATED PATTERN	REFER TO DETAIL 1/LH-501; BENCH TO BE BOLTED TO GROUND FOR SECURITY INSTALL PER MANUFACTURER'S RECOMMENDATIONS
I	WATER FOUNTAIN	HALSEY TAYLOR	MODEL: 4420BF1UDB HYDROBOOST BOTTLE FILLING STATION BI-LEVEL WITH PET FOUNTAIN	EVERGREEN (EVG)	REFER TO DETAIL 2/LH-501 INSTALL PER MANUFACTURER'S RECOMMENDATIONS
J	FENCE	LIBERTY CATWALKS WWW.LIBERTYCATWALKS.COM	TO MATCH EXISTING WHITE COATED ALUMINUM FENCE (VILLAGE STANDARD)	WHITE POWDER COATED ALUMINUM	INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
K	TRASH RECEPTACLE	VICTOR STANLEY WWW.VICTORSTANLEY.COM	MODEL: SD-242 RECYCLING STATION SPHERICAL DOME LID WITH DOOR WITH BAND DECAL	GREEN	REFER TO DETAIL 4/LH-501 INSTALL PER MANUFACTURER'S RECOMMENDATIONS
L	DOUBLE SIDED CANOPY BENCH	ULTRA SITE PARKWAREHOUSE.COM	SKU: 622BE840-2 6' DOUBLE SIDED CANOPY BENCH	BLUE THERMOPLASTIC WITH BLUE POWER COATED FRAME PERFORATED/PUNCHED STEEL PATTERN (CIRCLE PATTERN)	REFER TO DETAIL 3/LH-501 INSTALL PER MANUFACTURER'S RECOMMENDATIONS
M	ATHLETIC COMPLEX WELCOME SIGN	FERRIN SIGNS INC WWW.FERRINSIGNS.COM 1-844-885-8712	TO MATCH EXISTING PARK SIGNS	CUSTOM TO MATCH EXISTING	REFER TO DETAIL 5/LH-501 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL

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NO.	DATE	DESCRIPTION	

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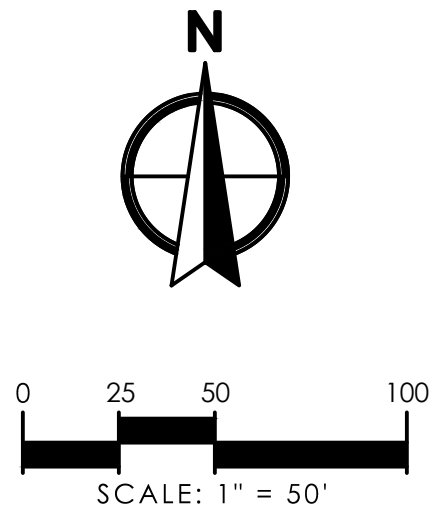
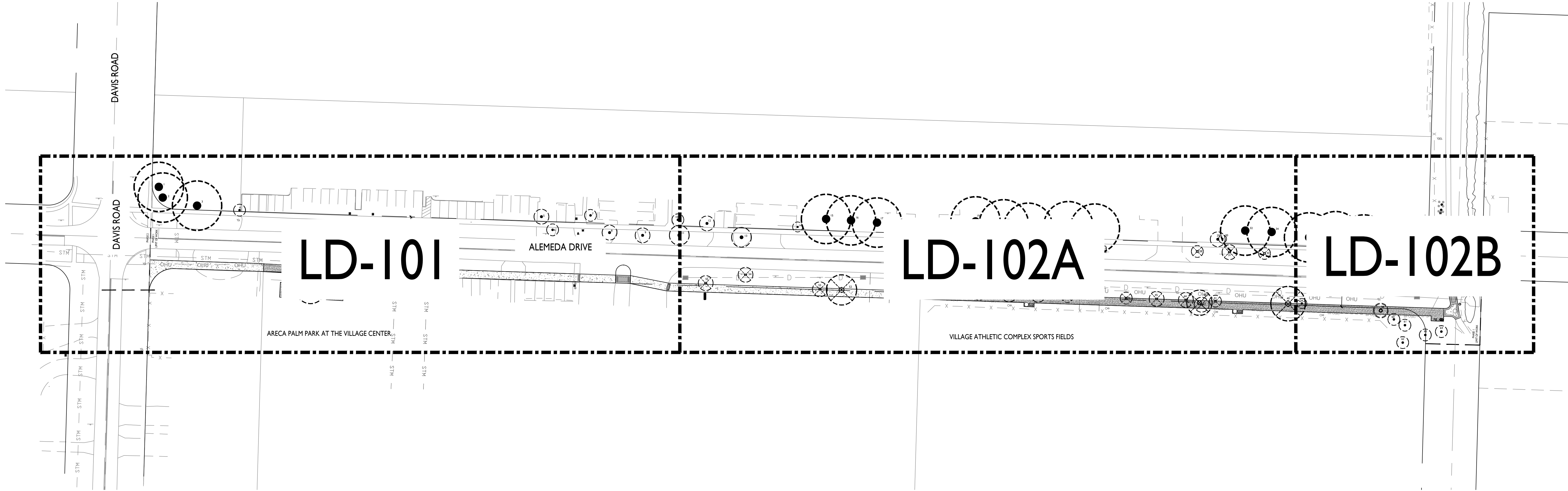
LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

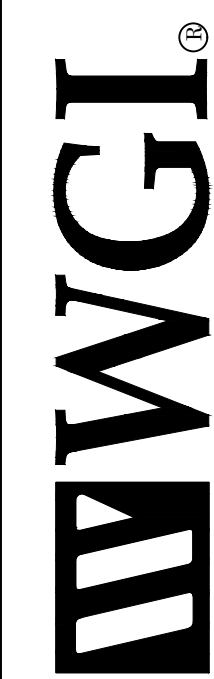
BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
HARDSCAPE MATERIAL SCHEDULE

SHEET:
LH-600

Kirsten Siegel C:\pwworking\wgir151543\3527_01_LD.dwg — Plotted: 12/20/2019 12:18:12 PM Saved: 12/20/2019 12:15:05 PM





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Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

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CHECK BY	KS/JM	
DATE	12/20/2019	

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
OVERALL TREE DISPOSITION PLAN

SHEET:
LD-100

TREE/ PALM TO BE REMOVED

WGI®
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Cert No. 6091 - LB No. 7055

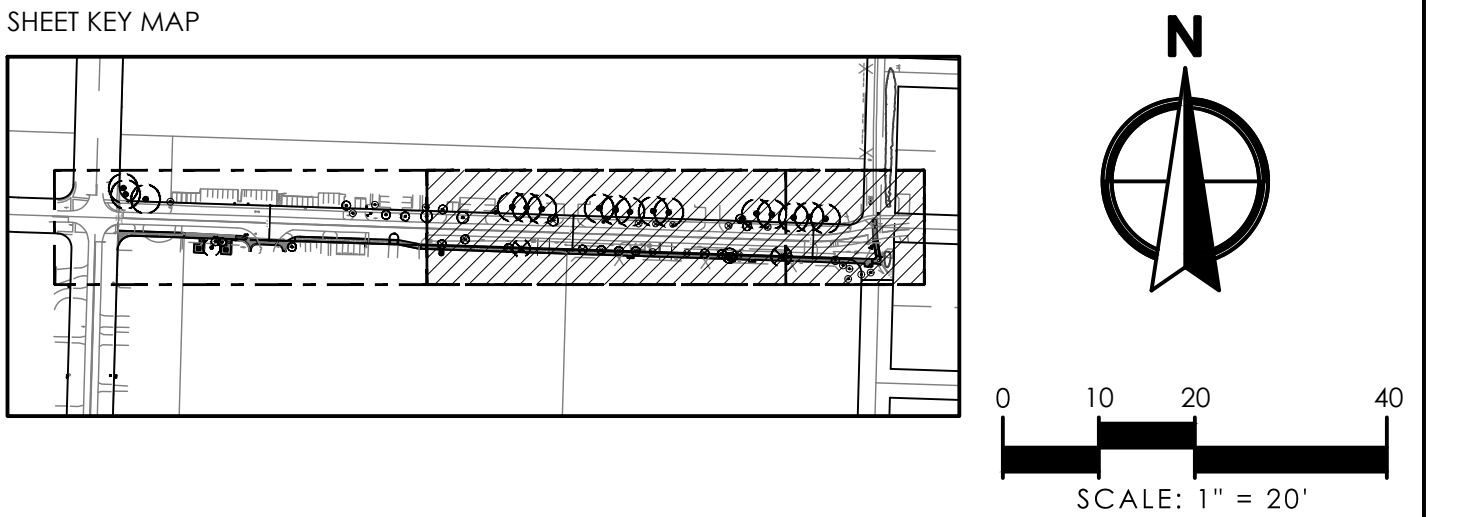
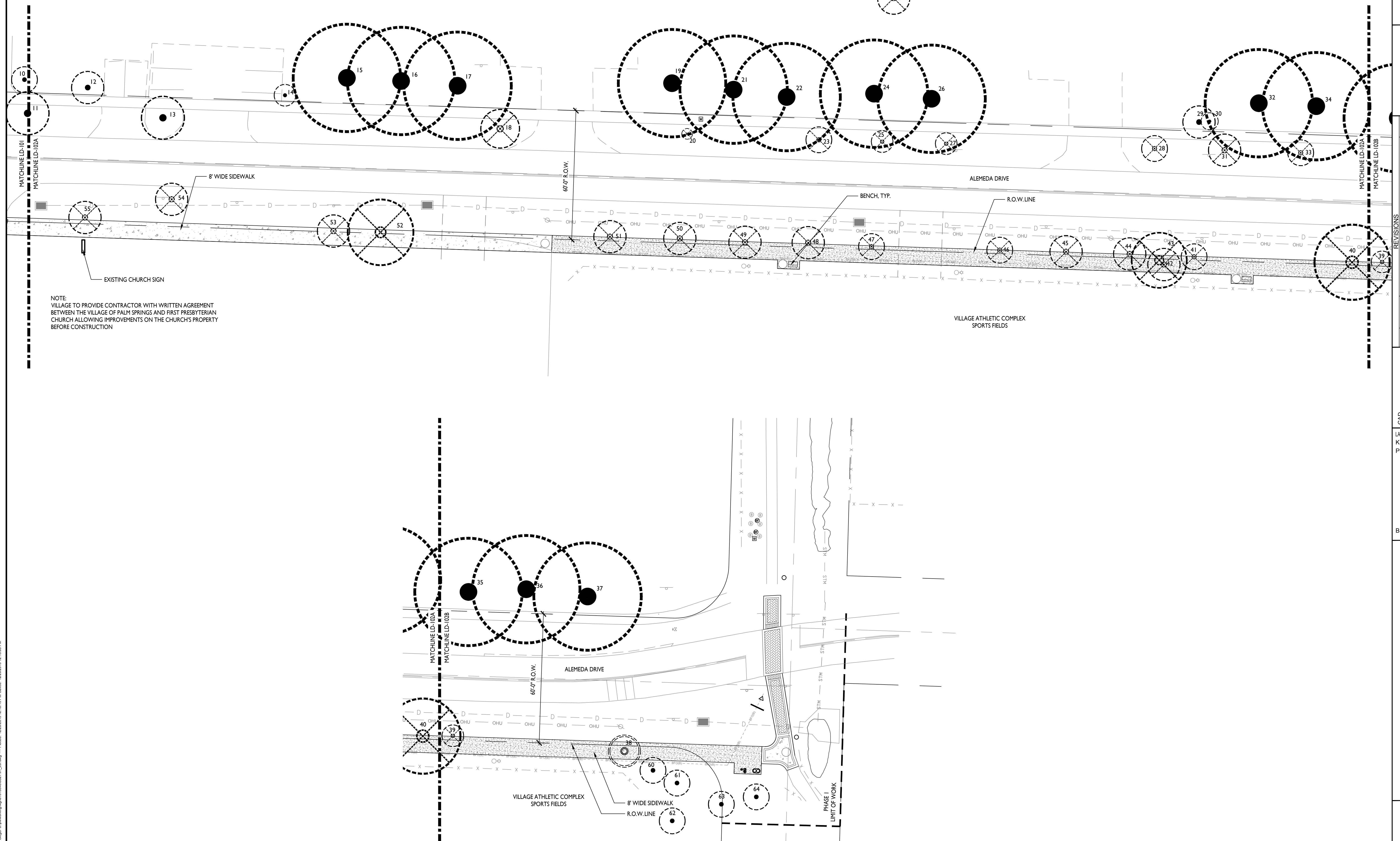
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DATE	12/20/2019			

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
TREE DISPOSITION PLAN**

SHEET:
LD-101



LEGEND

	TREE/ PALM TO PRESERVE
	TREE/ PALM TO BE RELOCATED
	TREE/ PALM TO BE REMOVED

CAD	NO.	DATE	DESCRIPTION	REVISIONS	BY
JOB NO.	3527 01				
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DATE	12/20/2019				

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
TREE DISPOSITION PLAN**

SHEET:
LD-102

Tag #	Common Name	Scientific Name	DBH (inches)	Disposition	Notes
1	Live Oak	<i>Quercus virginiana</i>	18	Preserve	Out of R.O.W.
2	Live Oak	<i>Quercus virginiana</i>	18	Preserve	Out of R.O.W.
3	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
4	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	Out of R.O.W.
5	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	Out of R.O.W.
6	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	
7	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	Out of R.O.W.
8	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
9	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
10	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	Out of R.O.W.
11	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
12	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	Out of R.O.W.
13	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
14	Sabal Palm	<i>Sabal palmetto</i>	14	Preserve	Out of R.O.W.
15	Live Oak	<i>Quercus virginiana</i>	24	Preserve	Out of R.O.W.
16	Live Oak	<i>Quercus virginiana</i>	36	Preserve	Out of R.O.W.
17	Live Oak	<i>Quercus virginiana</i>	24	Preserve	Out of R.O.W.
18	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Remove	
19	Live Oak	<i>Quercus virginiana</i>	24	Preserve	Out of R.O.W.
20	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Remove	
21	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
22	Live Oak	<i>Quercus virginiana</i>	36	Preserve	Out of R.O.W.
23	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Remove	
24	Live Oak	<i>Quercus virginiana</i>	24	Preserve	Out of R.O.W.
25	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Remove	
26	Live Oak	<i>Quercus virginiana</i>	24	Preserve	Out of R.O.W.
27	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Remove	
28	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Remove	
29	Silk Oak	<i>Grevillea robusta</i>	15	Preserve	Out of R.O.W.
30	Solitaire Palm	<i>Ptychosperma elegans</i>	6	Preserve	Out of R.O.W.
31	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Remove	
32	Live Oak	<i>Quercus virginiana</i>	18	Preserve	Out of R.O.W.
33	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Remove	
34	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
35	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
36	Live Oak	<i>Quercus virginiana</i>	18	Preserve	Out of R.O.W.
37	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
38	Gumbo Limbo	<i>Bursera simaruba</i>	15	Relocate	Out of R.O.W.
39	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Remove	
40	Weeping Fig	<i>Ficus benamina</i>	48	Remove	
41	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Remove	
42	Carrotwood	<i>Cupaniopsis anacardiodes</i>	8	Remove	Out of R.O.W. Category I Invasive
43	Gumbo Limbo	<i>Bursera simaruba</i>	12	Remove	Has an invasive exotic tree attached. Not relocatable
44	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Remove	
45	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Remove	
46	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Remove	
47	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Remove	
48	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Remove	
49	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Remove	
50	Sabal Palm	<i>Sabal palmetto</i>	7	Remove	
51	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Remove	
52	Live Oak	<i>Quercus virginiana</i>	26	Remove	Damaged Trunk at Base
53	Royal Palm	<i>Roystonea regia</i>	10	Remove	
54	Sabal Palm	<i>Sabal palmetto</i>	20	Remove	
55	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Remove	
56	Christmas Palm	<i>Veitchia merrillii</i>	6	Preserve	Out of R.O.W., Triple
57	Royal Palm	<i>Roystonea regia</i>	10	Preserve	Out of R.O.W.
58	Royal Palm	<i>Roystonea regia</i>	9	Preserve	Out of R.O.W.
59	Live Oak	<i>Quercus virginiana</i>	30	Preserve	Out of R.O.W.
60	Chinese Fan Palm	<i>Livistona chinensis</i>	59	Preserve	Out of R.O.W.
61	Canary Island Date Palm	<i>Phoenix canariensis</i>	18	Preserve	Out of R.O.W.
62	Chinese Fan Palm	<i>Livistona chinensis</i>	10	Preserve	Out of R.O.W.
63	Coconut Palm	<i>Cocos nucifera</i>	6	Preserve	Out of R.O.W.
64	Sabal Palm	<i>Sabal palmetto</i>	13	Preserve	Out of R.O.W.
Palms/ Trees Preserved: 38 Palms/ Trees Relocated: 1 Palms/ Trees Removed: 25					



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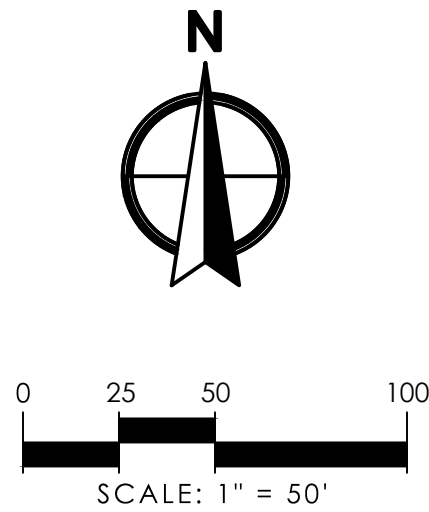
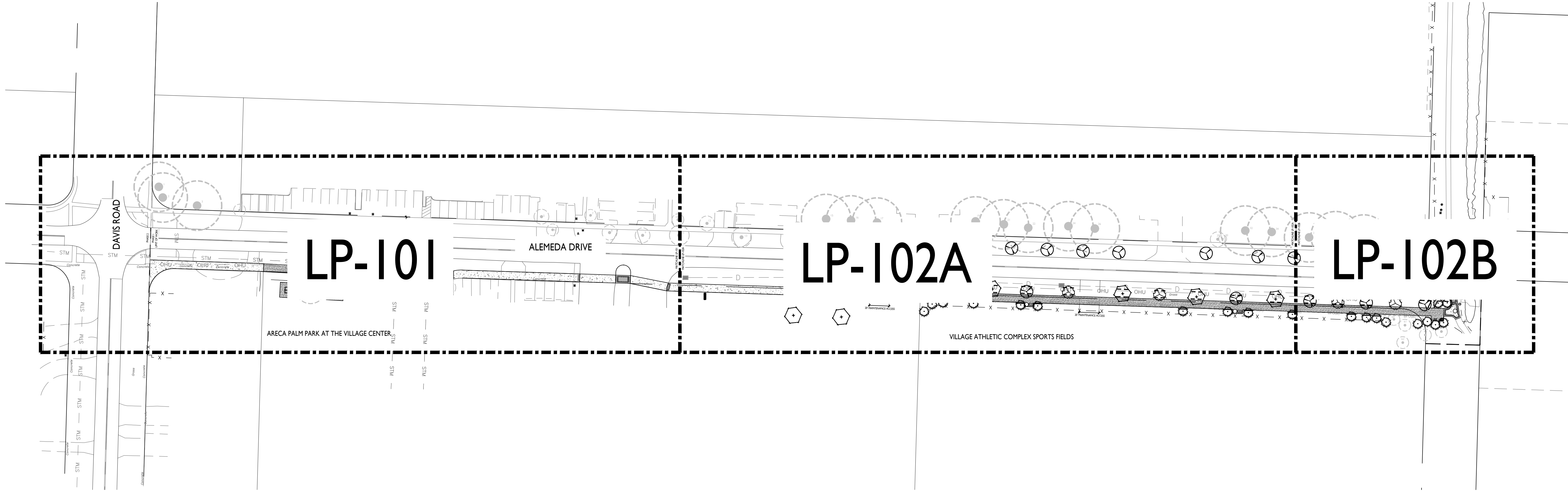
LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
TREE DISPOSITION LIST

SHEET:
LD-500

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VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
LANDSCAPE PLAN

SHEET:
LP-100

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12/20/2019			

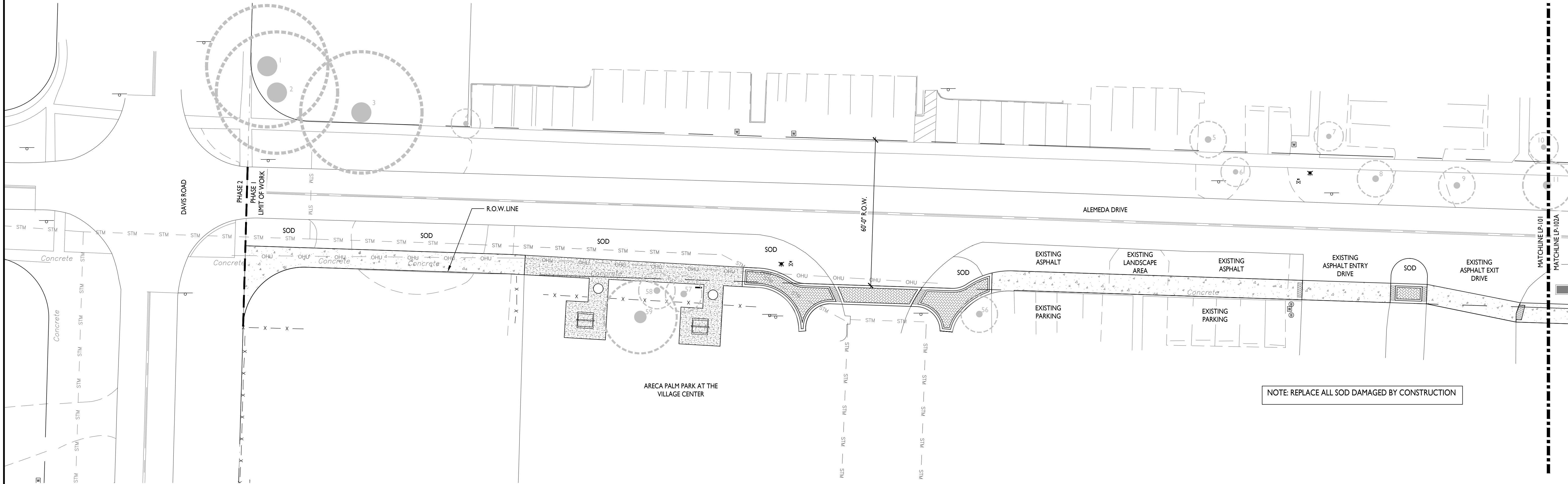
LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

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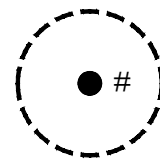


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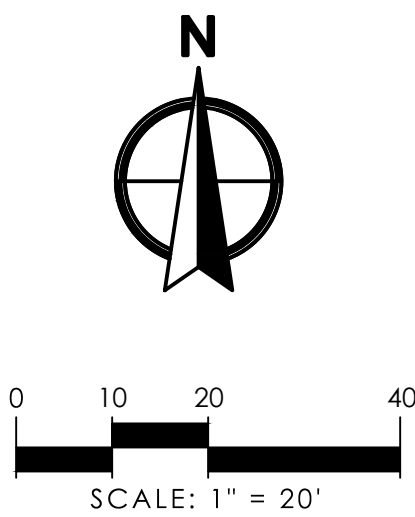
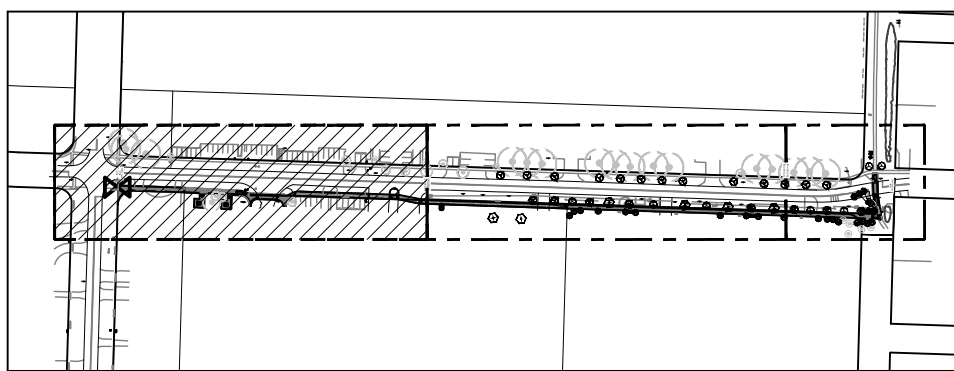


LEGEND



TREE/ PALM TO PRESERVE

SHEET KEY MAP



Know what's BELOW.
CALL before you dig

Call 811 two business
days
before digging

REVISIONS		BY
NO.	DATE	DESCRIPTION
1		
2		
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	DRAWN BY	KS/BJ
	CHECK BY	KS/JM
	DATE	12/20/2019

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

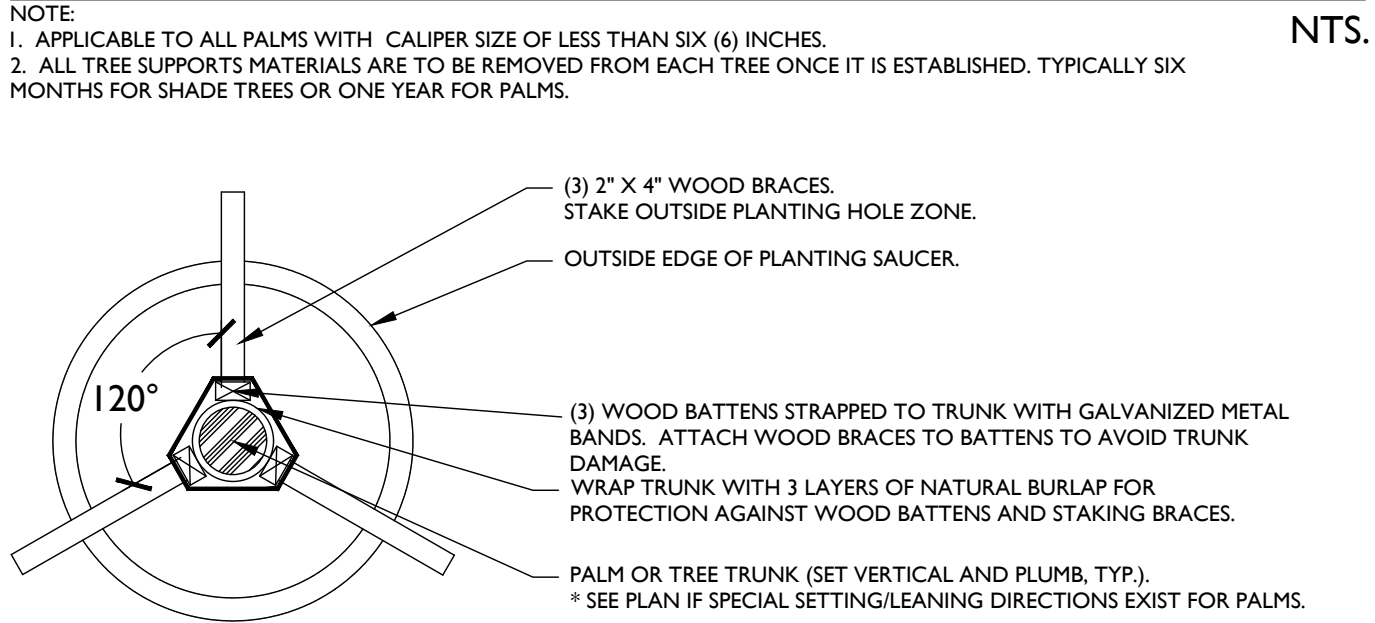
BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
LANDSCAPE PLAN

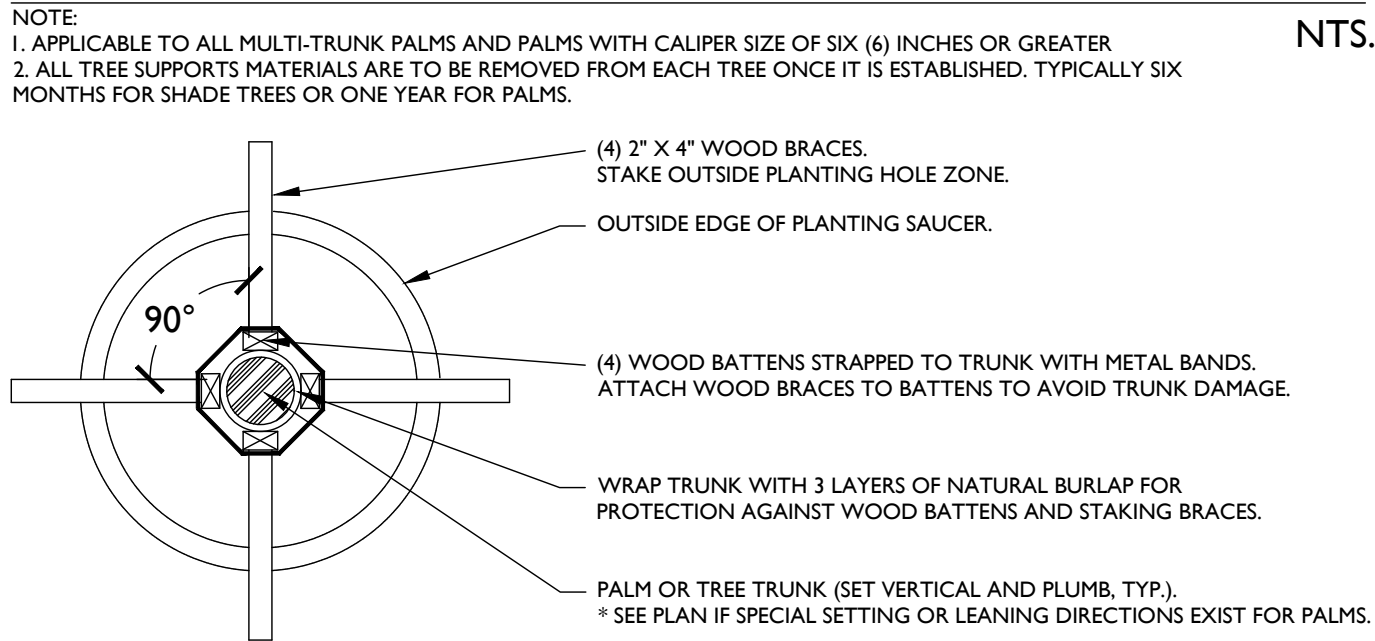
SHEET:
LP-101

REES CS	QTY 21	LP101	LP102	BOTANICAL NAME CONOCARPUS ERECTUS 'SERICEUS'	COMMON NAME SILVER BUTTONWOOD	YES 15 GAL	REMARKS 12" HT X 5' SPRD, 5' CT MIN, 2" CAL MIN.	
LI	7		7	LAGERSTROEMIA INDICA	CRAPE MYRTLE	15 GAL	12" HT X 5' SPRD, 5' CT MIN, 2" CAL MIN.	
QV SS	6 20		6 20	QUERCUS VIRGINIANA SABAL PALMETTO	SOUTHERN LIVE OAK CABBAGE PALMETTO	SEE NOTES SEE NOTES	16" OA. HT. X 8' SPRD.; 3.5 CAL. MIN. 12" OA. HT. X 6' SPRD., CLEAN CUT TRUNK	
SHRUBS BK	QTY 1	LP101	LP102	BOTANICAL NAME BOUGAINVILLEA X 'BARBARA KARST'	COMMON NAME BARBARA KARST BOUGAINVILLEA	CONT SEE NOTES	SPACING 60" o.c.	REMARKS 7' HT MIN X 3' SPRD, TRELLIS GROWN
SR	6		6	STRELITZIA REGINAE	BIRD OF PARADISE	SEE NOTES	36" o.c.	3' HT. X 2' SPRD., 7 STEM MIN.
SHRUB AREAS AM	QTY 12	LP101	LP102	BOTANICAL NAME ASPARAGUS DENSIFLORUS MYERS	COMMON NAME FOXTAIL FERN	CONT SEE NOTES	SPACING 24" o.c.	REMARKS 12" HT. X 12" SPRD. @ 24" O.C.

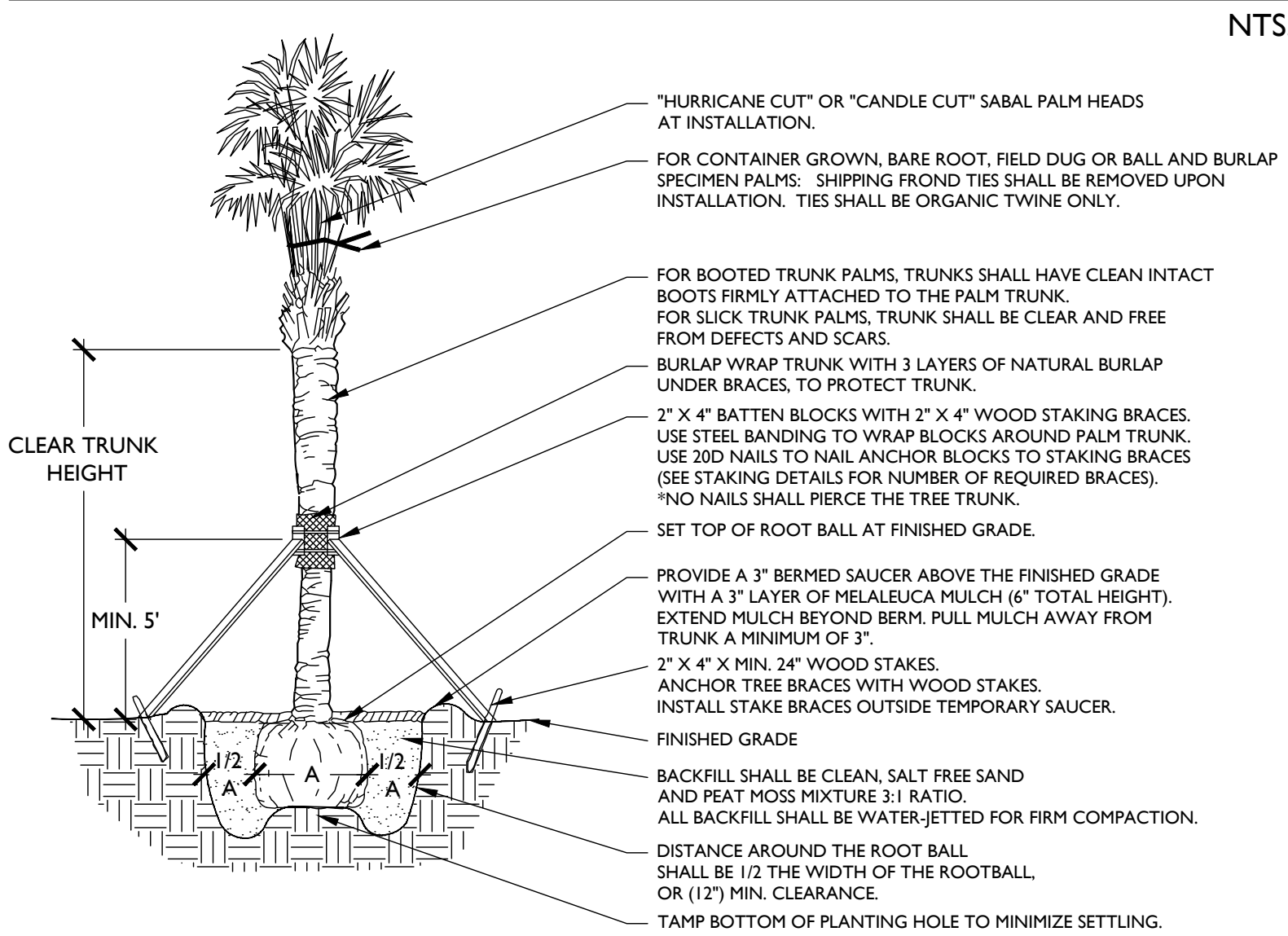
SMALL PALM STAKING PLAN



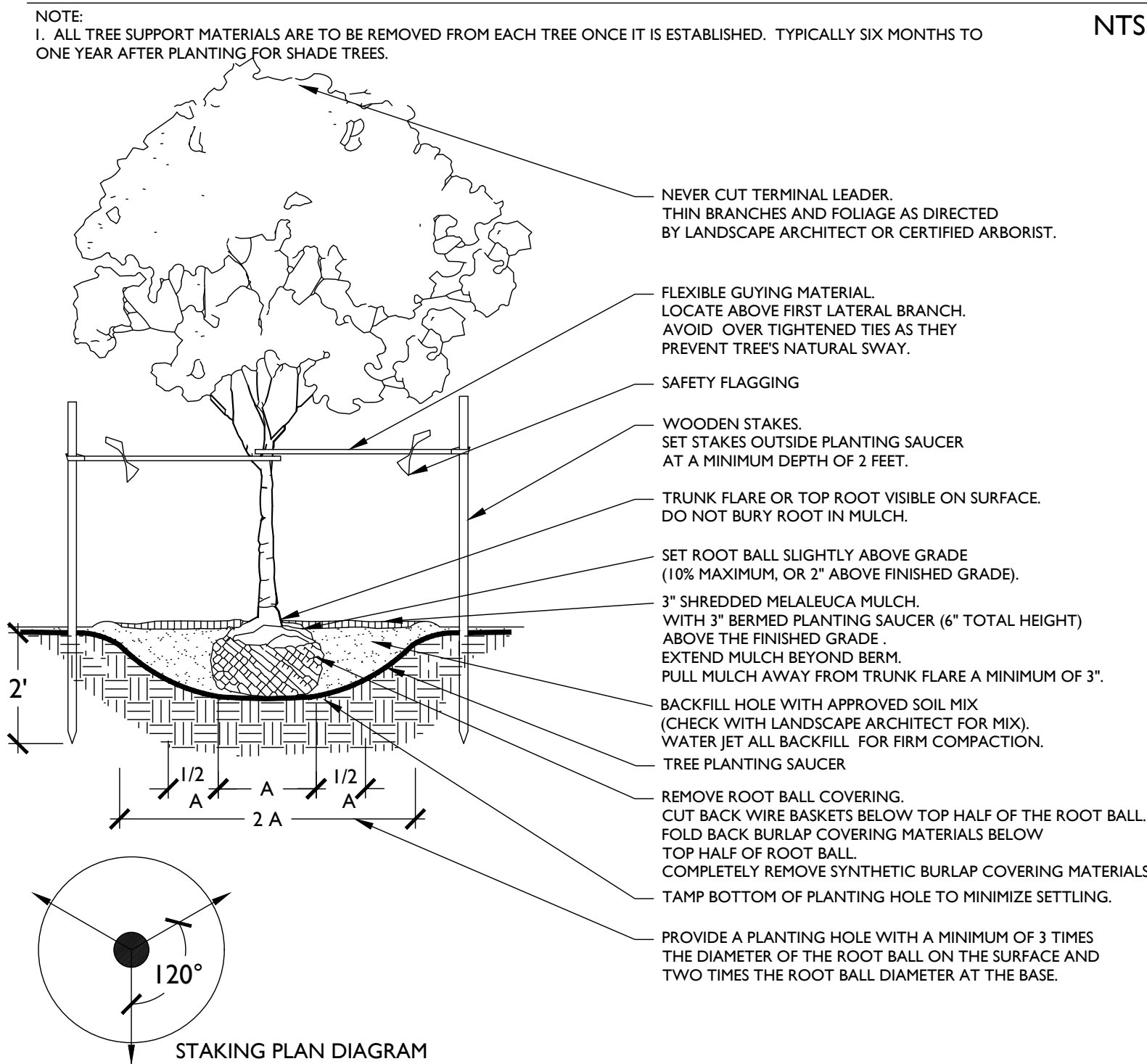
LARGE PALM OR TREE STAKING PLAN



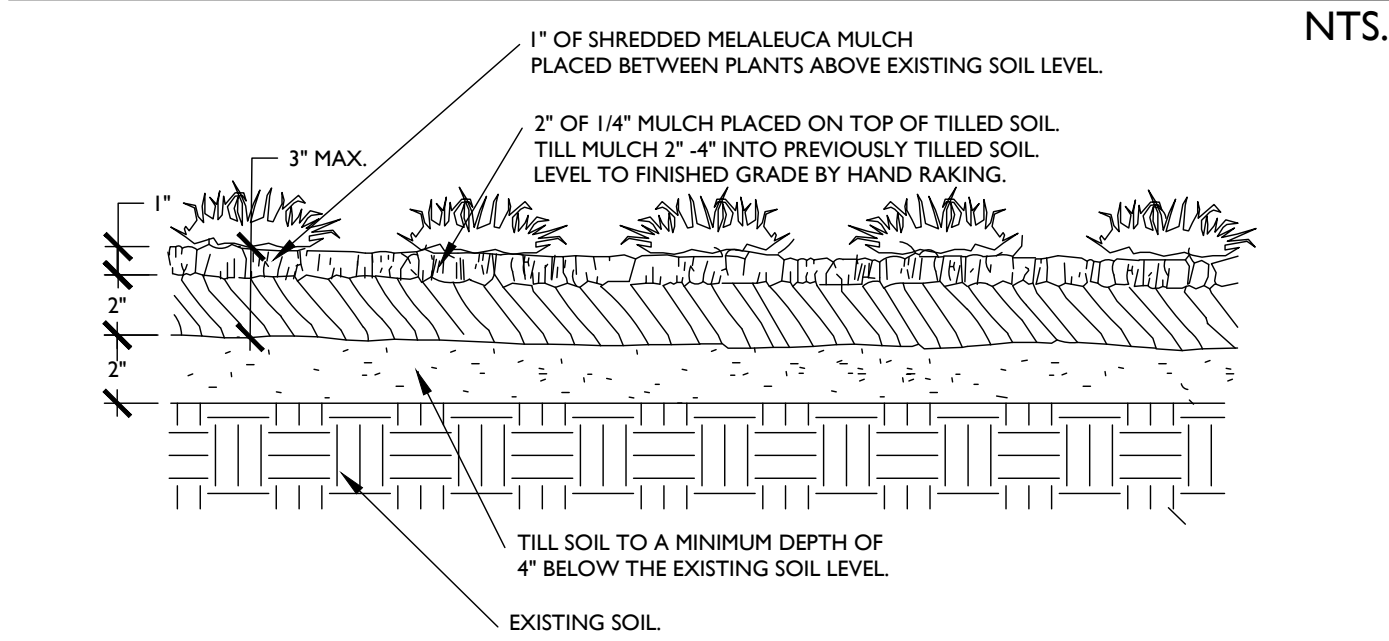
PALM PLANTING DETAIL



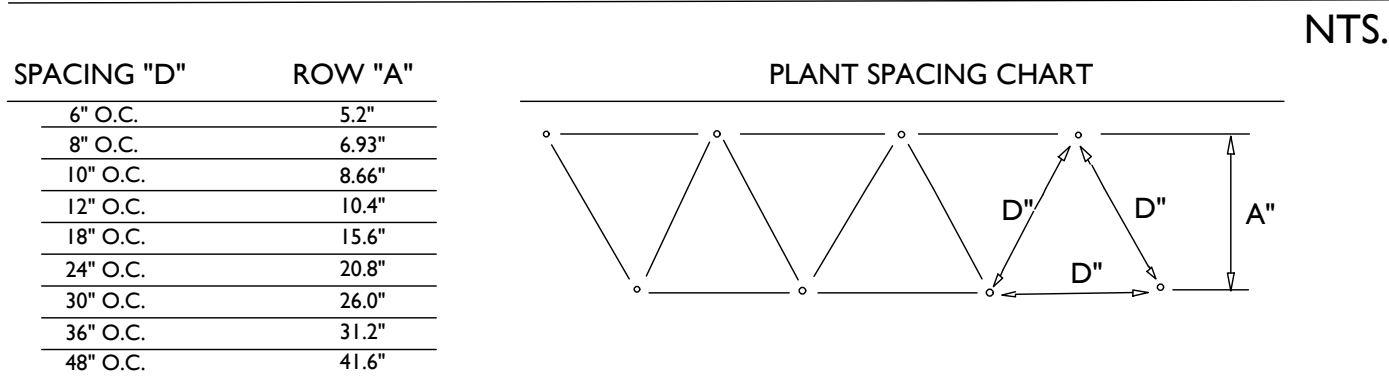
TREE PLANTING DETAIL



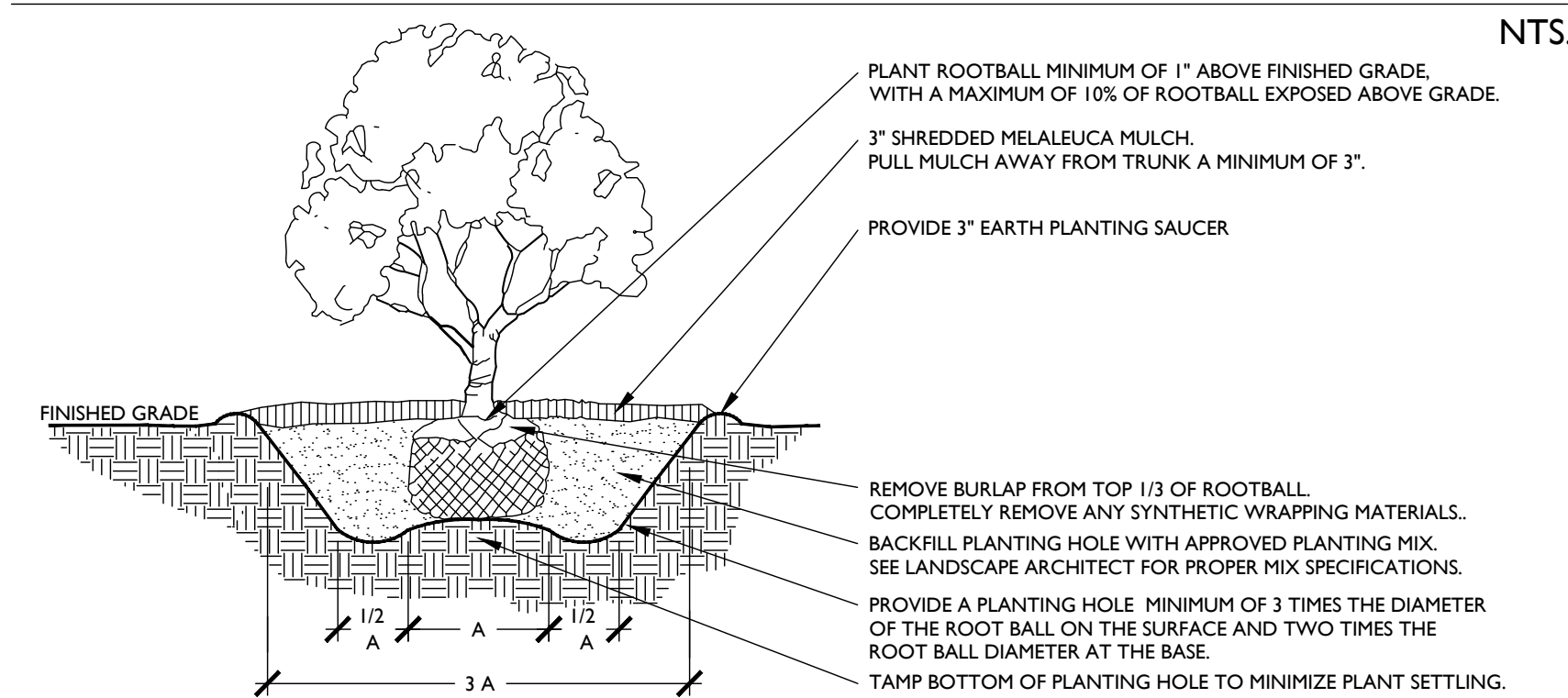
GROUND COVER DETAIL



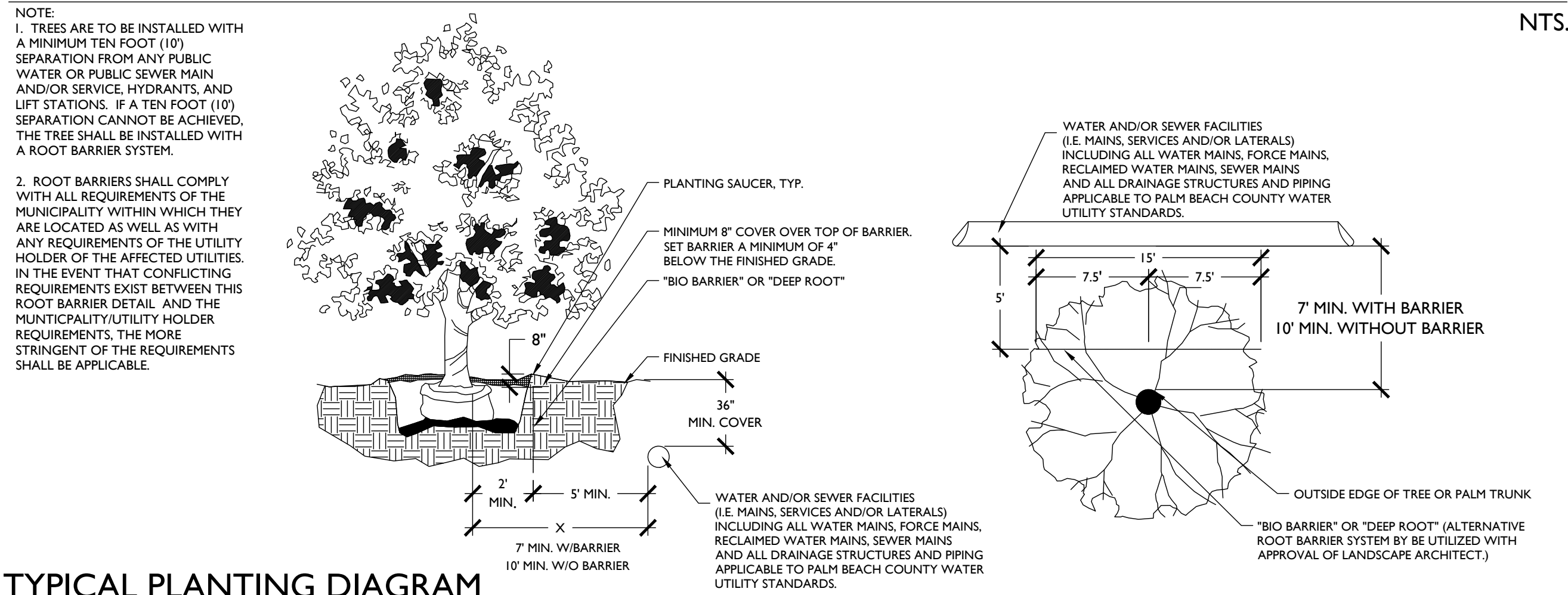
PLANT SPACING DETAIL



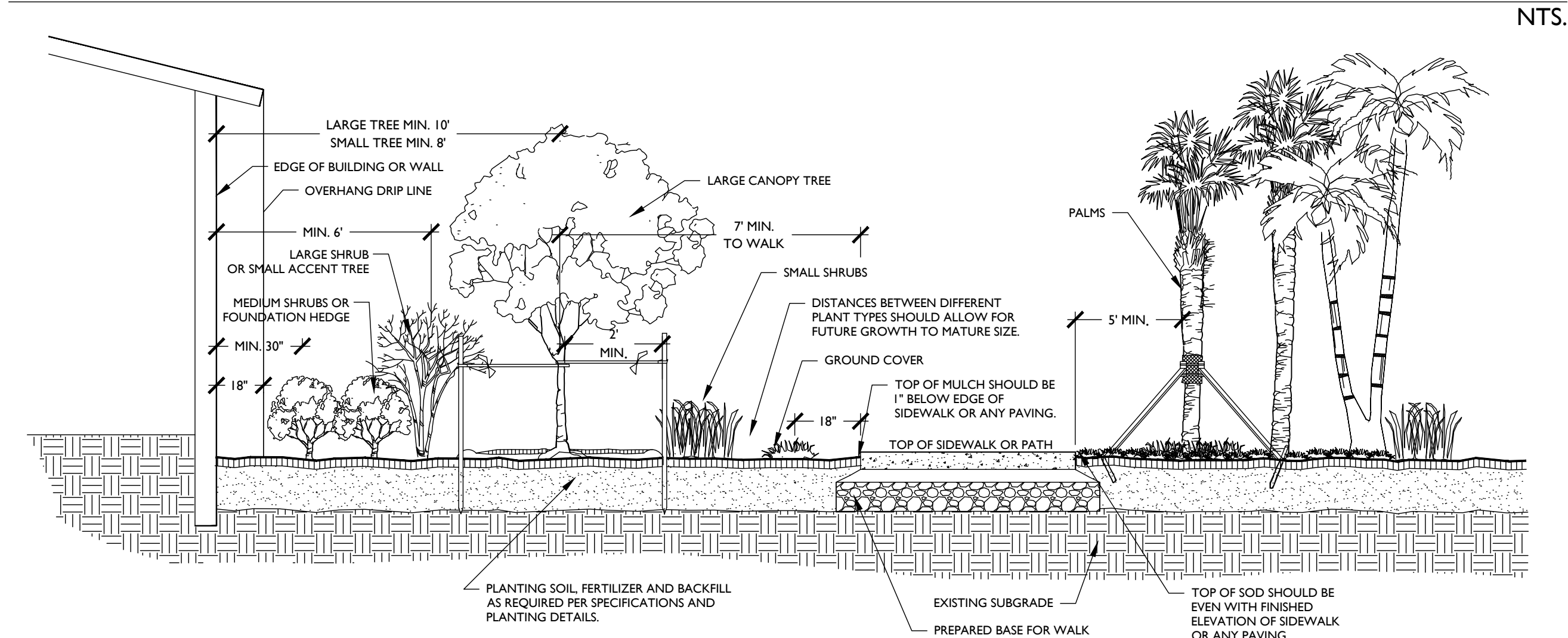
SHRUB PLANTING DETAIL



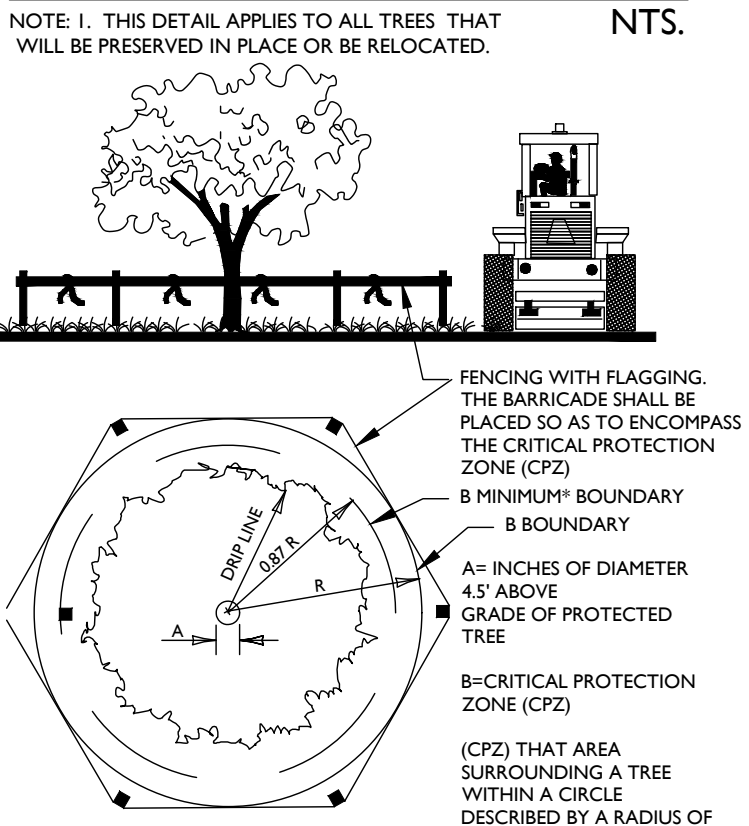
ROOT BARRIER DETAIL



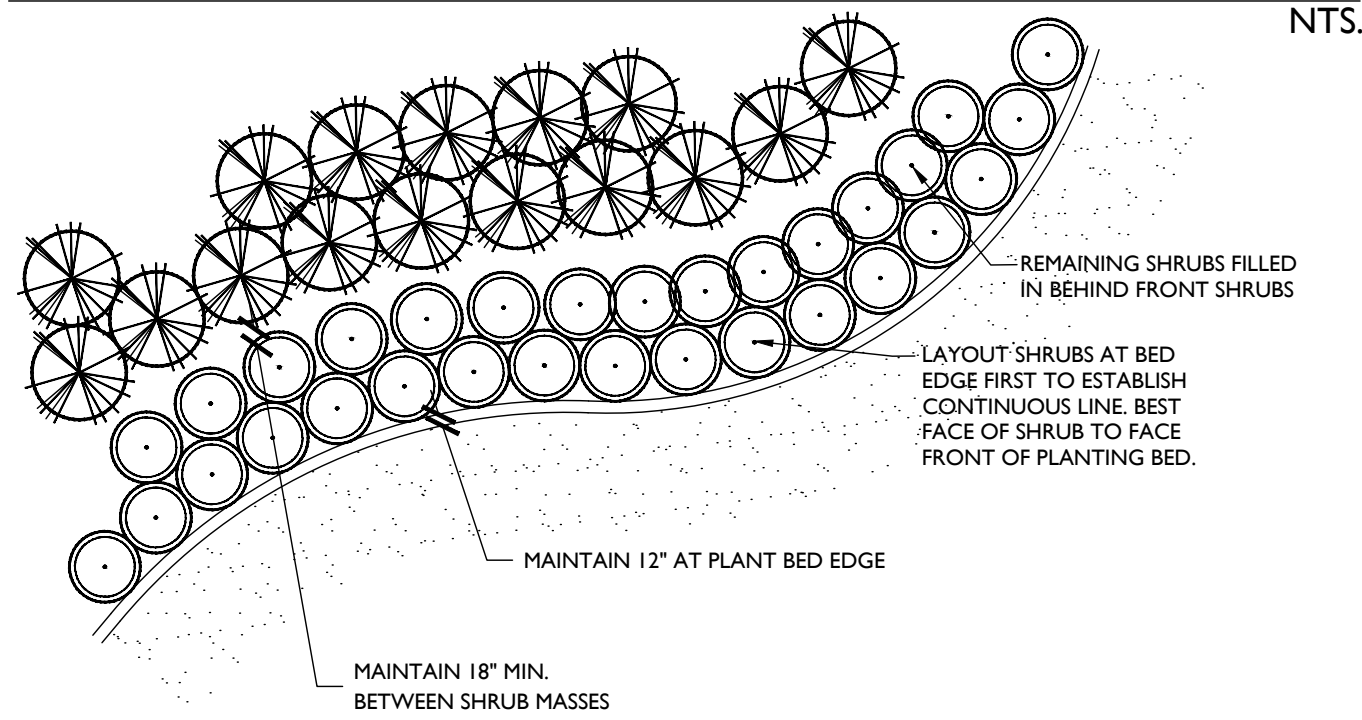
TYPICAL PLANTING DIAGRAM



TREE PROTECTION DETAIL



SHRUB AND GROUND COVER PLANTING DETAIL

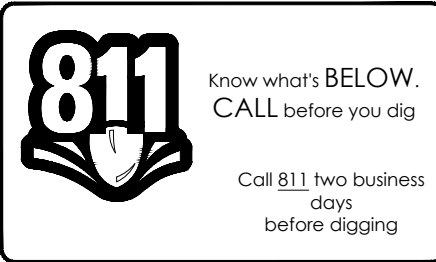


LANDSCAPE NOTES:

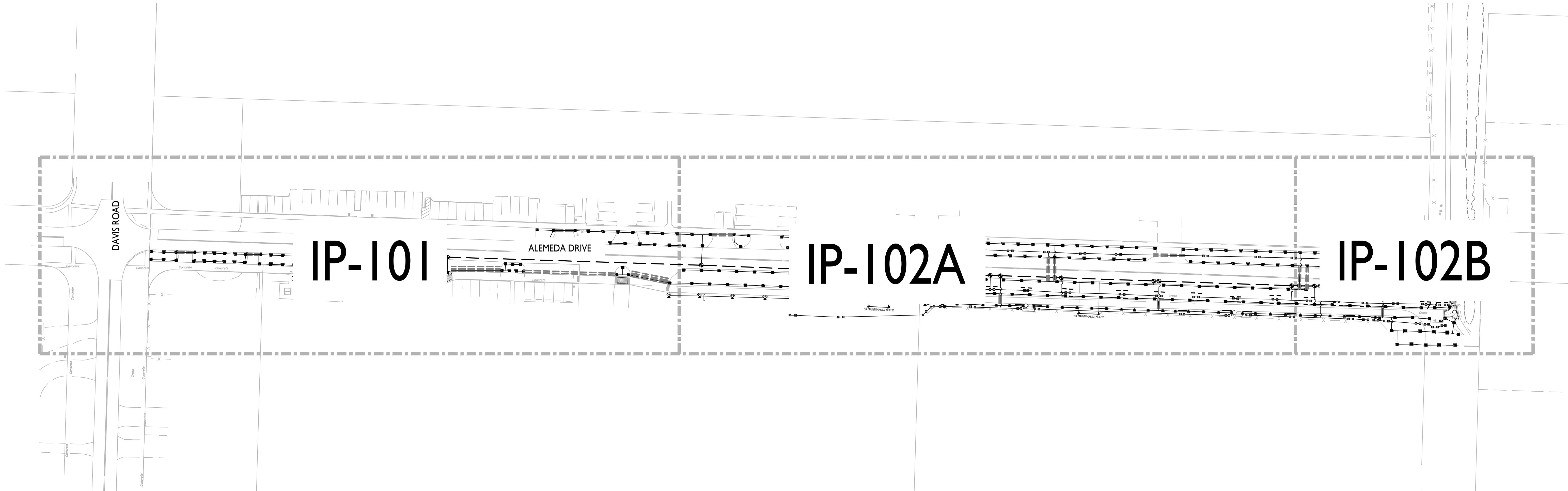
1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHTS (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

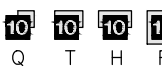
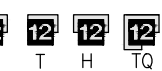
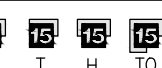
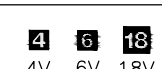
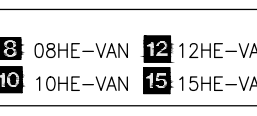
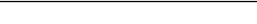
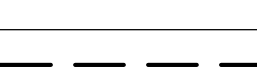
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LANDSCAPE ARCHITECT OF RECORD Kirsten Siegel PLA# LA6667375								

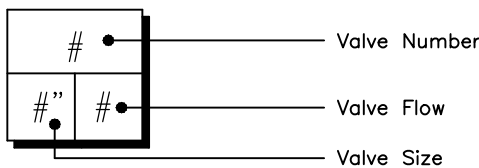
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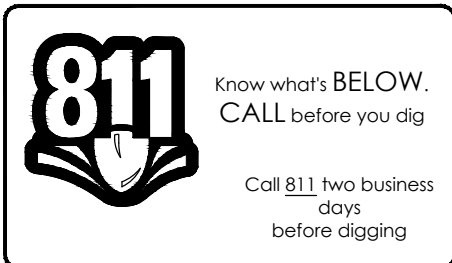
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IRRIGATION SCHEDULE		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD 1806-SAM-PRS 15 STRIP SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	33
	RAIN BIRD 1806-SAM-PRS 10 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	7
	RAIN BIRD 1806-SAM-PRS 12 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	32
	RAIN BIRD 1806-SAM-PRS 15 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	107
	RAIN BIRD 1806-SAM-PRS ADJ TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	110
	RAIN BIRD 1806-SAM-PRS HE-VAN SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	31
	RAIN BIRD 1806-1300AF FLOOD FLOOD BUBBLER 6.0" POP-UP, WITH A PA-80 ADAPTER.	108
	RAIN BIRD 5504-PC-SAM NP TURF ROTOR 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, WITH SEAL-A-MATIC CHECK VALVE, AND NON POTABLE PURPLE COVER.	9
	RAIN BIRD PEB 1-1/2" PLASTIC INDUSTRIAL VALVES, LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	20
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	7,314 L.F.
	IRRIGATION MAINLINE: 2 1/2" PVC SCHEDULE 40, RUN WITH 2" GREY PVC ELECTRICAL CONDUIT.	946.0 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40, SIZE PER SLEEVE CHART	668.8 L.F.



VALVE SCHEDULE					
NUMBER	MODEL	SIZE	TYPE	GPM	PSI
1	RAIN BIRD PEB	1-1/2"	TURF SPRAY	56.14	39.89
2	RAIN BIRD PEB	1-1/2"	TURF SPRAY	40.19	39.21
3	RAIN BIRD PEB	1-1/2"	TURF ROTOR	32.22	44.78
4	RAIN BIRD PEB	1-1/2"	TURF SPRAY	42.24	39.40
5	RAIN BIRD PEB	1-1/2"	TURF SPRAY	47.42	38.37
6	RAIN BIRD PEB	1-1/2"	TURF SPRAY	32.64	36.00
7	RAIN BIRD PEB	1-1/2"	BUBBLER	30.60	38.13
8	RAIN BIRD PEB	1-1/2"	BUBBLER	34.00	38.80
9	RAIN BIRD PEB	1-1/2"	BUBBLER	51.00	38.78
10	RAIN BIRD PEB	1-1/2"	TURF SPRAY	51.05	37.68
11	RAIN BIRD PEB	1-1/2"	TURF SPRAY	39.96	37.42
12	RAIN BIRD PEB	1-1/2"	TURF SPRAY	47.95	37.43
13	RAIN BIRD PEB	1-1/2"	TURF SPRAY	36.33	39.44
14	RAIN BIRD PEB	1-1/2"	BUBBLER	34.00	37.98
15	RAIN BIRD PEB	1-1/2"	TURF SPRAY	39.99	39.36
16	RAIN BIRD PEB	1-1/2"	TURF SPRAY	27.02	37.77
17	RAIN BIRD PEB	1-1/2"	TURF SPRAY	35.98	38.06
18	RAIN BIRD PEB	1-1/2"	BUBBLER	34.00	37.44
19	RAIN BIRD PEB	1-1/2"	TURF SPRAY	46.43	36.17
20	RAIN BIRD PEB	1-1/2"	TURF SPRAY	49.25	37.53



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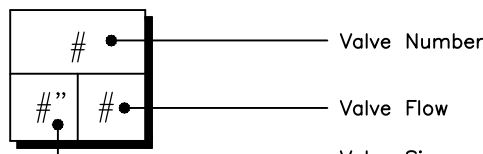
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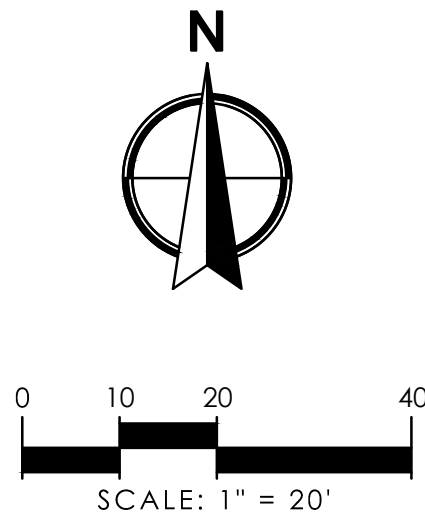
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VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
IRRIGATION PLAN

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD 1800-SAM-PRS 15 STRIP SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	33
	RAIN BIRD 1806-SAM-PRS 10 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	7
	RAIN BIRD 1806-SAM-PRS 12 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	32
	RAIN BIRD 1806-SAM-PRS 15 SERIES MPR TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	107
	RAIN BIRD 1806-SAM-PRS ADJ TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	110
	RAIN BIRD 1806-SAM-HE-VAN SERIES TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	31
	RAIN BIRD 1800-1300AF FLOOD FLOOD BUBBLER 6.0" POP-UP, WITH A PA-80 ADAPTER.	108
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD 3504-PC-SAM-NP TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. WITH SEAL-A-MATIC CHECK VALVE, AND NON POTABLE PURPLE COVER.	9
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PEB 1.0/12" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	20
_____	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	7,314 L.F.
_____	IRRIGATION MAINLINE: 2 1/2" PVC SCHEDULE 40, RUN WITH 2" GREY PVC ELECTRICAL CONDUIT.	946.0 L.F.
_____	PIPE SLEEVE: PVC SCHEDULE 40, SIZE PER SLEEVE CHART. TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVEING MATERIAL. EXTEND SLEEVES 16 INCHES BEYOND EDGES OF PAYING OR CONSTRUCTION.	668.8 L.F.

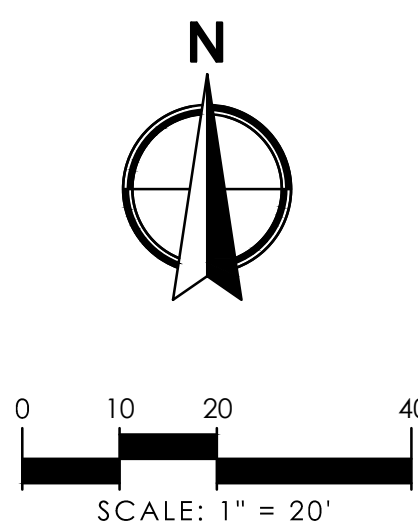


Technical drawing of a building section showing a cross-section of a wall and roof structure. The drawing includes a hatched area representing the wall and roof, with various structural elements and dimensions indicated by lines and text.



VALVE SCHEDULE NUMBER	MODEL	SIZE	TYPE	GPM	PSI
1	RAIN BIRD PEB	1-1/2"	TURF SPRAY	56.14	39.89
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7	RAIN BIRD PEB	1-1/2"	BUBBLER	50.00	38.13
8	RAIN BIRD PEB	1-1/2"	BUBBLER	34.00	38.38
9	RAIN BIRD PEB	1-1/2"	BUBBLER	51.00	38.75
10	RAIN BIRD PEB	1-1/2"	TURF SPRAY	51.05	37.68
11	RAIN BIRD PEB	1-1/2"	TURF SPRAY	39.96	37.42
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19	RAIN BIRD PEB	1-1/2"	TURF SPRAY	46.43	36.17
20	RAIN BIRD PEB	1-1/2"	TURF SPRAY	49.25	37.53

VILLAGE OF PALM SPRINGS PARK CONNECTOR PATHWAYS PHASE 1 IRRIGATION PLAN	SHEET:		IP-101																																													
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Valve Number

Valve Flow

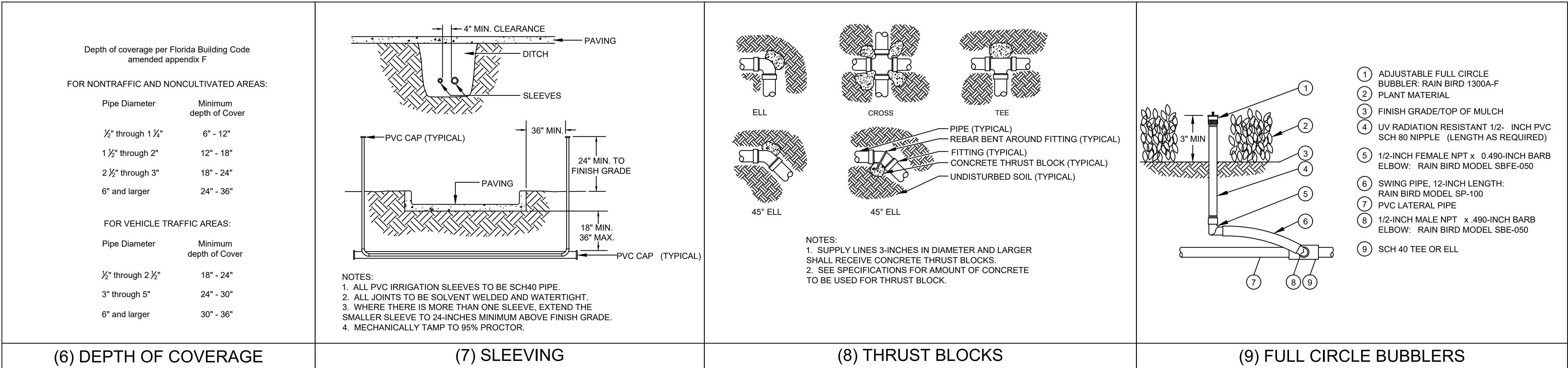
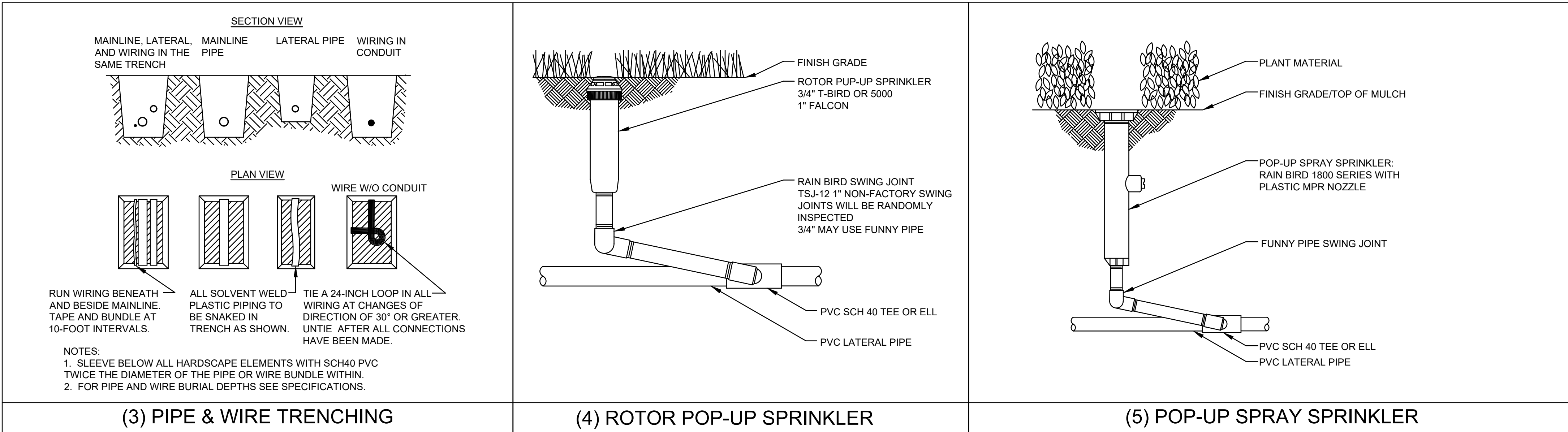
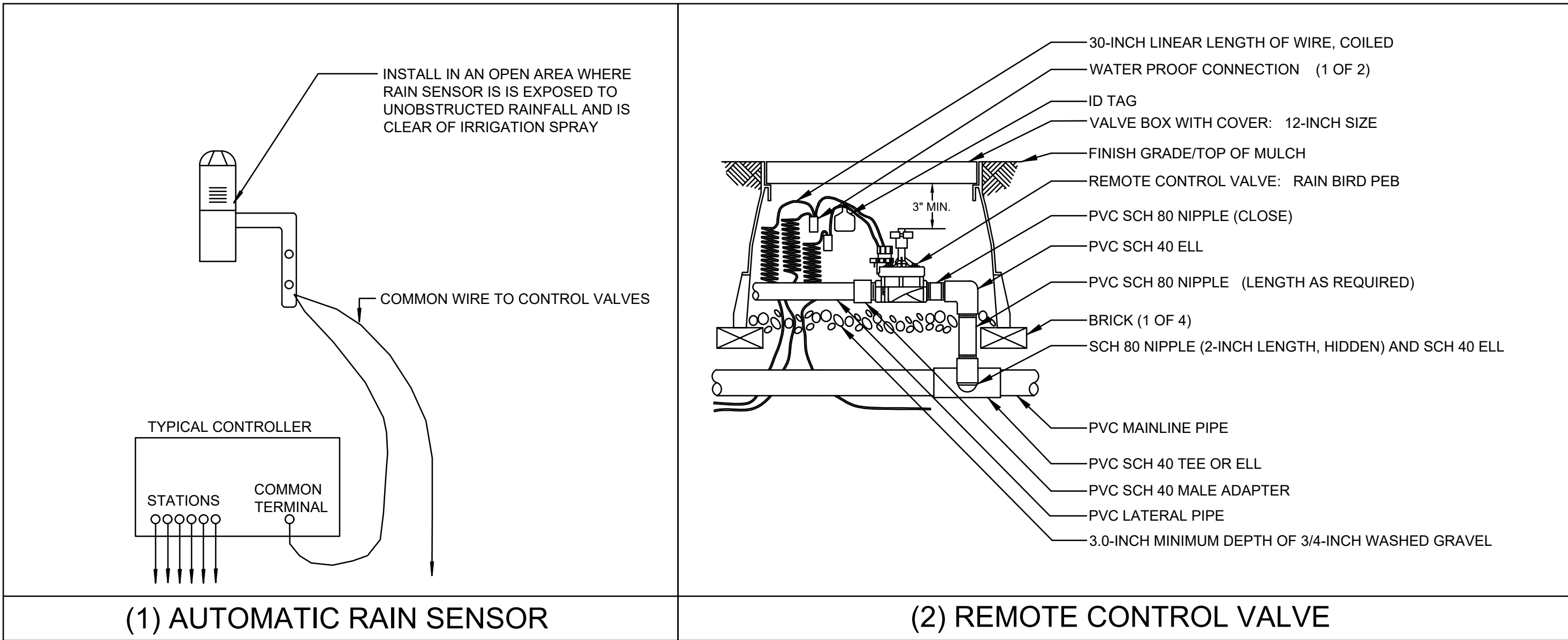
Valve Size



Know what's **BELOW**.
CALL before you dig

Call 811 two business
days
before digging

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SLEEVE CHART	
PIPE SIZE	SLEEVE SIZE
3/4"	2 1/2"
1"	3"
1 1/4"	3"
1 1/2"	4"
2"	4"
2 1/2"	6"
3"	6"
4"	8"
6"	12"
8"	16"



IRRIGATION NOTES

SYSTEM DESCRIPTION

TIE INTO EXISTING MAINLINE AND CONTROLLER.

WORK

THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. SUBMIT CERTIFICATION TO THE OWNER'S REPRESENTATIVE PRIOR TO PRE-CONSTRUCTION MEETING.

FOLLOW THESE NOTES IN ADDITION TO CITY AND COUNTY REQUIREMENTS AND DESIGN STANDARDS. IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS BETWEEN THE PLANS AND CITY/COUNTY REQUIREMENTS.

VERIFY SITE CONDITIONS BEFORE BIDDING. INSTALLATIONS MAY REQUIRE ADDITIONAL EQUIPMENT FOR SPECIFIC SITE CONDITIONS. INCLUDE ALL COSTS TO COMPLETE THE SCOPE OF WORK IN BID.

INCLUDE ALL REQUIRED PERMIT FEES IN BID. OBTAIN ALL REQUIRED PERMITS AT NO ADDITIONAL CHARGE.

IMMEDIATELY REPAIR AND/OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION OF THE IRRIGATION SYSTEM AT NO CHARGE.

GUARANTEE MATERIALS AND WORKMANSHIP FOR ONE-YEAR FROM FINAL ACCEPTANCE. CORRECT DEFICIENCIES AT NO CHARGE.

INSTALLATIONS

PROVIDE MANUFACTURER CUT SHEETS FOR EVERY ITEM TO BE INSTALLED FOR APPROVAL.

PROVIDE ONLY NEW EQUIPMENT AND AS SPECIFIED WITHIN THE PLANS.

ELECTRICAL SERVICE CONNECTIONS AND REQUIREMENTS INDICATED WITHIN THE PLANS ARE PRIOR TO ELECTRICAL PROVIDER'S DESIGN. COORDINATE FINAL ELECTRICAL DESIGN REQUIREMENTS WITH THE ELECTRICAL PROVIDER PRIOR TO BID. PROVIDE ANY ADDITIONAL REQUIRED EQUIPMENT AT NO ADDITIONAL COST.

ELECTRICAL SERVICE CONNECTIONS AND ALL OTHER ELECTRICAL WORK IS TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. COORDINATE ELECTRICAL SERVICE CONNECTION WITH THE ELECTRICAL PROVIDER. PERFORM ELECTRICAL SERVICE CONNECTIONS BY A LICENSED ELECTRICIAN.

CONTROLLER AND PUMP STATION GROUNDING: 10 OHMS RESISTANCE MAXIMUM. PROVIDE CERTIFICATION FROM THE ELECTRICIAN SHOWING THE DATE OF TEST, CONTROLLER LOCATION IDENTIFICATION AND TEST RESULTS.

COORDINATE WATER METER INSTALLATION WITH THE WATER PROVIDER. PROVIDE WATER METER, TAP AND INSTALLATION PER WATER PROVIDER'S REQUIREMENTS.

PLAN ADJUSTMENTS: PLAN LAYOUT IS SCHEMATIC FOR GRAPHIC CLARITY. INSTALL IN PERVIOUS AREAS, EXCEPT WHERE SLEEVING IS SHOWN.

AS-BUILT PLANS: PREPARE AS-BUILT PLANS AS THE WORK PROGRESSES, INDICATING THE ACTUAL LOCATION OF EQUIPMENT. KEEP THE AS-BUILT PLAN SET ON SITE DURING CONSTRUCTION. SUBMIT FINAL AS-BUILT TO THE OWNER'S REPRESENTATIVE.

TRENCHING AND PIPE INSTALLATION: INSTALL PIPE ON A STABLE FOUNDATION. IF NECESSARY, REMOVE UNSTABLE SOIL OR MUCK FROM THE TRENCH BOTTOM AND INSTALL A 6 INCH FOUNDATION OF COMPACTED CLASS 1

BEDDING MATERIAL: REMOVE WATER FROM THE TRENCH BEFORE BACKFILLING. EXCAVATE 6 INCHES BELOW THE PIPE BOTTOM WHEN TRENCHING THROUGH ROCK AND INSTALL CLASS 1 BEDDING MATERIAL. BACKFILL TRENCHES AND COMPACT TO FINISHED GRADE WITH EXISTING SOILS FREE OF DEBRIS, ROOTS, ROCKS OR OBJECTS THAT COULD DAMAGE THE PIPE. TUNNEL UNDER TREE ROOTS.

MAKE PVC SOLVENT WELD CONNECTIONS IN ACCORDANCE WITH ASTM D2855. APPLY PURPLE COLORED PVC PRIMER IN ACCORDANCE WITH ASTM F856. APPLY PVC CEMENT IN ACCORDANCE WITH ASTM D2564.

FLUSHING:

PRIOR TO INSTALLATION OF THE VALVES, FLUSH MAINLINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS, WHICHEVER IS LONGER.

PRIOR TO INSTALLATION OF THE HEADS, FLUSH LATERAL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS, WHICHEVER IS LONGER.

MAINLINE LEAK TEST:

- PERFORM MAINLINE LEAK TEST AT 100 PSI FOR 2 HOURS.
- PROVIDE AND OPERATE TEST EQUIPMENT.
- BEFORE TESTING, THE MAINLINE MUST BE COMPLETE. NO CUTTING OR MODIFICATIONS ALLOWED AFTER SUCCESSFUL COMPLETION OF THE LEAK TEST.
- BEFORE TESTING, ISOLATE THE MAINLINE, FILL WITH WATER, AND PRESSURIZE TO THE TEST PRESSURE FOR 24 HOURS TO REMOVE AIR FROM THE MAINLINE AND CORRECT LEAKS.

DETERMINE THE MAXIMUM ALLOWABLE LEAKAGE FOR GASKETTED PVC BY THE FOLLOWING FORMULA:

L = (ND)P^{1/4}400
L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR, THE MAXIMUM QUANTITY OF WATER ALLOWED TO BE PUMPED INTO THE MAINLINE TO MAINTAIN THE TEST PRESSURE.

N = NUMBER OF JOINTS
D = NOMINAL PIPE DIAMETER IN INCHES
P = SQUARE ROOT OF THE TEST PRESSURE IN PSI.

THERE IS NO ALLOWABLE LEAKAGE IN SOLVENT WELDED PVC MAINLINE.

IF LEAKAGE EXCEEDS THIS LIMIT, CORRECT THE PROBLEM AND REPEAT LEAK TEST UNTIL SUCCESSFUL COMPLETION.

SUBMIT LEAK TEST RESULTS TO OWNER'S REPRESENTATIVE.

IRRIGATION HEAD PRESSURE TEST:

PERFORM PRESSURE TEST ON EACH ZONE AT THE FIRST AND LAST IRRIGATION HEADS. THE MAXIMUM ALLOWABLE PRESSURE DEVIATION IS 10 PERCENT.

FINAL ACCEPTANCE

FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN ONLY AFTER THE FOLLOWING HAS BEEN COMPLETED AND APPROVED:

1. FINAL WALK THROUGH WITH THE OWNER'S REPRESENTATIVE AND CREATION OF FINAL PUNCH LIST.
2. FINAL PUNCH LIST ITEMS HAVE BEEN CORRECTED AND ACCEPTED.
3. COMPLETION AND ACCEPTANCE OF THE 'AS-BUILT' DRAWINGS.
4. SUBMITTAL AND ACCEPTANCE OF THE GROUNDING TEST RESULTS.
5. SUBMITTAL AND ACCEPTANCE OF THE MAINLINE TEST

BID SET

DIVISION 16 - ELECTRICAL SPECIFICATIONS

THIS DIVISION INCLUDES THE FOLLOWING:

POWER DISTRIBUTION.
LIGHTING FIXTURES.
WIRING FOR OWNER FURNISHED EQUIPMENT AND EQUIPMENT FURNISHED UNDER OTHER DIVISION

COMPLETED INSTALLATION SHALL MEET REQUIREMENTS OF 2017 FLORIDA BUILDING CODE AND ITS ADOPTED VERSION OF NFPA 70.

COMPLETE INSTALLATION SHALL MEET REQUIREMENTS OF THE WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, ITS SUBSEQUENT AMENDMENTS, AND INTERPRETATIONS OF THE ACT PROMULGATED BY OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OF THE DEPARTMENT OF LABOR

THE ENTIRE SYSTEM, INCLUDING DEVICES, APPARATUS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH ARTICLE 250, NATIONAL ELECTRICAL CODE, CURRENT EDITION.

WIRE AND CABLE

BRANCH CIRCUIT WIRING NO.10 AND SMALLER SHALL BE COPPER, SOLID, TYPE THHN/THWN. NO CONDUCTOR SHALL BE SMALLER THAN NO.12. MC CABLE MAY BE USED IN CONCEALED LOCATIONS FOR BRANCH CIRCUIT WIRING RATED FOR 15A OR 20A.

FEEDER AND POWER WIRING No.8 AND LARGER SHALL BE STRANDED COPPER, TYPE THHN/THWN.

CONTROL AND FIRE ALARM SYSTEM WIRING SHALL BE No.14 AWG, TYPE THHN.

COLOR CODE ALL CONDUCTORS IN ACCORDANCE NFPA 70, ARTICLE 210.

CONDUIT

LIGHTING, POWER AND CONTROL WIRING SHALL BE INSTALLED IN CONDUIT AND/OR UNDERFLOOR RACEWAYS. RIGID GALVANIZED CONDUIT SHALL BE USED WHERE CAST IN CONCRETE, WHERE EXPOSED TO POTENTIAL MECHANICAL DAMAGE, WHERE RUN OUTDOORS EXPOSED TO WEATHER, AND FOR PANEL FEEDERS. CONDUIT INSTALLED UNDERGROUND SHALL BE SCHEDULE 40 PVC AND SCHEDULE 80 PVC SHALL BE USED AT TRANSITIONS FROM UNDER TO ABOVE GROUND. USE LIQUID-TIGHT WHERE EXPOSED TO WEATHER OR LIQUIDS. PROVIDE PULLSTRING IN ALL SPARE AND EMPTY CONDUITS.

BOXES

EXTERIOR BOXES SHALL BE CAST METAL, UL LISTED, NEMA 3R.

LIGHTING

EXTERIOR LIGHTING SHALL BE AS SELECTED BY THE OWNER AND SHALL BE EQUAL TO LITHONIA. FIXTURES SHALL BE SUPPORTED DIRECTLY FROM STRUCTURE BY A MINIMUM OF TWO CORNERS, INDEPENDENT OF CEILING SYSTEM.

LIGHTING SYMBOLS SCHEDULE

ALL SYMBOLS DO NOT NECESSARILY APPEAR ON THESE DRAWINGS

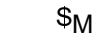
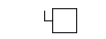
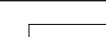
NOTES:

1. IF WALL MOUNTED FIXTURE PROJECTS 4" OR MORE FROM FINISHED WALL THERE SHALL BE 80" VERTICAL CLEARANCE A.F.F.
2. PROVIDE A SEPARATE REFERENCE CONDUCTOR FOR THE FIXTURES BATTERY PACK. FED FROM THE SAME CIRCUIT AS THE FIXTURE. THIS REFERENCE CONDUCTOR SHALL NOT ROUTE THROUGH ANY LOCAL SWITCH OR LIGHTING CONTROL RELAY. ALL FIXTURES WITH EMERGENCY BATTERY PACKS SHALL BE SWITCHED AS SHOWN ON PLANS. UNO. ALL FIXTURES WITH EMERGENCY BATTERY PACKS SHALL BE PROVIDED WITH INTEGRAL RED TEST BUTTON, UNO.

SYMBOL	DESCRIPTION	REMARKS
	2' x 4' LIGHT FIXTURE	
	2' x 2' LIGHT FIXTURE	
	1' x 4' LIGHT FIXTURE	
	LINEAR STRIP LIGHTING FIXTURE	NOTE 1
	DOWNLIGHT	
	WALL WASH/ADJUSTABLE DOWNLIGHT - ARROW INDICATED DIRECTION OF BEAM	
	LINEAR LIGHT WALL MOUNTED FIXTURE	NOTE 1
	WALL SCONCE	NOTE 1
	TRACK HEAD	
	PENDANT	
	EXIT SIGN - SINGLE FACE	NOTE 1
	EXIT SIGN - DUAL FACE	NOTE 1
	DUAL HEAD EMERGENCY LIGHT WITH INTEGRAL BATTERY PACK	NOTE 1
	SINGLE HEAD SITE AREA LUMINAIRE	
	DUAL HEAD SITE AREA LUMINAIRE	
	EXISTING SINGLE HEAD SITE AREA LUMINAIRE	
	EXISTING DUAL HEAD SITE AREA LUMINAIRE	
	BOLLARD	
	LANDSCAPE LUMINAIRE	
	WHERE SHOWN, INDICATES PANEL AND CIRCUIT SERVING ALL FIXTURES IN THE SAME ROOM.	
	TYPICAL FIXTURE [CONNECTED TO EMERGENCY POWER SYSTEM.] [EQUIPPED WITH EMERGENCY BATTERY BALLAST.]	NOTE 2
INDICATES FIXTURE TYPE → INDICATES PANEL AND CIRCUIT SERVING FIXTURE → WHERE SHOWN, INDICATES NIGHT LIGHT, 24HR OPERATION → TYPICAL LIGHTING FIXTURE → CONTROL SWITCH LEG		

POWER DISTRIBUTION SYMBOL SCHEDULE

ALL SYMBOLS DO NOT NECESSARILY APPEAR ON THESE DRAWINGS

SYMBOL	DESCRIPTION	REMARKS
A-1,3,5	HOMERUN - TO CIRCUIT NO. 1,3,5 ON PANEL 'A'	
	FEEDER TAG. RE: ELECTRICAL FEEDER SCHEDULE FOR CONDUIT AND WIRE SIZE.	
— — — —	BRANCH CIRCUIT OR CONDUIT EXPOSED AND/OR SURFACE MOUNTED	
— — — —	BRANCH CIRCUIT OR CONDUIT UNDER FLOOR	
	JUNCTION BOX	
	MOTOR	
	MANUAL STARTER WITH THERMAL TRIP	
	DISCONNECT SWITCH	
	POWER AND/OR LIGHTING PANELBOARD, REFER TO PANELBOARD SCHEDULE	MOUNT AT 72" AFF TO CENTER
	SWITCHBOARD / DISTRIBUTION PANELBOARD, REFER TO SWITCHBOARD SCHEDULE OR RISER DIAGRAM	
	SURGE PROTECTIVE DEVICE. RE: SURGE PROTECTIVE DEVICE SCHEDULE FOR CONFIGURATION.	

ELECTRICAL ABBREVIATIONS

A	AMPERES	LTG	LIGHTING
ABV	ABOVE		
AC	AIR CONDITIONING	MAX	MAXIMUM
ACT	ABOVE COUNTER TOP	MC	MECHANICAL CONTRACTOR
AFF	ABOVE FINISHED FLOOR	MCB	MAIN CIRCUIT BREAKER
AF	AMP FUSED	MCC	MOTOR CONTROL CENTER
AFG	ABOVE FINISHED GRADE	MCM	THOUSAND CIRCULAR MILS
AL	ALUMINUM	MDP	MAIN DISTRIBUTION PANEL
ARCH	ARCHITECT	MECH	MECHANICAL
ASB	ABOVE SPLASH BLOCK	MH	MANHOLE
ASC	ABOVE SUSPENDED CEILING	MIN	MINIMUM
ASD	ADJUSTABLE SPEED DRIVE	MISC	MISCELLANEOUS
AUTO	AUTOMATIC	MLO	MAIN LUG ONLY
AUX	AUXILIARY	MSB	MAIN SWITCHBOARD
ATS	AUTOMATIC TRANSFER SWITCH	MTD	MOUNTED
AWG	AMERICAN WIRE GAUGE		
		NEC	NATIONAL ELECTRICAL CODE
BFF	BELOW FINISH FLOOR	NEMA	NATIONAL ELECTRICAL
BLDG	BUILDING		MANUFACTURERS ASSOCIATION
BFG	BELOW FINISHED GRADE	NEUT	NEUTRAL
		NF	NON FUSED
C	CONDUIT	NIC	NOT IN CONTRACT
C/B	CIRCUIT BREAKER	NL	NIGHT LIGHT
CCTV	CLOSED CIRCUIT TELEVISION	N.O.	NORMALLY OPEN
CCT	CIRCUIT	N.C.	NORMALLY CLOSED
CLG	CEILING	NO.	NUMBER
COL	COLUMN	NTS	NOT TO SCALE
COMB	COMBINATION		
CONC	CONCRETE	OC	OVER COUNTERTOP
CONST	CONSTRUCTION	OD	OUTSIDE DIAMETER
		OCFI	OWNER FURNISHED CONTRACTOR
DFC	DOWN FROM CEILING		INSTALLED
DIA	DIAMETER	OH	OVERHEAD
DN	DOWN		
DWG	DRAWING	P	POLE
		PC	PLUMBING CONTRACTOR
EA	EACH	PF	POWER FACTOR
EC	ELECTRICAL CONTRACTOR	PH	PHASE
EF	EXHAUST FAN	PL	PROPERTY LINE
ELEC	ELECTRIC / ELECTRICAL	PNL	PANEL
EMER	EMERGENCY	PVC	POLYVINYL CHLORIDE
EMT	ELECTRICAL METALLIC TUBING		
EPO	EMERGENCY POWER OFF	RECP	RECEPTACLE
EQUIP	EQUIPMENT	RE:	REFERENCE/REFER TO
EW	ELECTRIC WATER COOLER	REQD	REQUIRED
EX	EXISTING	RGS	RIGID GALVANIZED STEEL
EXT	EXTERIOR	RM	ROOM
FA	FIRE ALARM	SCH	SCHEDULE
FACP	FIRE ALARM CONTROL PANEL	SPEC	SPECIFICATIONS
FLR	FLOOR/FLOORING	SVC	SERVICE
FXTR	FIXTURE		
		TEL	TELEPHONE
G	GROUND	TR	TAMPER RESISTANT
GC	GENERAL CONTRACTOR	TS	TRANSFER SWITCH
GD	GENERAL DUTY	TYP	TYPICAL
GEN	GENERATOR	TTB	TELEPHONE TERMINAL BOARD
GFI	GROUND FAULT INTERRUPT		
		UG	UNDERGROUND
HD	HEAVY DUTY	UL	UNDERWRITER'S LABORATORIES
HP	HORSEPOWER	UNO	UNLESS NOTED OTHERWISE
HT	HEIGHT		
HVAC	HEATING/VENTILATING/AIR	V	VOLTS
	CONDITIONING	VA	VOLT - AMPERES
HW	HOT WATER	VSD	VARIABLE SPEED DRIVE
ID	INSIDE DIAMETER	W	WATTS
IG	ISOLATED GROUND	W/	WITH
IMT	INTERMEDIATE METAL	W/O	WITHOUT
		WP	WEATHER PROOF
J	JUNCTION BOX	WR	WEATHER RESISTANT
		WT	WEIGHT
KVA	KILOVOLT-AMPERES	WTR	WATER
KW	KILOWATTS	WW	WASTE WATER
KCMIL	THOUSAND CIRCULAR MILS		
		XFMR	TRANSFORMER

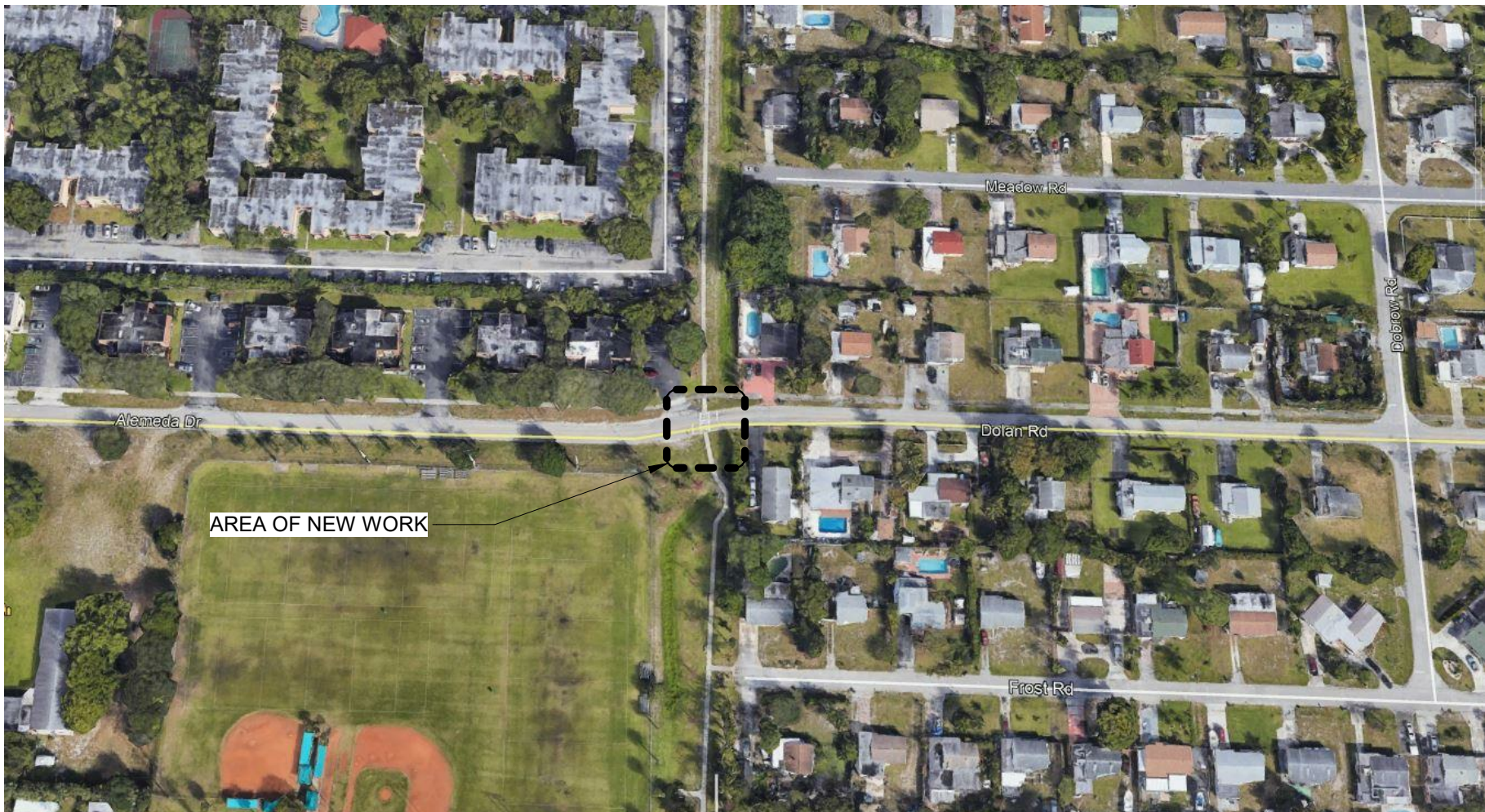
GENERAL ELECTRICAL NOTES

1. ELECTRICAL CONTRACTOR SHALL COMPLY WITH 2017 EDITION FLORIDA BUILDING CODE AND ITS ADOPTED VERSION OF NFPA 70 AND LOCAL CODES AND ORDINANCES.
2. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH OTHER TRADES TO MINIMIZE CONFLICTS.
3. ALL WIRE AND CABLE SIZES ARE FOR COPPER, UNLESS NOTED OTHERWISE AS ALUMINUM.
4. NO CONDUCTOR SHALL BE LOADED BEYOND ITS ALLOWABLE AMPACITY.
5. CONFIRM WITH LOCAL CODES, MECHANICAL CONTRACTOR AND EQUIPMENT VENDORS ON THE LOCATION AND MOUNTING METHOD FOR DISCONNECT SWITCHES, MANUAL MOTOR STARTERS, COMBINATION STARTER/DISCONNECTS, ETC. PRIOR TO ELECTRICAL ROUGH-IN AND INSTALLATION.
6. ELECTRICAL CONTRACTOR SHALL DOUBLE CHECK ALL FEEDER CONDUCTOR AND CONDUIT SIZES WITH NEC AND LOCAL CODES PRIOR TO BID, ORDERING OR CUTTING CONDUCTORS.
7. ELECTRICAL CONTRACTOR SHALL COORDINATE WORK WITH ARCHITECTURAL DRAWINGS AND REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER IMMEDIATELY. LIGHT FIXTURES ARE SHOWN IN APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION.
8. UNLESS OTHERWISE NOTED, BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER (THW OR EQUAL) SIZED AS FOLLOWS:

<u>BREAKER RATING</u>	<u>WIRE SIZE</u>	<u>BREAKER RATING</u>	<u>WIRE SIZE</u>
15 AMP	#12 AWG	60 AMP	#4 AWG
20 AMP	#12 AWG	70 AMP	#4 AWG
30 AMP	#10 AWG	80 AMP	#3 AWG
40 AMP	#8 AWG	90 AMP	#2 AWG
50 AMP	#6 AWG	100 AMP	#1 AWG

ALL BRANCH CIRCUITS WITH AN OVERALL LENGTH IN EXCESS OF 75 FEET SHALL BE INCREASED IN WIRE SIZE TO ACCOMMODATE VOLTAGE DROP.

9. CONTRACTOR SHALL CONNECT MOTORIZED DAMPERS FROM ASSOCIATED UNIT'S POWER SUPPLY FOR ALL PRV, SEF, SSF MISCELLANEOUS FANS, ETC. COORDINATE EXACT REQUIREMENTS WITH MECHANICAL CONTRACTOR.
10. ELECTRICAL CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO OWNER PROVIDED EQUIPMENT.
11. ALL JUNCTION BOXES SHALL BE ACCESSIBLE FOR FUTURE SERVICE PER NEC. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES AND POINTS OF ACCESS.
12. LIGHT FIXTURES SHALL BE OPERATED BY SWITCH LOCATED IN SAME ROOM UNLESS OTHERWISE NOTED.
13. CONDUITS SHALL NOT BE ROUTED EXPOSED IN FINISHED AREAS UNLESS NOTED.
14. ALL SLEEVES THRU FLOOR SHALL BE SEALED WATERTIGHT AND SHALL TERMINATE MINIMUM 1" AFF.
15. CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. DETERMINE THE EXTENT OF DEMOLITION REQUIRED TO FACILITATE NEW CONSTRUCTION AND INCLUDE ALL SUCH WORK IN HIS BID. NO ADDITIONAL FUNDS WILL BE AUTHORIZED FOR ANY EXTRA WORK OR MATERIAL NECESSARY DUE TO THE FAILURE OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS OR FOR LACK OF COORDINATION BETWEEN TRADES.
16. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF ALL LIGHT FIXTURES.
17. REFER TO ARCHITECTURAL BUILDING ELEVATIONS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF ALL EXTERIOR LIGHT FIXTURES.
18. PVC CONDUIT SHALL ONLY BE USED UNDERGROUND WITH PLASTIC COATED OR WRAPPED RIGID STEEL CONDUIT ELBOWS. ALL INTERIOR CONDUIT SHALL BE EMT.
19. SEE MECHANICAL FLOOR PLANS FOR THERMOSTAT LOCATIONS.
20. PROVIDE NYLON COVERPLATES FOR ALL OUTLET BOXES.
21. SEAL AROUND ALL EXTERIOR WALL PENETRATIONS.
22. DRAWINGS ARE SCHEMATIC IN NATURE AND MAY NOT BE DRAWN EXACTLY TO SCALE. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT ROUTING OF ALL SERVICES WITH EXISTING CONDITIONS AND ALL OTHER TRADES TO AVOID SPACING OR ROUTING PROBLEMS.
23. ALL CIRCUITS SHALL INCLUDE A GREEN GROUND CONDUCTOR SIZED IN ACCORDANCE WITH NEC 250.122, UNLESS NOTED OTHERWISE.
24. ALL PENETRATIONS OF FIRE RATED PARTITIONS DUE TO THE INSTALLATION OF THE ELECTRICAL SYSTEMS SHALL BE SEALED TO MAINTAIN THE FIRE RATING OF THE WALL AND/OR FLOOR/CEILING.
25. CONTRACTOR SHALL PROVIDE ACCURATE PANEL SCHEDULES. SCHEDULES SHALL INDICATE DEVICES AND/OR EQUIPMENT SERVED, LOCATION AND/OR ROOM NUMBERS.
26. WHERE NEW LIGHTS OR RECEPTACLES ARE NOTED TO BE CONNECTED TO AN EXISTING CIRCUIT, CONTRACTOR SHALL TRACE EXISTING CIRCUIT TO DETERMINE CIRCUIT LOADING. THE LOAD ON A 20 AMP CIRCUIT SHALL NOT EXCEED 16 AMPS. WHERE THIS CANNOT BE ACHIEVED, CONTRACTOR SHALL CONTACT ARCHITECT FOR ALTERNATE INSTRUCTIONS.
27. WHERE DEVICES ARE INDICATED TO BE MOUNTED OVER THE COUNTER TOP, MOUNT THE DEVICE 2" ABOVE THE BACKSPLASH TO THE BOTTOM. WHERE NO BACKSPLASH EXISTS, MOUNT DEVICE AT 2" ABOVE COUNTER TOP TO BOTTOM.
28. WHERE TIGHTENING TORQUE IS INDICATED AS A NUMERIC VALUE OR IN INSTALLATION INSTRUCTIONS PROVIDED BY THE MANUFACTURER, A CALIBRATED TORQUE TOOL SHALL BE USED TO ACHIEVE THE INDICATED VALUE, UNLESS THE EQUIPMENT MANUFACTURER HAS PROVIDED INSTALLATION INSTRUCTIONS FOR A SPECIFIC ALTERNATIVE METHOD OF ACHIEVING THE REQUIRED TORQUE. CONTRACTOR SHALL PROVIDE A LETTER TO THE ELECTRICAL INSPECTOR STATING THAT ALL ELECTRICAL EQUIPMENT HAS BEEN TIGHTENED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.



OVERALL SITE PLAN



WGI®
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com

[illegible]

ENGINEER OF RECORD
Marc Remmert
P.E. #86716

BID SET

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 1
ELECTRICAL SYMBOL**

SHEET:
E0.01



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 1

February 13, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. Please advise whether the kiosks and Park directional signage shown on Sheet LH 500 are two-sided or one-sided signs.

ANSWER: There are 3 different types of signage proposed. The *Athletic Complex Welcome Sign* (Key Note Code Item M) is one sided. The *Park Trail Head Sign(s)* (Key Note Code Item E) is one sided. The *Park Directional Sign(s)* (Key Note Code Item F) is two sided.

2. Is the method of bid award based on the Base Bid amount or the totals of the base bids and alternate combined?

ANSWER: The bid award will be evaluated on the base bid totals of Sub-Phase I and Sub-Phase II combined. Exception, if an alternate is determined to be in the best interest of the Village ALL bids submitted will be evaluated based upon inclusion of that alternate line item.

3. Should the general contractor rely on the estimated quantities in the bid form or should we go by any additional areas and info that will be extracted from the plans?

ANSWER: The estimated quantities in the bid form are provided as a guide. The general contractor is responsible for reviewing the plans and ensuring their bid includes all areas and information that can be extracted from the plans.

4. How long after phase 1 is completed that we can start with the second phase. Or can both phases run concurrently?

ANSWER: Concurrently is acceptable provided the plan is provided at the Pre Construction Meeting.

5. Has the Village of Palm Springs identified a designed staging area for the contractor, or does the contractor have to provide their own staging and storage areas for keeping material and equipment?

ANSWER: There is no designated staging area at the site. This will be the contractor's responsibility.

6. Does the Village of Palm Springs have a designated Waste/Dumpster management company or does the Village allow any dumpster supplier to be used on the site?

ANSWER: The Village requires the use of its Waste Hauler, WastePro.

7. At what length interval would density test and proctors be required under the sidewalks?

ANSWER: 250 Feet

8. Alternate B on Phase 1 calls for the overhead electric to be buried underground. The E-1 Plans calls for new light fixtures and poles as per Light fixture schedule note: Please clarify.

ANSWER: The requirement for an alternate B bid is based on providing an alternate bid that includes the cost for burying the overhead electric lines for 3 existing light poles that are indicated on sheet LH-102. The new light fixtures specified on sheet E1.00 (a proposed light pole and fixture, and proposed ground mounted light for the proposed Athletic Complex Welcome Sign) should be included in the base bid per the electrical plans, sheets E0.01 and E1.00.

9. As per request for Maintenance of Traffic will the general contractor be required to submit a signed and sealed MOT Plans thru the Village of Palm Springs or thru any other jurisdictions? We assume that Davis Road and Alameda Drive are County Roads. Please advise.

ANSWER: The MOT plan does not have to be a signed and sealed set of drawings. It must include a map and written description of the MOT plan.

10. Please see attached Project Manual Index to indicate some of the listed bid documents are missing or duplicated.

ANSWER: Refer to the plans and specifications.

11. Liquidated Damages is not specified nor in Section 00100-7 Instruction to Bidders line item 8 or Section 00500-1 Agreement for Construction Services. Please kindly provide.

ANSWER: Liquidated damages for this project will be \$500 per day.

12. Can you kindly clarify if permit fees will be by GC or by the Village? I didn't see any note in the bid documents, nor it is listed in the Unite Price Submittal form.

ANSWER: The Village of Palm Springs waives village permit fees for this project. However, the contractor will be responsible for completing the required permit applications, submitting plans, drawings, etc.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2020.

Bidder



March 20, 2020

Mr. Justin Lucas
Village of Palm Springs
Parks and Recreation
226 Cypress Lane
Palm Springs, FL 33461
jlucas@vpsfl.org

RE: Project: Pathway Park Construction Sub-Phase I
Village Task Order No.: 255
WGI Project No.: 3527.01
Letter of No Objection

Mr. Lucas:

Per our Work Authorization Agreement No.: WG-G01, please accept the below letter of no objection for Bid No.: ITB 2020B-002:

On February 25, 2020 the Village of Palm Springs received four (4) bids from Contractors for the above referenced project; Waypoint Contracting, Inc., West Construction, Inc., and Engecon Construction, Inc., and American Design Engineering Construction, Inc. From the table below, Waypoint Contracting, Inc. provided the lowest base bid amount.

1.0 Sub-Phase I

Contractor	Base Bid Amount Sub-Phase I	Alternate Bid A	Alternate Bid B
Waypoint Contracting, Inc.	\$490,410.00	\$74,041.80	\$50,000.00
West Construction, Inc.	\$501,940.90	\$62,424.00	\$12,000.00
Engecon Construction, Inc.	\$576,288.75	\$78,030.00	\$3,450.00
American Design Engineering Construction, Inc.	\$944,184.55	\$59,198.76	\$21,000.00

In accordance with table 1.0 above, it is important to note that if the Village decides to include Alternate Bid A, the costs associated with bid items 18 and 19 are deducted from the Base Bid costs. No deduction was made in the bidder's costs for the removal of these line items in Alternate A. An additional explanation of the delta between WGI's opinion of probable construction costs and the contractors bid prices are the recent increased costs in the construction industry that can be attributed to material costs and the shortage of qualified labor available in the work force.

Subsequently, WGI has no objection that Waypoint Contracting, Inc. is the lowest responsive responsible bidder.

Thank you,
WGI

Kirsten Siegel, PLA
Municipal Studio Manager

copy

SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name:

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00300 - Bid Submission Checklist.
2. ___ Completed Section 00310 - Bid Form.
3. ___ Completed Section 00315 – Bidder's Qualifications Questionnaire and applicable
attachments.
4. ___ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ___ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ___ Completed Section 00415 - Public Entity Crimes.
7. ___ Completed Section 00420 - Drug-Free Workplace.
8. ___ Completed Section 00425 - Non-Collusive Affidavit
9. ___ Provide requested bidder qualification information per Section 00100 -
Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ___ Current insurance certificate showing that bidder can meet the insurance
requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and
SC-5.06, A.

11. ___ Signed copy of all Addenda.
12. ___ PBC Requirements for Federally Funded Projects, Part 1
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked AOriginal@.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>NO. 1</u>	<u>Feb. 13, 2020</u>
<u>NO. 2</u>	<u>Feb. 20, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$ 944,184.55
Alternate A TOTAL Sub-Phase I	\$ 59,198.76
Alternate B TOTAL Sub-Phase I	\$ 21,000.00

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 830,843.49
Alternate A TOTAL Sub-Phase IIa	\$ 248,419.71

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 1,775,028.04
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Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	27,104.60	27,104.60
2	Project Management/ Superintendent	LS	1	25,000.00	25,000.00
3	Permits	LS	1	6,000.00	6,000.00
4	Site Mobilization/ Demobilization	LS	1	85,000.00	85,000.00
5	Maintenance of Traffic	LS	1	20,000.00	20,000.00
6	Erosion Control	LS	1	5,000.00	5,000.00
7	Indemnification	LS	1	10,000.00	10,000.00
8	Unforeseen Condition Allowance	LS	1	6,000.00	6,000.00
9	A-Built Survey/ Record Drawings	LS	1	30,000.00	30,000.00
Demolition					
10	Removal of Existing Trees	EA	26	500.00	13,000.00
11	Removal of Existing Sidewalk	SY	255	20.00	5,100.00
12	Removal of Existing Asphalt	SY	118	20.00	2,360.00
13	Removal of Existing Chain Link Fence	LF	75	20.00	1,500.00
Site Preparation					
14	Clearing and Grubbing	LS	1	45,000.00	45,000.00
15	Root Pruning and Tree Relocation	EA	1	3,500.00	3,500.00
16	Protection of Existing Trees to Remain	EA	9	500.00	4,500.00
17	Grading	LS	1	16,000.00	16,000.00
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971	65.00	63,115.00
19	6" Concrete Sidewalk	SY	185	70.00	12,950.00
20	AGT Ultra Grade Glow Aggregate	SF	5,467	6.00	32,802.00
21	Top-Cast Concrete Surface Retarder	SF	5,467	1.00	5,467.00
22	Concrete Paver Crosswalk	SF	1,693	5.00	8,465.00
23	Custom Concrete Stamp	EA	1	7,000.00	7,000.00
24	Concrete Stamping	SF	78	10.00	780.00
25	White Aluminum Fence	LF	75	300.00	22,500.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1	6,000.00	6,000.00
27	Harmonizing Existing Grades and Conditions Allowance	LS	1	8,000.00	8,000.00
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2	3,965.00	7,930.00
29	4' Rolled Form Perforated Bench	EA	2	945.00	1,890.00
30	Water Fountain with Pet Station	EA	1	6,500.00	6,500.00
31	Water Service Connection	EA	1	2,500.00	2,500.00
32	Meter Box	EA	1	2,400.00	2,400.00
33	Dual Garbage Can	EA	1	3,300.00	3,300.00
34	Village Center/ Athletic Complex Welcome Sign	EA	1	2,500.00	2,500.00
35	Trailhead Signage	EA	1	2,150.00	2,150.00
36	Park Directional Signage	EA	2	1,460.00	2,920.00
Landscape					
37	Live Oak	EA	7	850.00	5,950.00
38	Silver Buttonwood	EA	21	375.00	7,875.00
39	Sabal Palm	EA	20	260.00	5,200.00
40	Crepe Myrtle	EA	6	375.00	2,250.00
41	Bougainvillea	EA	1	285.00	285.00
42	Birds of Paradise	EA	6	59.50	357.00
43	Foxtail Fern	EA	12	9.00	108.00
44	Root Barrier	LF	470	600.00	282,000.00
45	Bahia Sod	SF	24,035	0.57	13,699.95
46	Top Soil	LS	1	605.00	605.00
47	Mulch	LS	1	621.00	621.00
48	Irrigation	LS	1	65,000.00	65,000.00
Lighting					
49	Welcome Center Sign Flood Light	EA	1	6,000.00	6,000.00
50	Light Pole and Fixture	EA	1	8,000.00	8,000.00
51	Conduit	LS	1	4,000.00	4,000.00
52	Wiring	LS	1	3,000.00	3,000.00
Contingency					
53	Contingency	LS	1	35,000.00	\$35,000
Total of All Unit Price Bid Items					\$944,184.55

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 944,184.55

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0		
19A	6" Concrete Sidewalk	SY	1156	\$51.21	\$59,198.76
Total of All Unit Price Bid Items Alternate A					\$59,198.76

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A \$ 59,198.76

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1	\$21,000.00	\$21,000.00
Total of All Unit Price Bid Items Alternate B					\$21,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B

\$ 21,000.00

ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

American Design Engineering Construction Inc

By:

[Signature]

Steven Espinal

[Printed name]

Steven Espinal

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Juan Espinal

[Printed name]

Juan Espinal

Title:

P

Submittal Date:

February 25, 2020

Address for giving notices:

2853 Executive Park Drive Suite 202
Weston, FL 33331

Telephone Number:

954-740-7777

Fax Number:

Contact Name and e-mail address:

Steven Espinal

Steven.Espinal@adeconstructioninc.com

Bidder's License No.:

CG-C006592

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
NO. 1	Feb. 13, 2020
NO. 2	Feb. 20, 2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$ 830,843.49
Alternate A Sub-Phase IIa	\$248,419.71

Unit Price Submittal for Sub-Phase IIa

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	45,000.00	45,000.00
2	Project Management/ Superintendent	LS	1	50,000.00	50,000.00
3	Permits	LS	1	6,000.00	6,000.00
4	Site Mobilization/ Demobilization	LS	1	70,000.00	70,000.00
5	Maintenance of Traffic	LS	1	25,000.00	25,000.00
6	Erosion Control	LS	1	7,000.00	7,000.00
7	Indemnification	LS	1	10,000.00	10,000.00
8	Unforeseen Condition Allowance	LS	1	6,000.00	6,000.00
9	A-Built Survey/ Record Drawings	LS	1	30,000.00	30,000.00
Demolition					
10	Removal of Existing Sidewalk	SY	2,418	20.00	48,360.00
11	Removal of Existing Asphalt	SY	254	20.00	5,080.00
Site Preparation					
12	Clearing and Grubbing	LS	1	45,120.00	45,120.00
13	Root Pruning and Tree Relocation	EA	2	757.50	1,515.00
14	Protection of Existing Trees to Remain	EA	64	100.00	6,400.00
15	Grading	LS	1	39,320.00	39,320.00
16	Relocation of Fire Hydrant	EA	1	800.00	800.00
Hardscape, Paving, and Grading					
17	4" Concrete Sidewalk	SY	4,043	53.00	214,279.00
18	6" Concrete Sidewalk	SY	808	65.00	52,520.00
19	AGT Ultra Grade Glow Aggregate	SF	1,000	10.00	10,000.00
20	Top-Cast Concrete Surface Retarder	SF	1,000	0.50	500.00
21	Concrete Paver Crosswalk	SF	5,778	10.00	57,780.00
22	Custom Concrete Stamp	EA	1	6,500.00	6,500.00
23	12" White Thermoplastic Painted Crosswalk	EA	2	800.00	1,600.00
24	Concrete Stamping	SF	117	6.10	713.70
25	ADA Detectable Warnings	LS	1	12,000.00	12,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Harmonizing Existing Grades and Conditions Allowance	LS	1	10,000.00	10,000.00
Site Amenities					
27	Trailhead Signage	EA	1	2,150.00	2,150.00
28	Park Directional Signage	EA	3	1,500.00	4,500.00
Landscape					
29	Silver Buttonwood	EA	2	400.00	800.00
30	Giant Silver Bromeliad	EA	2	85.00	170.00
31	Green Island Ficus	EA	11	9.00	99.00
32	Dwarf Firebush	EA	147	25.00	3,675.00
33	Maui Yellow Ixora	EA	11	9.00	99.00
34	Bahia Sod	SF	26,925	1.00	26,925
35	Top Soil	LS	1	247.50	247.50
36	Mulch	LS	1	600.00	600.00
37	Irrigation	LS	1	1,605.29	1,605.29
Contingency					
38	Contingency	LS	1	30,000.00	\$30,000
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 830,843.49

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
17A	4" Concrete Sidewalk	SY	0	\$0.00	\$0.00
18A	6" Concrete Sidewalk	SY	4,851	\$51.21	\$248,419.71
Total of All Unit Price Bid Items Alternate A					\$248,419.71

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A

\$ 248,419.71

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

American Design Engineering Construction Inc

By:

[Signature]

Steven Espinal

[Printed name]

Steven Espinal

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Juan Espinal

[Printed name]

Juan Espinal

Title:

P

Submittal Date:

February 25, 2020

Address for giving notices:

2853 Executive Park Drive Suite 202
Weston, FL 33331

Telephone Number:

954-740-7777

Fax Number:

Contact Name and e-mail address:

Steven Espinal

Steven.Espinal@adeconstructioninc.com

Bidder's License No.:

C6C006592
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
13 Years
2. General Contractor's License Number (attach copy): CGC006592.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida.
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: MDX 836 Extension

Owner Contact: Albert Aguirre Ph: 305-753-5808

Engineer Contact: Alexander Design+Build Ph: _____

Contract Time: _____ days Bid Value: _____

Final Contract Amount: \$2,400,000.00 Completion Date: _____

5. Have you ever failed to complete work awarded to you? If so, where and why.

No

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

1/22/20

00315-2

BIDDER QUALIFICATIONS QUESTIONNAIRE

Concrete Saw, Bobcat, Dump Truck, Plate Compactor

9. What equipment will you purchase for completing the proposed work:

10. What equipment will you rent for completing proposed work:

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Concrete Repair E-6M23-R0
Owner/Entity Name: FDOT
Address: Different Locations
City, State, Zip: Miami
Owner Contact MO Alkoshemi Title: Inspector Ph No.: 786-479-7860
Start Date of Project: February 2019
Completion Date of Project: November 2019

Summary of Project:

Demolition of Side walks, Curb & Gutter & Driveways
Installation of new sidewalks, Curb & Gutter & Driveways

Similar Reference type: (check all that apply)

Aluminum Bridge Installation ☐

Other Similar Equivalent Work ☒

b. Project Name: Palmetto Park Road Bridge
Owner/Entity Name: FDOT
Address: _____
City, State, Zip: _____
Owner Contact Alberto Aguirre Title: _____ Ph No.: 305-753-5808
Start Date of Project: _____
Completion Date of Project: _____

Summary of Project:

Installation of Steel Fence on different pedestrian bridges

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

c. Project Name: Windmill Ranch Custom House

Owner/Entity Name: Alexander Graff

Address: 2950 Luckie Rd

City, State, Zip: Weston, FL 33331

Owner Contact Alex Graff Title: _____ Ph No.: 954-614-4666

Start Date of Project: Oct 2018

Completion Date of Project: Feb 2020

Summary of Project:

Demolish & Complete Renovation of interior, exterior and Graff

residence surrounding sidewalks, drive away, concrete patio deck, electrical,

mechanical and Plumbing work

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

d. Project Name: MDX 836 Extension from 107th Ave to 137th ave

Owner/Entity Name: Alexander Design + Build, LLC

Address: NW 107 ave to NW 137 Ave

City, State, Zip: Miami, FL

Owner Contact Alberto Aguirre Title: _____ Ph No.: 305-753-5808

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

ITS / Fiber Optics, Under ground utilities Installation and
Relocation / Slab - concrete work and Sidewalk

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

e. Project Name: Fort Lauderdale, FL New Home Residence.

Owner/Entity Name: Hugo Rodriguez

Address: 3115 NE 25 ST

City, State, Zip: Fort Lauderdale.

Owner Contact Vladimir Batista Title: _____ Ph No.: 786-838-8469

Start Date of Project: _____

Completion Date of Project: January 2020

Summary of Project:

Demo old Residence, build a new Residence. From the bottom-up
estimated budget \$1,750,000.00

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

f. Project Name: Road resurfacing & related Improvement

Owner/Entity Name: E & R Services

Address: _____

City, State, Zip: _____

Owner Contact Emilio Rodriguez Title: _____ Ph No.: 301-547-5637

Start Date of Project: 2018 - Nov

Completion Date of Project: 2019 - December

Summary of Project:

removal and replacement of 18,050 sq of Residential &
Commercial drive ways, 74,500 LF of curb & gutter & 171,500
of side walk

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows:

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to **Pathway Park Construction Sub-Phase I and Sub-Phase II** subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

American Design Engineering Construction Inc

CONTRACTOR's Company Name

Steven Espinal

Steven Espinal

Signature of Authorized Agent of CONTRACTOR

Name and Title (Printed)

VP

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, American Design Engineering Construction, Inc.

as Principal and CONTRACTOR, and United States Fire Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Sub-Phase I and Sub-Phase II

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said American Design Engineering Construction, Inc., as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said United States Fire Insurance Company as Surety herein, has caused these presents to be signed in its name by its _____ under its corporate seal, this 25th day of February A.D., 2020.

Signed, sealed and delivered in
the presence of:

American Design Engineering Construction, Inc.

Principal-CONTRACTOR

By: _____

Title: _____

As to Principal

United States Fire Insurance Company

Surety

By: _____

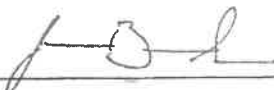
Jonathan A. Bursevich

Attorney-in-Fact (Power-of-Attorney to be attached)

1/22/20

00410-2

BID BOND

By: 
Jonathan A. Bursevich
Resident Agent

END OF SECTION

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00952429520

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

David T. Satine, Jonathan A. Bursevich

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of February, 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name American Design Engineering Construction Inc.

Signature Steven Espinal

Name & Title Steven Espinal VP

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the Steven Espinal
(INDIVIDUAL'S NAME)

of VP
(TITLE/POSITION WITH COMPANY/VENDOR)

American Design Engineering Construction Inc.
(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE Steven Espinal

DATE Feb. 24, 2020

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Broward)

Steven Espinal being first duly sworn, deposes and says that:

1. He/she is the VP, (Owner, Partner, Officer, Representative or Agent) of American Design Engineering Construction Inc. 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 of 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:



Milagros Varquez

Printed Name

NOTARY PUBLIC

Title

END OF SECTION

County of Broward

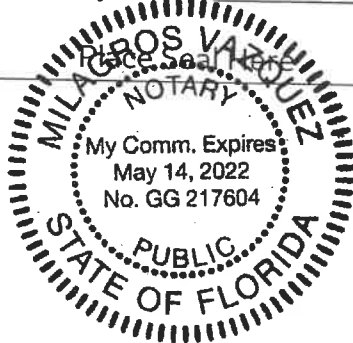
The foregoing instrument was acknowledged before me this 25 day
of FEBRUARY, 20 20, by means of physical presence by
YANIER ESPINAL (name of person acknowledging).

- Type of Identification Produced FLORIDA DRIVER LICENSE

Notary signature

Notary name (typed or printed) Miguel Vazquez

Title (e.g., Notary Public)



Type or Title of Document

PATHWAY FOR CONSTRUCTION OF SUB-PHASE I and SUB-PHASE II

Document Date

02-25-2020

Number of Pages

46

Signer(s) Other Than Named Above



F O O 1 - 0 0 0 D S G 5 3 5 0 F L



Florida Department of Transportation

RON DESANTIS
GOVERNOR

14655 SW 122nd Avenue
Miami, FL 33186-6102

KEVIN J. THIBAUT
SECRETARY

October 29, 2019

7015 1520 0002 4822 9451

American Design Engineering Construction, Inc.
2853 Executive Park Drive
Weston, FL 33331
(954) 274 7117
Steven.espinel@adeconstructioninc.com

RE: Contract: E6M23 R0
Description: Concrete Repair
Financial#: 444284-1-72-01

Attached is the Final Contractor Field Performance Report (CFPR) for E6M23-R0. Please sign the CFPR and return to this office within 10 business days. If you desire a meeting to discuss the results of the Report, please submit your written request to **14655 SW 122 Av Miami FL, 33186**, or email bencze.vajta@dot.state.fl.us or fax (305) 640-7287. Written request for a meeting must be received by this office within ten (10) business days from your receipt of this letter. If requested, the Project Manager will schedule the meeting based on a mutually agreed upon time and date at a location selected by the Department. If a meeting is not requested, or you fail to attend the meeting that is scheduled to discuss the CFPR, you will be deemed to have accepted the Final CFPR and forfeit your dispute rights.

Sincerely,


Bencze Vajta
Roadway Area Manager

cc: R. Marrero, L Salazar, B. Jimmerson, H. Bechtold, K. Al-Said,
E6M23-R0 Contract's file

FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTOR
FIELD PERFORMANCE REPORT

375-020-43
 MAINTENANCE
 1/19

Contractor: American Design Engineering Construction Over

Contract: E6M23-R0

Evaluation Date: October 22, 2019

Type of Evaluation: ☐ Periodic ☒ Final

Category One

Pursuit and Timely Completion of Work

	Performance
The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded.	Excellent ☒
Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded.	Satisfactory ☐
The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work.	Unsatisfactory ☐
The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met.	Poor ☐

Notes & Comments

The contractor performed his work in professional manner and met the departments expectation. Work was completed within the dates on the work documents. In U.S 1 Work order 3 the contractor finished his work before the work order due date and demonstrated great effort to complete the work in a timely fashion. MA

Category Two

Maintenance of Traffic (MOT) & Safety Operations

	Performance
MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public.	Excellent ☒
MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally.	Satisfactory ☐
MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met.	Unsatisfactory ☐
Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met.	Poor ☐
N/A (To be used when MOT was not necessary or included in the contract).	N/A ☐

Notes & Comments

MOT setup was per the design standards and specs and expectation were met. No incidents or injuries occurred within work zones due to improper MOT Set up. MA

Contractor: American Design Engineering Contruction OverContract: E6M23-R0Evaluation Date: October 22, 2019**Category Three****Timely and Complete Submittal of Documents and Reports**

	Performance
Written correspondence and documentation were error free and critical dates were met.	Excellent ◎
Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors.	Satisfactory ○
Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal.	Unsatisfactory ○
Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time.	Poor ○

Notes & Comments

Contractor submitted documents timely, complete, and free of errors. When the work order is completed the contractor always submitted all the invoices and documents in a professional manner. MA

Category Four**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

	Performance
Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department.	Excellent ◎
Contractor consistently performed quality work operations according to the contract with few errors.	Satisfactory ○
Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work.	Unsatisfactory ○
The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion.	Poor ○

Notes & Comments

The contractor followed all requirements /conditions of the contract and provided quality work for the department. The field crew did their best to exceed work expectation. The contractor kept the department informed of every problem found during the operations. MA

Contractor: American Design Engineering Construction OverContract: E6M23-R0Evaluation Date: October 22, 2019**Category Five****Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

	Performance
Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded.	Excellent ●
Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded.	Satisfactory ○
Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met.	Unsatisfactory ○
Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate.	Poor ○
Notes & Comments	
When the department had any concerns or issues the contractor was quick to help us resolve them. No complaints from the department or the traveling public. The contractor showed excellent interaction with department personnel. MA	

Category Six**Disadvantaged Business Enterprise (DBE) Reporting**

	Performance
Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required.	Excellent ●
Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE	Satisfactory ○
Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required.	Unsatisfactory ○
Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary.	Poor ○
N/A (To be used when the Contractor is exempt from DBE reporting requirements.)	N/A ○
Notes & Comments	
The contractor met all requirement in regards to DBE information. MA	

Contractor: American Design Engineering Contruction Over

Contract: E6M23-R0

Evaluation Date: October 22, 2019

Overall Score: 100

Summary

Overall contractor ADE Construction has made a good effort to complete the work on time and with great quality. MOT setup were according to the FDOT design standard. no incidents or injuries occurred within work zones. contractor provided daily report with no errors. Looking forward to working with ADEC again in the future. MA

Pursuit and Timely Completion of Work	<u>Excellent</u>
Maintenance of Traffic (MOT) & Safety Operations	<u>Excellent</u>
Timely and Complete Submittal of Documents and Reports	<u>Excellent</u>
Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	<u>Excellent</u>
Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies	<u>Excellent</u>
Disadvantaged Business Enterprise (DBE) Reporting	<u>Excellent</u>

Submitted By: [Signature] 10/28/2019
Project Manager Date

CONTRACTOR

Date

Reviewed By: [Signature] 10/29/2019
Cost Center Manager Date

Reviewed By: [Signature] 10/29/19
District Maintenance Engineer Date

COPIES:

Contractor

Project File

District Maintenance Engineer - Original

Cost Center Manager



CERTIFICATE OF LIABILITY INSURANCE

Date
02/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alberto Insurance 7169 W Oakland Park Blvd Lauderhill, FL 33313-1038	CONTACT NAME: Alberto Murdi PHONE (A/C, No, Ext): 9549907620 FAX (A/C, No): 9549907592 E-MAIL ADDRESS: albertoinurance@gmail.com INSURER(S) AFFORDING COVERAGE INSURER A : Infinity Assurance Insurance Company INSURED B : INSURED C : INSURED D : INSURED E : INSURED F : NAIC # 39497
INSURED AMERICAN DESIGN ENGINEERING CONSTRUCTION 2853 Executive Park Dr Ste 202 Weston, FL 33331	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		509620038468001	03/14/2019	03/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: 9012255

Vehicle: 2013 Toyo 5TFRY5F1XDX141622

2018 Toyo 5TFAW5F18JX764610

2019 Ford 1FT17W2BT7KEC95524

2019 Lamar 5RVDM1621KP073353

CERTIFICATE HOLDER

Manatee County BCC Procurement Division
1112 Manatee Ave W Ste 803
Brandenton, FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEONOR, MARIO F

AMERICAN DESIGN ENGINEERING CONSTRUCTION INC

2853 EXECUTIVE PARK DR. SUITE 202

WESTON

FL 33331

LICENSE NUMBER: CGC006592

EXPIRATION DATE: AUGUST 31, 2020

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

AMERICAN DESIGN ENGINEERING CONSTRUCTION INC.

Filing Information

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Principal Address

2853 EXECUTIVE PARK DRIVE
202
WESTON, FL 33331

Changed: 06/11/2014

Mailing Address

2853 EXECUTIVE PARK DR.
202
WESTON, FL 33331

Changed: 06/11/2014

Registered Agent Name & Address

ESPINAL, JUAN SR
2853 Executive Park Dr
202
WESTON, FL 33331

Address Changed: 04/30/2015

Officer/Director Detail

Name & Address

Title P

JUAN, ESPINAL SR
2853 EXECUTIVE PARK DR.
WESTON, FL 33331

Title Secretary

ESPINAL, ADA
2853 EXECUTIVE PARK DR.
202
WESTON, FL 33331

Title D

LEONOR, MARIO F
2853 EXECUTIVE PARK DR.
202
WESTON, FL 33331

Title VP, Treasurer

Espinal, Yainier STEVEN
2853 EXECUTIVE PARK DR. SUITE 202
202
WESTON, FL 33331

Annual Reports

Report Year	Filed Date
2017	04/12/2017
2018	04/30/2018
2019	04/22/2019

Document Images

<u>04/22/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/12/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/06/2016 -- ANNUAL REPORT</u>	View image in PDF format
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<u>06/11/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
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04/30/2009 -- ANNUAL REPORT

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11/20/2008 -- Amendment

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07/14/2008 -- ANNUAL REPORT

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08/10/2007 -- Domestic Profit

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SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name:

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00300 - Bid Submission Checklist.
2. ___ Completed Section 00310 - Bid Form.
3. ___ Completed Section 00315 – Bidder's Qualifications Questionnaire and applicable
attachments.
4. ___ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ___ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ___ Completed Section 00415 - Public Entity Crimes.
7. ___ Completed Section 00420 - Drug-Free Workplace.
8. ___ Completed Section 00425 - Non-Collusive Affidavit
9. ___ Provide requested bidder qualification information per Section 00100 -
Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ___ Current insurance certificate showing that bidder can meet the insurance
requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and
SC-5.06, A.

11. ___ Signed copy of all Addenda.
12. ___ PBC Requirements for Federally Funded Projects, Part 1
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked AOriginal@.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

NO. 1

Feb. 13, 2020

NO. 2

Feb. 20, 2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$ 944,184.55
Alternate A TOTAL Sub-Phase I	\$ 59,198.76
Alternate B TOTAL Sub-Phase I	\$ 21,000.00

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 830,843.49
Alternate A TOTAL Sub-Phase IIa	\$ 248,419.71

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 1,775,028.04
---	-----------------

Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	27,104.60	27,104.60
2	Project Management/ Superintendent	LS	1	25,000.00	25,000.00
3	Permits	LS	1	6,000.00	6,000.00
4	Site Mobilization/ Demobilization	LS	1	85,000.00	85,000.00
5	Maintenance of Traffic	LS	1	20,000.00	20,000.00
6	Erosion Control	LS	1	5,000.00	5,000.00
7	Indemnification	LS	1	10,000.00	10,000.00
8	Unforeseen Condition Allowance	LS	1	6,000.00	6,000.00
9	A-Built Survey/ Record Drawings	LS	1	30,000.00	30,000.00
Demolition					
10	Removal of Existing Trees	EA	26	500.00	13,000.00
11	Removal of Existing Sidewalk	SY	255	20.00	5,100.00
12	Removal of Existing Asphalt	SY	118	20.00	2,360.00
13	Removal of Existing Chain Link Fence	LF	75	20.00	1,500.00
Site Preparation					
14	Clearing and Grubbing	LS	1	45,000.00	45,000.00
15	Root Pruning and Tree Relocation	EA	1	3,500.00	3,500.00
16	Protection of Existing Trees to Remain	EA	9	500.00	4,500.00
17	Grading	LS	1	16,000.00	16,000.00
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971	65.00	63,115.00
19	6" Concrete Sidewalk	SY	185	70.00	12,950.00
20	AGT Ultra Grade Glow Aggregate	SF	5,467	6.00	32,802.00
21	Top-Cast Concrete Surface Retarder	SF	5,467	1.00	5,467.00
22	Concrete Paver Crosswalk	SF	1,693	5.00	8,465.00
23	Custom Concrete Stamp	EA	1	7,000.00	7,000.00
24	Concrete Stamping	SF	78	10.00	780.00
25	White Aluminum Fence	LF	75	300.00	22,500.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1	6,000.00	6,000.00
27	Harmonizing Existing Grades and Conditions Allowance	LS	1	8,000.00	8,000.00
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2	3,965.00	7,930.00
29	4' Rolled Form Perforated Bench	EA	2	945.00	1,890.00
30	Water Fountain with Pet Station	EA	1	6,500.00	6,500.00
31	Water Service Connection	EA	1	2,500.00	2,500.00
32	Meter Box	EA	1	2,400.00	2,400.00
33	Dual Garbage Can	EA	1	3,300.00	3,300.00
34	Village Center/ Athletic Complex Welcome Sign	EA	1	2,500.00	2,500.00
35	Trailhead Signage	EA	1	2,150.00	2,150.00
36	Park Directional Signage	EA	2	1,460.00	2,920.00
Landscape					
37	Live Oak	EA	7	850.00	5,950.00
38	Silver Buttonwood	EA	21	375.00	7,875.00
39	Sabal Palm	EA	20	260.00	5,200.00
40	Crepe Myrtle	EA	6	375.00	2,250.00
41	Bougainvillea	EA	1	285.00	285.00
42	Birds of Paradise	EA	6	59.50	357.00
43	Foxtail Fern	EA	12	9.00	108.00
44	Root Barrier	LF	470	600.00	282,000.00
45	Bahia Sod	SF	24,035	0.57	13,699.95
46	Top Soil	LS	1	605.00	605.00
47	Mulch	LS	1	621.00	621.00
48	Irrigation	LS	1	65,000.00	65,000.00
Lighting					
49	Welcome Center Sign Flood Light	EA	1	6,000.00	6,000.00
50	Light Pole and Fixture	EA	1	8,000.00	8,000.00
51	Conduit	LS	1	4,000.00	4,000.00
52	Wiring	LS	1	3,000.00	3,000.00
Contingency					
53	Contingency	LS	1	35,000.00	\$35,000
Total of All Unit Price Bid Items					\$944,184.55

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price

\$ 944,184.55

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0		
19A	6" Concrete Sidewalk	SY	1156	\$51.21	\$59,198.76
Total of All Unit Price Bid Items Alternate A					\$59,198.76

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A

\$ 59,198.76

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1	\$21,000.00	\$21,000.00
Total of All Unit Price Bid Items Alternate B					\$21,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B

\$ 21,000.00

ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

American Design Engineering Construction Inc

By:

[Signature]

Steven Espinal

[Printed name]

Steven E. Espinal

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Juan Espinal

[Printed name]

Juan Espinal

Title:

P

Submittal Date:

February 25, 2020

Address for giving notices:

2853 Executive Park Drive Suite 202
Weston, FL 33331

Telephone Number:

954-740-7777

Fax Number:

Contact Name and e-mail address:

Steven Espinal

Steven.Espinal@adeconstructioninc.com

Bidder's License No.:

CGC006592

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
NO. 1	Feb. 13, 2020
NO. 2	Feb. 20, 2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
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- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
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 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

SECTION 00300

 **COPY**

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name: Engecon Construction, Inc.

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00300 - Bid Submission Checklist.
2. ☒ Completed Section 00310 - Bid Form.
3. ☒ Completed Section 00315 – Bidder's Qualifications Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ☒ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ☒ Completed Section 00415 - Public Entity Crimes.
7. ☒ Completed Section 00420 - Drug-Free Workplace.
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.

11. ☒ Signed copy of all Addenda.
12. ☒ PBC Requirements for Federally Funded Projects, Part 1
- a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

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C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/13/2020</u>
<u>2</u>	<u>2/20/2020</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$ 576,288.75
Alternate A TOTAL Sub-Phase I	\$ 78,030.00
Alternate B TOTAL Sub-Phase I	\$ 3,450.00

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 687,443.30
Alternate A TOTAL Sub-Phase IIa	\$ 327,442.50

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 1,263,732.05
--	------------------------

Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	40,000.00	40,000.00
2	Project Management/ Superintendent	LS	1	84,000.00	84,000.00
3	Permits	LS	1	150.00	150.00
4	Site Mobilization/ Demobilization	LS	1	20,000.00	20,000.00
5	Maintenance of Traffic	LS	1	12,000.00	12,000.00
6	Erosion Control	LS	1	18,000.00	18,000.00
7	Indemnification	LS	1	10.00	10.00
8	Unforeseen Condition Allowance	LS	1	10,000.00	10,000.00
9	A-Built Survey/ Record Drawings	LS	1	3,500.00	3,500.00
Demolition					
10	Removal of Existing Trees	EA	26	380.00	9,880.00
11	Removal of Existing Sidewalk	SY	255	28.00	7,140.00
12	Removal of Existing Asphalt	SY	118	35.00	4,130.00
13	Removal of Existing Chain Link Fence	LF	75	12.00	900.00
Site Preparation					
14	Clearing and Grubbing	LS	1	20,000.00	20,000.00
15	Root Pruning and Tree Relocation	EA	1	5,000.00	5,000.00
16	Protection of Existing Trees to Remain	EA	9	100.00	900.00
17	Grading	LS	1	3,360.00	3,360.00
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971	42.00	40,782.00
19	6" Concrete Sidewalk	SY	185	67.50	12,487.50
20	AGT Ultra Grade Glow Aggregate	SF	5,467	5.00	27,335.00
21	Top-Cast Concrete Surface Retarder	SF	5,467	1.25	6,833.75
22	Concrete Paver Crosswalk	SF	1,693	9.00	15,237.00
23	Custom Concrete Stamp	EA	1	5,500.00	5,500.00
24	Concrete Stamping	SF	78	46.00	3,588.00
25	White Aluminum Fence	LF	75	230.00	17,250.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1	9,000.00	9,000.00
27	Harmonizing Existing Grades and Conditions Allowance	LS	1	2,500.00	2,500.00
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2	5,175.00	10,350.00
29	4' Rolled Form Perforated Bench	EA	2	1,725.00	3,450.00
30	Water Fountain with Pet Station	EA	1	11,500.00	11,500.00
31	Water Service Connection	EA	1	1,500.00	1,500.00
32	Meter Box	EA	1	250.00	250.00
33	Dual Garbage Can	EA	1	5,209.50	5,209.50
34	Village Center/ Athletic Complex Welcome Sign	EA	1	2,875.00	2,875.00
35	Trailhead Signage	EA	1	3,450.00	3,450.00
36	Park Directional Signage	EA	2	1,725.00	3,450.00
Landscape					
37	Live Oak	EA	7	1,200.00	8,400.00
38	Silver Buttonwood	EA	21	690.00	14,490.00
39	Sabal Palm	EA	20	320.00	6,400.00
40	Crepe Myrtle	EA	6	610.65	3,663.90
41	Bougainvillea	EA	1	368.00	368.00
42	Birds of Paradise	EA	6	51.75	310.50
43	Foxtail Fern	EA	12	11.35	136.20
44	Root Barrier	LF	470	34.50	16,215.00
45	Bahia Sod	SF	24,035	0.25	6,008.75
46	Top Soil	LS	1	403.65	403.65
47	Mulch	LS	1	575.00	575.00
48	Irrigation	LS	1	50,000.00	50,000.00
Lighting					
49	Welcome Center Sign Flood Light	EA	1	800.00	800.00
50	Light Pole and Fixture	EA	1	7,500.00	7,500.00
51	Conduit	LS	1	3,000.00	3,000.00
52	Wiring	LS	1	1,500.00	1,500.00
Contingency					
53	Contingency	LS	1		\$35,000
Total of All Unit Price Bid Items					\$576,288.75

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 576,288.75

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0		0
19A	6" Concrete Sidewalk	SY	1156		78,030.00
Total of All Unit Price Bid Items Alternate A					\$78,030.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A \$ 654,318.75

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1	3,450.00	3,450.00
Total of All Unit Price Bid Items Alternate B					\$ 3,450.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B

\$ 579,738.75

ARTICLE 5 - TIME OF COMPLETION

5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: CGC058563
- G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 -- DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 -- BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Engecon Construction, Inc.

By:

[Signature]



[Printed name] Raquel Naim

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Robert G. Waite

Title:

Vice President

Submittal Date:

2/25/2020

Address for giving notices:

2290 10th Ave. N. Suite #408

Lake Worth, FL 33461

Telephone Number:

561-585-1565

Fax Number:

561-585-1565

Contact Name and e-mail address:

Raquel Naim

engeconconstruction@gmail.com

Bidder's License No.:

CGC058563

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/13/2020</u>
<u>2</u>	<u>2/20/2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$ 687,443.30
Alternate A Sub-Phase IIa	\$ 327,442.50

Unit Price Submittal for Sub-Phase IIa

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	50,000.00	50,000.00
2	Project Management/ Superintendent	LS	1	105,000.00	105,000.00
3	Permits	LS	1	150.00	150.00
4	Site Mobilization/ Demobilization	LS	1	20,000.00	20,000.00
5	Maintenance of Traffic	LS	1	13,500.00	13,500.00
6	Erosion Control	LS	1	12,000.00	12,000.00
7	Indemnification	LS	1	10.00	10.00
8	Unforeseen Condition Allowance	LS	1	10,000.00	10,000.00
9	A-Built Survey/ Record Drawings	LS	1	3,500.00	3,500.00
Demolition					
10	Removal of Existing Sidewalk	SY	2,418	28.00	67,704.00
11	Removal of Existing Asphalt	SY	254	35.00	8,890.00
Site Preparation					
12	Clearing and Grubbing	LS	1	15,000.00	15,000.00
13	Root Pruning and Tree Relocation	EA	2	5,000.00	10,000.00
14	Protection of Existing Trees to Remain	EA	64	100.00	6,400.00
15	Grading	LS	1	3,360.00	3,360.00
16	Relocation of Fire Hydrant	EA	1	3,450.00	3,450.00
Hardscape, Paving, and Grading					
17	4" Concrete Sidewalk	SY	4,043	42.00	169,806.00
18	6" Concrete Sidewalk	SY	808	67.50	54,540.00
19	AGT Ultra Grade Glow Aggregate	SF	1,000	5.00	5,000.00
20	Top-Cast Concrete Surface Retarder	SF	1,000	1.25	1,250.00
21	Concrete Paver Crosswalk	SF	5,778	9.00	52,002.00
22	Custom Concrete Stamp	EA	1	5,500.00	5,500.00
23	12" White Thermoplastic Painted Crosswalk	EA	2	1,000.00	2,000.00
24	Concrete Stamping	SF	117	46.00	5,382.00
25	ADA Detectable Warnings	LS	1	9,000.00	9,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Harmonizing Existing Grades and Conditions Allowance	LS	1	2,500.00	2,500.00
Site Amenities					
27	Trailhead Signage	EA	1	3,450.00	3,450.00
28	Park Directional Signage	EA	3	1,725.00	5,175.00
Landscape					
29	Silver Buttonwood	EA	2	690.00	1,380.00
30	Giant Silver Bromeliad	EA	2	83.95	167.90
31	Green Island Ficus	EA	11	11.25	123.75
32	Dwarf Firebush	EA	147	11.15	1,639.05
33	Maui Yellow Ixora	EA	11	12.30	135.30
34	Bahia Sod	SF	26,925	0.25	6,731.25
35	Top Soil	LS	1	134.55	134.55
36	Mulch	LS	1	287.50	287.50
37	Irrigation	LS	1	2,275.00	2,275.00
Contingency					
38	Contingency	LS	1		\$30,000
Total of All Unit Price Bid Items					\$ 687,443.30

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 687,443.30

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
17A	4" Concrete Sidewalk	SY	0		0
18A	6" Concrete Sidewalk	SY	4,851	67.50	327,442.50
Total of All Unit Price Bid Items Alternate A					\$327,442.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid Items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A**

\$ 1,014,885.80

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC058563
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Engecon Construction, Inc.

By:

[Signature]



[Printed name]

Raquel Naim

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Robert G. Waite

Title:

Vice President

Submittal Date:

2/25/2020

Address for giving notices:

2290 10th Ave. N Suite#408

Lake Worth, FL 33461

Telephone Number:

561-585-1565

Fax Number:

561-585-1565

Contact Name and e-mail address:

Raquel Naim

engeconconstruction@gmail.com

Bidder's License No.:

CGC058563

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 1

February 13, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. Please advise whether the kiosks and Park directional signage shown on Sheet LH 500 are two-sided or one-sided signs.

ANSWER: There are 3 different types of signage proposed. The *Athletic Complex Welcome Sign* (Key Note Code Item M) is one sided. The *Park Trail Head Sign(s)* (Key Note Code Item E) is one sided. The *Park Directional Sign(s)* (Key Note Code Item F) is two sided.

2. Is the method of bid award based on the Base Bid amount or the totals of the base bids and alternate combined?

ANSWER: The bid award will be evaluated on the base bid totals of Sub-Phase I and Sub-Phase II combined. Exception, if an alternate is determined to be in the best interest of the Village ALL bids submitted will be evaluated based upon inclusion of that alternate line item.

3. Should the general contractor rely on the estimated quantities in the bid form or should we go by any additional areas and info that will be extracted from the plans?

ANSWER: The estimated quantities in the bid form are provided as a guide. The general contractor is responsible for reviewing the plans and ensuring their bid includes all areas and information that can be extracted from the plans.

4. How long after phase 1 is completed that we can start with the second phase. Or can both phases run concurrently?

ANSWER: Concurrently is acceptable provided the plan is provided at the Pre Construction Meeting.

5. Has the Village of Palm Springs identified a designed staging area for the contractor, or does the contractor have to provide their own staging and storage areas for keeping material and equipment?

ANSWER: There is no designated staging area at the site. This will be the contractor's responsibility.

6. Does the Village of Palm Springs have a designated Waste/Dumpster management company or does the Village allow any dumpster supplier to be used on the site?

ANSWER: The Village requires the use of its Waste Hauler, WastePro.

7. At what length interval would density test and proctors be required under the sidewalks?

ANSWER: 250 Feet

8. Alternate B on Phase 1 calls for the overhead electric to be buried underground. The E-1 Plans calls for new light fixtures and poles as per Light fixture schedule note: Please clarify.

ANSWER: The requirement for an alternate B bid is based on providing an alternate bid that includes the cost for burying the overhead electric lines for 3 existing light poles that are indicated on sheet LH-102. The new light fixtures specified on sheet E1.00 (a proposed light pole and fixture, and proposed ground mounted light for the proposed Athletic Complex Welcome Sign) should be included in the base bid per the electrical plans, sheets E0.01 and E1.00.

9. As per request for Maintenance of Traffic will the general contractor be required to submit a signed and sealed MOT Plans thru the Village of Palm Springs or thru any other jurisdictions? We assume that Davis Road and Alameda Drive are County Roads. Please advise.

ANSWER: The MOT plan does not have to be a signed and sealed set of drawings. It must include a map and written description of the MOT plan.

10. Please see attached Project Manual Index to indicate some of the listed bid documents are missing or duplicated.

ANSWER: Refer to the plans and specifications.

11. Liquidated Damages is not specified nor in Section 00100-7 Instruction to Bidders line item 8 or Section 00500-1 Agreement for Construction Services. Please kindly provide.

ANSWER: Liquidated damages for this project will be \$500 per day.

12. Can you kindly clarify if permit fees will be by GC or by the Village? I didn't see any note in the bid documents, nor it is listed in the Unite Price Submittal form.

ANSWER: The Village of Palm Springs waives village permit fees for this project. However, the contractor will be responsible for completing the required permit applications, submitting plans, drawings, etc.

Receipt acknowledged and conditions agreed to the 21 day of February, 2020.


Bidder



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 2

February 20, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. As per information received from our electrical contractor, the scope for the lighting in Phase 1 need some clarification. The information received is that the existing pole where the power feed for the new kiosk lighting and the new pole is the property of FPL. In order to tap into this power, permission will be required by FPL and a new electrical meter and a disconnect will be required. Please advise whether the Village has been granted permission from FPL to utilize the power from the pole.

ANSWER: The Village is working to receive permission.

2. Please advise whether this Bid Submission is an online electric submission and we do not need to deliver the bid in person or by mail?

ANSWER: Refer to the bid manual Section 00100 item 12.4.

3. Plans call for Phase 1 to have a Village seal in the stamped concrete does the Village of Palm Springs have a vendor who has already made those seal for previous project? If so, please provide name and contact information.

ANSWER: The Village has not worked with a concrete vendor previously to perform this work. It will be the determination of the bidder to select a contractor.

Receipt acknowledged and conditions agreed to the 21 day of February, 2020.


Bidder

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
11.5 Years
2. General Contractor's License Number (attach copy): CGC058563
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. (see attached)
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: Tamarind Avenue Beautification Project

Owner Contact: City of West Palm Beach Ph: (561) 494-1087

Engineer Contact: Khanh Uyen Dang Ph: (561) 494-1087

Contract Time: 225 days Bid Value: \$1,144,251.00

Final Contract Amount: \$1,413,929.15 Completion Date: 1/2016

5. Have you ever failed to complete work awarded to you? If so, where and why.

No

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes

7. Will you subcontract any part of this work: If so, give details: TBD

Name of Subcontractor

Work to be performed

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

1/22/20

00315-2

BIDDER QUALIFICATIONS QUESTIONNAIRE

CAT 289D, CAT 416F, 2000 gal Water Truck, Ford F150, Hauling Trailer,
Dumptruck, Small Tools

9. What equipment will you purchase for completing the proposed work:

None

10. What equipment will you rent for completing proposed work:

TBD

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

See attached

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. **BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.**

a. Project Name: Tamarind Avenue Beautification Project
Owner/Entity Name: City of West Palm Beach
Address: 401 Clematis Street
City, State, Zip: West Palm Beach, FL 33402
Owner Contact Khanh Uyen Dang Title: Sr. Project Engineer Ph No.: 561-494-1087
Start Date of Project: 4/2015
Completion Date of Project: 1/2016

Summary of Project:

The Construction of pedestrian, roadway, irrigation and landscape enhancements to Tamarind Avenue from Palm Beach Lakes Blvd. to 25th St., including construction of curbed bulb-outs, cross walks, drainage system, modifications and installation of additional landscaping, benches, trash receptacles, specialty pavement, striping, signage and an irrigation system.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work ✓

b. Project Name: Savona Blvd. Sidewalk Construction Project
Owner/Entity Name: City of Port St. Lucie
Address: 121 S.W. Port St. Lucie Blvd.
City, State, Zip: City of Port St. Lucie, FL 34984
Owner Contact Roxanne Chesser Title: Assistant Public Works Director Ph No.: 772-871-5186
Start Date of Project: 3/2015
Completion Date of Project: 10/2015

Summary of Project:

~~Construct approximately 2.80 miles of 6-foot wide concrete sidewalk on the west side of Savona Blvd. from Gatlin Blvd. south to Paar Drive. Construction of 1 mile of 6-foot wide concrete sidewalk on the east of Savona Blvd. from Paar Drive south to Becker Road with a pedestrian bridge over the E-84 canal. Project includes but is not limited to, earthwork, clearing & grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, and utility relocations.~~

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work



c. Project Name: Clematis Street Improvements

Owner/Entity Name: City of West Palm Beach

Address: 401 Cleamtis Street

City, State, Zip: West Palm Beach, FL 33402

Owner Contact Udin Dwarica, P.A. Title QC Manager Ph No.: 772-361-2912

Start Date of Project: 1/2014

Completion Date of Project: 9/2014

Summary of Project:

~~Pedestrian and landscape enhancements such as construction of a landscaped median and installation of additional landscaping, tree grates, benches, bike racks, trash receptacles, sidewalk, milling and resurfacing, striping and irrigation system from Sapodilla Avenue to Tamarind Avenue.~~

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work



d. Project Name: Ocean Avenue Bridge

Owner/Entity Name: GLF Construction Corp.

Address: 323-A East Ocean Avenue

City, State, Zip: Lantana, FL 33462

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06. (see attached)

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

MOT, erosion control, site preparation, demolition

Work Components that will be provided by subcontractors are as follows:

TBD

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to **Pathway Park Construction Sub-Phase I and Sub-Phase II** subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

Engecon Construction, Inc.

CONTRACTOR's Company Name



Signature of Authorized Agent of CONTRACTOR

RAOUL NAFM / President

Name and Title (Printed)

President

SECTION 00410

BID BOND

STATE OF FLORIDA)

PALM BEACH COUNTY) SS

KNOW ALL MEN BY THESE PRESENTS, that we, Engecon Construction, INC

as Principal and CONTRACTOR, and FCCI Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars (\$ ----- 5% -----) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Sub-Phase I and Sub-Phase II

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Engecon Construction, INC, as Principal herein, has caused these presents to be signed in its name by its President and attested by its Secretary under its corporate seal, and the said FCCI Insurance Company as Surety herein, has caused these presents to be signed in its name by its Attorney-in-Fact & Florida Licensed Resident Agent under its corporate seal, this 25 day of February A.D., 2020.

Signed, sealed and delivered in

the presence of:

Engecon Construction, INC

Principal-CONTRACTOR

[Signature]
Secretary

As to Principal

By: [Signature]
Title: President

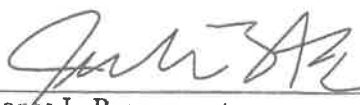
Surety FCCI Insurance Company

By: [Signature]
Jorge L. Bracamonte
Attorney-in-Fact (Power-of-Attorney to be attached)

1/22/20

00410-2

BID BOND

By: 
Jorge L. Bracamonte
Resident Agent

Inquiries: 321-800-6594

END OF SECTION

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge L Bracamonte

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

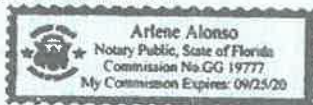


Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

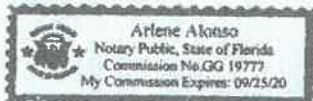


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25 day of February, 2020

Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name Engecon Construction, Inc.

Signature 

Name & Title Raquel Naim/ President

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the Raquel Naim

(INDIVIDUAL'S NAME)

of President

(TITLE/POSITION WITH COMPANY/VENDOR)

Engecon Construction, Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE 

DATE 02 / 21 / 2020

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Palm Beach)

Raquel Naim being first duly sworn, deposes and says that:

1. He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Engecon Construction, Inc. 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:

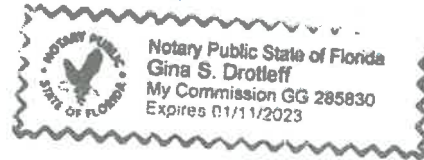
[Signature]

Raquel Naim

Printed Name

President

Title



END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Raquel Naim, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of Engecon Construction, Inc., the Bidder that has submitted a Bid to perform work for the following project:

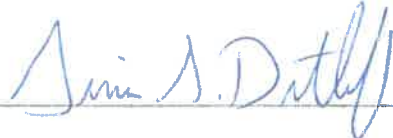
Contract #: ITB 2020B-002 Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

- (2) He 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, has 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 Palm Beach County or any person interested in the proposed Contract: and
- (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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: 

Subscribed and sworn to (or affirmed) before me this 21st day of February 2020 by Raquel Naim, who is personally known to me or who has produced (personally known to me) as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Gina S. Drotleff
Notary Public-State of Florida



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Raquel Naim, personally appeared Raquel Naim who, after being by me first duly sworn, deposes and says:

(1) I am President of Engecon Construction, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB 2020B-002 Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Village of Palm Springs as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

Subscribed and sworn to (or affirmed) before me this 21st day of February 2020 by Raquel Naim, who is personally known to me or who has produced (personally known to me) as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Gina S. Drotleff
Notary Public-State of Florida



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Raquel Naim, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Engecon Construction, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC058563 Expiration Date: 08/31/2020
who submitted a proposal to perform work for the following project:

Contract #: ITB 2020B-002 Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: 

Subscribed and sworn to (or affirmed) before me this 21st day of February, 20 20

by Raquel Naim, who is personally known to me or who has produced (personally known to me) as identification.

NOTARY SEAL:



Notary Signature: 

Notary Name: Gina S. Drotleff
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Company Name and Address: Engecon Construction, Inc.

2290 10th Ave. N, Suite #408

Lake Worth, FL 33461


Signature

Raquel Naim/ President
Name and Title

2/21/2020
Date

WORKFORCE PROJECTION

PROJECT NAME:	Village of Palm Springs - Pathway Connector Park Construction
----------------------	--

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☒ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☒ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☒ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☒ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☒ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☒ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☒ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☒ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☒ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: Raquel Naim /Raquel Naim Date: 2/21/2020

Engecon Construction, Inc.

ENGECON CONSTRUCTION, INC.

Balance Sheets

As of December 31, 2018 and 2017

	2018	2017 (re-stated)
ASSETS:		
Current assets:		
Cash and cash equivalents	\$ 316,316	\$ 222,651
Prepaid expenses	52,939	115,044
Contracts receivable, net	898,739	436,866
Claims receivable	201,132	-
Shareholder loan receivable per promissory note	-	300,000
Costs and estimated earnings in excess of billings on uncompleted contracts	76,032	96,919
Total current assets	1,545,158	1,171,480
Property and equipment		
Construction equipment	294,809	221,770
Office furniture and equipment	4,611	4,611
Vehicles	143,417	128,417
Total property and equipment	442,837	354,798
Less: accumulated depreciation	237,810	171,335
Net property and equipment	205,027	183,463
Total assets	\$ 1,750,185	\$ 1,354,943

See independent auditor's report and notes to financial statements

ENGECON CONSTRUCTION, INC.*Balance Sheets**As of December 31, 2018 and 2017*

	2018	2017 (re-stated)
LIABILITIES AND STOCKHOLDERS' EQUITY:		
Current liabilities:		
Trade accounts payable	\$ 817,491	\$ 302,377
Billings in excess of cost and estimated earnings on uncompleted contracts	129,426	-
Line of credit	15,227	60,193
Deferred tax liability - current	56,208	43,711
Income taxes payable	12,000	-
Accrued expenses	11,263	10,000
Notes payable - current portion	28,106	38,199
Total current liabilities	1,069,721	454,480
Long-term liabilities:		
Notes payable, less current portion	44,014	9,839
Stockholder loans	-	300,000
Deferred tax liability-long term	-	15,554
Total long-term liabilities	44,014	325,393
Total liabilities	1,113,735	779,873
Stockholders' equity:		
Common stock, \$1 par value, 7,500 shares authorized; 2,000 shares issued and outstanding	2,000	2,000
Retained earnings	634,450	573,070
Total stockholders' equity	636,450	575,070
Total liabilities and stockholders' equity	\$ 1,750,185	\$ 1,354,943

See independent auditor's report and notes to financial statements



ENGECON-03

DPALLERO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CAL Risk Management
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Dianthe Charron

PHONE (A/C, No, Ext): (561) 776-9001

FAX (A/C, No): (561) 427-6730

E-MAIL ADDRESS: dcharron@callc.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest National Insurance Co

10120

INSURER B: Evanston Insurance Company

35378

INSURER C: Bridgefield Employers Ins Co

10701

INSURER D:

INSURER E:

INSURER F:

INSURED

Engecon Construction, Inc.
2290 10th Avenue N
Suite #408
Lake Worth, FL 33461

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		CF3GL00020191	6/8/2019	6/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY X PRO-JECT LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS					
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					
B	UMBRELLA LIAB X OCCUR					
	X EXCESS LIAB CLAIMS-MADE		MKLV2EUL103369	6/8/2019	6/8/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED X RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	019650360	2/4/2020	2/4/2021	X PER STATUTE OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Number/Name: #2013524 & 2013525; Sandalfoot Blvd. and SR7 & SW 3rd Street and SR7-Bridge Repl
Certificate holder is included as additional insured on the General Liability for ongoing and completed operations per CG2010 0413 and CG2037 0413 when required by written contract. General Liability coverage is primary and non-contributory for the Additional Insured when required by written contract. Waiver of subrogation applies to General Liability and Workers Compensation when required by written contract. Excess Liability extends over the General Liability. Cancellation applies per policy terms and conditions.

The certificate holder has been expanded to read: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS

CERTIFICATE HOLDER

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PROGRESSIVE
PO BOX 94739
CLEVELAND OH 44101

CONTACT

NAME:

PHONE:

(A/C, No, Ext): 800-444-4467

FAX:

(A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Progressive Express Insurance Co.

10193

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

ENGECON CONSTRUCTION INC
2290 10TH AVE N #408
LAKE WORTH FL 33461

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☐ OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COM/POP AGG \$
	OTHER					\$
A	AUTOMOBILE LIABILITY					
	☒ ANY AUTO					COVERED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS	X	05313863-7	02/20/2020	02/20/2021	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE					\$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
A	Personal Injury Protection	X	05313863-7	02/20/2020	02/20/2021	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2000 FORD F350 1FDWF36L7YEB95990
2001 FORD F150 1FTRW07L31KA12588
2000 FORD F250 1FTNW21S8YEE21770

PROJECT #: 2013524 & 2013525

PROJECT DESCRIPTION: SANDALFOOT BLVD & SR 7 & SW 3RD ST & SR 7 BRIDGE REPLACEMENTS

CERTIFICATE HOLDER

ADDITIONAL INSURED
PALM BEACH COUNTY
C/O INSURANCE TRACKING SERVICES INC
PO BOX 20270
LONG BEACH, CA 90720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WAITE, ROBERT G

ENGECON CONSTRUCTION INC
9872 ROYAL CARDIGAN WAY
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC058563

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****

2290 10TH AVE N SUITE 408
LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	WAITE ROBERT G	CGC058563	B19.556763 - 07/15/19	\$27.50	B40130201

This document is valid only when receipted by the Tax Collector's Office.

ENGECON CONSTRUCTION INC
ENGECON CONSTRUCTION INC
2290 10TH AVE N SUITE 408
LAKE WORTH, FL 33461

B3 - 1392

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200915282
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida

Department of State

I certify from the records of this office that ENGECON CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 2008.

The document number of this corporation is P08000088476.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 14, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2020*



Randy R. Lee
Secretary of State

Tracking Number: 3331123839CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Palm Beach County
Office of Small Business Assistance

Certifies That

Engecon Construction, Inc.

VENDOR # VS0000120887

*is a Small Business Enterprise (SBE) as prescribed by
section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from*

October 27, 2018 to October 26, 2021

The following Services and/or Products are covered under this recertification:

**Construction Management Services;
Construction, General: Backfill Services, Digging, Ditching,
Road Grading, Rock Stabilization, etc.**



Allen Gray, Manager

10/17/2018



Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia Baker

SECTION 00300



COPY

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction of Sub-Phase I and Sub-Phase II

Bid Number: ITB 2020B-002, TO# 255

Bidders Name: West Construction, Inc.

The following items must be submitted in the following order with your bid:

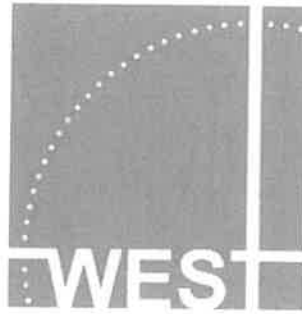
1. ☒ Completed Section 00300 - Bid Submission Checklist.
2. ☒ Completed Section 00310 - Bid Form.
3. ☒ Completed Section 00315 – Bidder's Qualifications Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ☒ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ☒ Completed Section 00415 - Public Entity Crimes.
7. ☒ Completed Section 00420 - Drug-Free Workplace.
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.

11. ✓ Signed copy of all Addenda.
12. ✓ PBC Requirements for Federally Funded Projects, Part 1
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked AOriginal@.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION



**Pathway Park Construction of
Sub-Phase I and Sub-Phase II
ITB 2020B-002, TO# 255**

Submitted By:

West Construction, Inc.
820 North 4th Street
Lantana, FL 33462
Martha A. Morgan, President
Phone: 561-588-2027

Prepared For:

**Village of Palm Springs
Villager Clerk's Office
226 Cypress Lane
Palm Springs, FL 33461**

**February 25, 2020
2:00 PM**

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	02/13/2020
2	02/20/2020

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid- Sub-Phase I	\$ 501,940.90
Alternate A TOTAL Sub-Phase I	\$ 62,424.00
Alternate B TOTAL Sub-Phase I	\$ 12,000.00

Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 674,672.00
Alternate A TOTAL Sub-Phase IIa	\$ 288,149.40

Lump Sum Bid Price for Base Bid- Sub-Phase I + Lump Sum Bid Price for Base Bid- Sub-Phase IIa	\$ 1,176,612.90
--	------------------------

Unit Price Submittal for Sub-Phase I

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$11,000.00	\$11,000.00
2	Project Management/ Superintendent	LS	1	\$37,713.00	\$37,713.00
3	Permits	LS	1	\$11,000.00	\$11,000.00
4	Site Mobilization/ Demobilization	LS	1	\$22,000.00	\$22,000.00
5	Maintenance of Traffic	LS	1	\$11,000.00	\$11,000.00
6	Erosion Control	LS	1	\$5,500.00	\$5,500.00
7	Indemnification	LS	1	\$11.00	\$11.00
8	Unforeseen Condition Allowance	LS	1	\$550.00	\$550.00
9	A-Built Survey/ Record Drawings	LS	1	\$27,500.00	\$27,500.00
Demolition					
10	Removal of Existing Trees	EA	26	\$385.00	\$10,010.00
11	Removal of Existing Sidewalk	SY	255	\$29.70	\$7,573.50
12	Removal of Existing Asphalt	SY	118	\$19.80	\$2,336.40
13	Removal of Existing Chain Link Fence	LF	75	\$11.00	\$825.00
Site Preparation					
14	Clearing and Grubbing	LS	1	\$13,200.00	\$13,200.00
15	Root Pruning and Tree Relocation	EA	1	\$4,180.00	\$4,180.00
16	Protection of Existing Trees to Remain	EA	9	\$385.00	\$3,465.00
17	Grading	LS	1	\$13,200.00	\$13,200.00
Hardscape, Paving, and Grading					
18	4" Concrete Sidewalk	SY	971	\$48.40	\$46,996.40
19	6" Concrete Sidewalk	SY	185	\$59.40	\$10,989.00
20	AGT Ultra Grade Glow Aggregate	SF	5,467	\$3.30	\$18,041.10
21	Top-Cast Concrete Surface Retarder	SF	5,467	\$2.20	\$12,027.40
22	Concrete Paver Crosswalk	SF	1,693	\$16.50	\$27,934.50
23	Custom Concrete Stamp	EA	1	\$1,320.00	\$1,320.00
24	Concrete Stamping	SF	78	\$11.00	\$858.00
25	White Aluminum Fence	LF	75	\$165.00	\$12,375.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	ADA Detectable Warnings	LS	1	\$550.00	\$550.00
27	Harmonizing Existing Grades and Conditions Allowance	LS	1	\$13,200.00	\$13,200.00
Site Amenities					
28	6' Double Sided Canopy Bench	EA	2	\$8,800.00	\$17,600.00
29	4' Rolled Form Perforated Bench	EA	2	\$2,420.00	\$4,840.00
30	Water Fountain with Pet Station	EA	1	\$7,150.00	\$7,150.00
31	Water Service Connection	EA	1	\$3,850.00	\$3,850.00
32	Meter Box	EA	1	\$2,750.00	\$2,750.00
33	Dual Garbage Can	EA	1	\$2,750.00	\$2,750.00
34	Village Center/ Athletic Complex Welcome Sign	EA	1	\$3,000.00	\$3,000.00
35	Trailhead Signage	EA	1	\$2,500.00	\$2,500.00
36	Park Directional Signage	EA	2	\$1,900.00	\$3,800.00
Landscape					
37	Live Oak	EA	7	\$990.00	\$6,930.00
38	Silver Buttonwood	EA	21	\$440.00	\$9,240.00
39	Sabal Palm	EA	20	\$275.00	\$5,500.00
40	Crepe Myrtle	EA	6	\$343.00	\$2,058.00
41	Bougainvillea	EA	1	\$343.00	\$343.00
42	Birds of Paradise	EA	6	\$68.00	\$408.00
43	Foxtail Fern	EA	12	\$13.20	\$158.40
44	Root Barrier	LF	470	\$28.38	\$13,338.60
45	Bahia Sod	SF	24,035	\$0.56	\$13,459.60
46	Top Soil	LS	1	\$550.00	\$550.00
47	Mulch	LS	1	\$550.00	\$550.00
48	Irrigation	LS	1	\$20,350.00	\$20,350.00
Lighting					
49	Welcome Center Sign Flood Light	EA	1	\$1,925.00	\$1,925.00
50	Light Pole and Fixture	EA	1	\$9,350.00	\$9,350.00
51	Conduit	LS	1	\$4,950.00	\$4,950.00
52	Wiring	LS	1	\$4,235.00	\$4,235.00
Contingency					
53	Contingency	LS	1	\$35,000.00	\$35,000
Total of All Unit Price Bid Items					\$501,940.90

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 501,940.90

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
18A	4" Concrete Sidewalk	SY	0	\$45.00	\$0.00
19A	6" Concrete Sidewalk	SY	1156	\$54.00	\$62,424.00
Total of All Unit Price Bid Items Alternate A					\$ 62,424.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A \$ 62,424.00

Alternate B

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Lighting					
53	Bury Overhead Electrical for 3 Existing Light Poles	LS	1	\$12,000.00	\$12,000.00
Total of All Unit Price Bid Items Alternate B					\$ 12,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate B**

\$ 12,000.00

ARTICLE 5 - TIME OF COMPLETION

5.01 Bidder agrees that Sub-Phase I and Sub-Phase IIa Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: CGC1516626 / CBC057038
- G. Required Bidder Qualification Statement with supporting data.

ARTICLE 7 – DEFINED TERMS

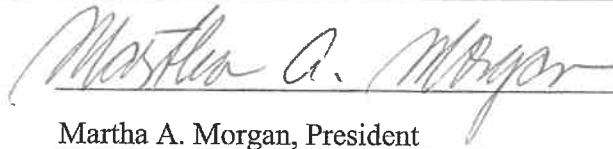
7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

West Construction Inc.

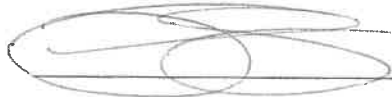
By:
[Signature]



[Printed name] Martha A. Morgan, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] Matthew F. West

Title: Secretary

Submittal Date: 02/25/2020

Address for giving notices:

West Construction, Inc.

820 North 4th Street

Lantana, FL 334612

Telephone Number: 561-588-2027

Fax Number: 561-582-9419

Contact Name and e-mail address: mamorgan@westconstructioninc.net

mwest@westconstructioninc.net

Bidder's License No.: CBC057038 / CGC1516626
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>02/13/2020</u>
<u>2</u>	<u>02/20/2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$ 674,672.00
Alternate A Sub-Phase IIa	\$ 288,149.40

Unit Price Submittal for Sub-Phase IIa

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$11,000.00	\$11,000.00
2	Project Management/ Superintendent	LS	1	\$37,713.00	\$37,713.00
3	Permits	LS	1	\$15,400.00	\$15,400.00
4	Site Mobilization/ Demobilization	LS	1	\$22,000.00	\$22,000.00
5	Maintenance of Traffic	LS	1	\$11,000.00	\$11,000.00
6	Erosion Control	LS	1	\$5,500.00	\$5,500.00
7	Indemnification	LS	1	\$11.00	\$11.00
8	Unforeseen Condition Allowance	LS	1	\$550.00	\$550.00
9	A-Built Survey/ Record Drawings	LS	1	\$27,500.00	\$27,500.00
Demolition					
10	Removal of Existing Sidewalk	SY	2,418	\$29.70	\$71,814.60
11	Removal of Existing Asphalt	SY	254	\$19.80	\$5,029.20
Site Preparation					
12	Clearing and Grubbing	LS	1	\$13,200.00	\$13,200.00
13	Root Pruning and Tree Relocation	EA	2	\$4,180.00	\$8,360.00
14	Protection of Existing Trees to Remain	EA	64	\$385.00	\$24,640.00
15	Grading	LS	1	\$16,500.00	\$16,500.00
16	Relocation of Fire Hydrant	EA	1	\$3,850.00	\$3,850.00
Hardscape, Paving, and Grading					
17	4" Concrete Sidewalk	SY	4,043	\$48.40	\$195,681.20
18	6" Concrete Sidewalk	SY	808	\$59.40	\$47,995.20
19	AGT Ultra Grade Glow Aggregate	SF	1,000	\$3.30	\$3,300.00
20	Top-Cast Concrete Surface Retarder	SF	1,000	\$2.20	\$2,200.00
21	Concrete Paver Crosswalk	SF	5,778	\$11.00	\$63,558.00
22	Custom Concrete Stamp	EA	1	\$1,320.00	\$1,320.00
23	12" White Thermoplastic Painted Crosswalk	EA	2	\$660.00	\$1,320.00
24	Concrete Stamping	SF	117	\$11.00	\$1,287.00
25	ADA Detectable Warnings	LS	1	\$550.00	\$550.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Harmonizing Existing Grades and Conditions Allowance	LS	1	\$13,200.00	\$13,200.00
Site Amenities					
27	Trailhead Signage	EA	1	\$2,500.00	\$2,500.00
28	Park Directional Signage	EA	3	\$1,900.00	\$5,700.00
Landscape					
29	Silver Buttonwood	EA	2	\$440.00	\$880.00
30	Giant Silver Bromeliad	EA	2	\$110.00	\$220.00
31	Green Island Ficus	EA	11	\$13.20	\$145.20
32	Dwarf Firebush	EA	147	\$13.20	\$1,940.40
33	Maui Yellow Ixora	EA	11	\$13.20	\$145.20
34	Bahia Sod	SF	26,925	\$0.56	\$15,078.00
35	Top Soil	LS	1	\$467.00	\$467.00
36	Mulch	LS	1	\$467.00	\$467.00
37	Irrigation	LS	1	\$12,650.00	\$12,650.00
Contingency					
38	Contingency	LS	1	\$30,000.00	\$30,000
Total of All Unit Price Bid Items					\$ 674,672.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 674,672.00

Alternate A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Hardscape, Paving, and Grading					
17A	4" Concrete Sidewalk	SY	0	\$49.50	\$0.00
18A	6" Concrete Sidewalk	SY	4,851	\$59.40	\$288,149.40
Total of All Unit Price Bid Items Alternate A					\$288,149.40

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids =
Total Bid Price Alternate A

\$ 288,149.40

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1516626 / CBC057038
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

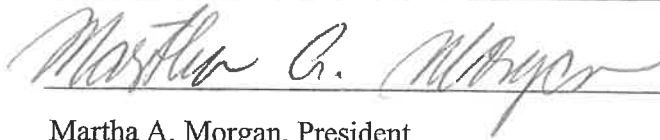
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

West Construction Inc.

By:

[Signature]



[Printed name] Martha A. Morgan, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Matthew F. West

Title: Secretary

Submittal Date: 02/25/2020

Address for giving notices:

West Construction, Inc.

820 North 4th Street

Lantana, FL 334612

Telephone Number: 561-588-2027

Fax Number: 561-582-9419

Contact Name and e-mail address: mamorgan@westconstructioninc.net

mwest@westconstructioninc.net

Bidder's License No.: CBC057038 / CGC1516626

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
 50 Years
2. General Contractor's License Number (attach copy): CGC1516626
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida.
 Please see attached certificate of corporation, licenses & local business certificates.
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: Canal Point Pedestrian Bridge

Palm Beach County
Owner Contact: Mark Tomlinson Ph: 561-684-4180
Director of Construction Coordination

Alan Gerwig &
Engineer Contact: Associates, Inc. Ph: 561-792-9000

Contract Time: 278 days Bid Value: \$813,113.50

Final Contract Amount: \$813,113.50 Completion Date: 04/2018

5. Have you ever failed to complete work awarded to you? If so, where and why.

No

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

Country West Landscaping

Landscaping

Kilowatt Electric Company

Electrical

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

1/22/20

00315-2

BIDDER QUALIFICATIONS QUESTIONNAIRE

Please see attached equipment list.

9. What equipment will you purchase for completing the proposed work:

None

10. What equipment will you rent for completing proposed work:

None

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

Please see attached financial statement.

12. **BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years. The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.**

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Canal Point Pedestrian Bridge

Owner/Entity Name: Palm Beach County

Address: 2300 N. Jog Road - 3rd Floor West

City, State, Zip: West Palm Beach, FL 33411-2745

Owner Contact Mark Tomlinson Title: *See below Ph No.: 561-684-4180

*Director of Construction Coordination

Start Date of Project: 02/2017

Completion Date of Project: 04/2018

Summary of Project:

The work includes mobilization, clearing and grubbing, ditch work, maintenance of traffic, maintenance of pedestrian traffic, asphalt pavement, earthwork, drainage, NPDES compliance, bridge work, and other work, as directed by the Engineer.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation ✓

Other Similar Equivalent Work ✓

b. Project Name: Palmetto Park Road Bridge Over LWDD E-1 Canal

Owner/Entity Name: Palm Beach County

Address: 2300 N. Jog Road - 3rd Floor West

City, State, Zip: West Palm Beach, FL 33411-2745

Owner Contact Mark Tomlinson Title: *See below Ph No.: 561-684-4180

*Director of Construction Coordination

Start Date of Project: 03/2016

Completion Date of Project: 07/2016

Summary of Project:

The construction of Palmetto Park Road Bridge over the LWDD E-1 Canal (Sidewalk Improvements).

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

✓

Other Similar Equivalent Work

✓

c. **Project Name:** Darwin Boulevard Sidewalk Construction Project (LAP)

Owner/Entity Name: City of Port S. Lucie

Address: 121 SW Port St. Lucie Blvd.

City, State, Zip: Port St. Lucie, FL 34984

Culpepper & Terpening, Inc.

Owner Contact Marcelo Dimitriou, P.E. **Title:** See below **Ph No.:** 772-464-3537

*Director of Contruction Services

Start Date of Project: 08/2015

Completion Date of Project: 03/2016

Summary of Project:

To construct a six (6) foot wide concrete sidewalk on the east side of Darwin Blvd. from Paar Drive to Becker Road with an eight (8) foot pedestrian bridge over the E-84 canal. This project included, but was not limited to, earthwork, clearing & grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, & all work and materials to provide a complete project.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

✓

Other Similar Equivalent Work

✓

d. **Project Name:** Patch Reef Trail - Verde Trail South to Town Center Road

Owner/Entity Name: City of Boca Raton

Address: 201 West Palmetto Park Road

City, State, Zip: Boca Raton, FL 33432

Owner Contact Michael Dyko Title: *See below Ph No.: 561-416-3422
*Project Manager

Start Date of Project: 02/2016

Completion Date of Project: 07/2016

Summary of Project:

The work includes concrete & asphalt construction, optional base, earthwork, sodding,
pavement marking & signage, fencing, rapid flashing beacon, concrete pavers, landscape, and
minor concrete curbing.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work ✓

e. Project Name: NW 21st Avenue Pedestrian Bridge Over C-13 Canal

Owner/Entity Name: Broward County

Address: 115 South Andrews Avenue, Room 212

City, State, Zip: Fort Lauderdale, FL 33301

Owner Contact David Huizenga Title: *See below Ph No.: 954-577-4597
*Engineer III, Plat Section

Start Date of Project: 12/2014

Completion Date of Project: 05/2015

Summary of Project:

Construction and installation of a prefabricated aluminum pedestrian bridge along the west
side of NW 21st Avenue (a County jurisdiction road) crossing the South Florida Water
Management District's C-13 Canal. Construction will include concrete auger-cast pile
foundations, concrete abutments, construction of connecting sidewalks to existing sidewalks
(north and south of the canal), adjustments to traffic signal system conduits, installation of
bridge lighting, and a closed circuit video surveillance system.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation ✓

Other Similar Equivalent Work ✓

f. Project Name: Coconut Creek Parkway Improvements Phase III - Banks Road to
Florida Turnpike Overpass

Owner/Entity Name: City of Coconut Creek

Address: 4800 Copans Road

City, State, Zip: Coconut Creek, FL 33063

Owner Contact Asaad Akar, P.E. Title: *See below Ph No.: 954-956-1504
*Senior Project Manager

Start Date of Project: 12/2013

Completion Date of Project: 01/2015

Summary of Project:

Provide construction & enhancement of sidewalks, curbing, related drainage improvements,
pedestrian accessibility/features/lighting, transit facilities (bus shelters), landscaping &
hardscape (street furniture).

Similar Reference type: (check all that apply)

Aluminum Bridge Installation ✓

Other Similar Equivalent Work ✓

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Items 10 through 34 for Sub-Phase I and Items 10 through 26 for Sub-Phase II.

Work Components that will be provided by subcontractors are as follows:

Landscaping and electrical.

END OF SECTION

LICENSES & CERTIFICATES



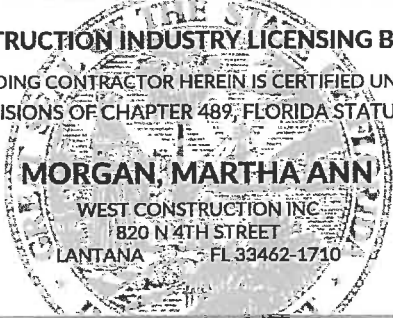
RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



MORGAN, MARTHA ANN
WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CBC057038
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



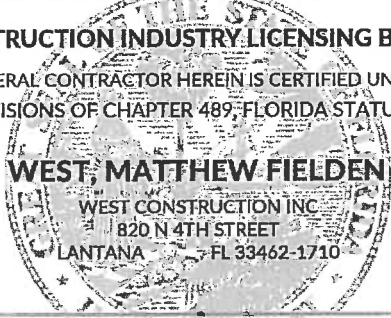
RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



WEST, MATTHEW FIELDEN
WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC1516626
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 13, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2020.*



Randy R. Lee
Secretary of State

Tracking Number: 4595874579CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



LOCAL BUSINESS TAX RECEIPTS



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	MORGAN MARTHA ANN	CBC057038	B19.594143 - 09/11/19	\$264.60	B40119571

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201002725
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B1 - 1233

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA, FL 33462



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	MORGAN MARTHA ANN	CBC057038	B19.594144 - 09/11/19	\$27.50	B40119570

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201002726
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B2 - 1233

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA, FL 33462



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516526	B19.594142 - 09/11/19	\$369.60	B40119572

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200911377
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B3 - 1232

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA, FL 33462



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516526	B19.594141 - 09/11/19	\$27.50	B40119573

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200911376
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B2 - 1232

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA, FL 33462



LOCAL BUSINESS TAX RECEIPTS

**LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA**

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2020

WEST CONSTRUCTION INC.

820 N 4TH ST

LANTANA, FL 33462

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



INSURANCE CERTIFICATE

Please see attached.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JDA Insurance Group 120 N Federal Hwy., Suite #301 Lake Worth FL 33460		CONTACT NAME: Anthony Entenza PHONE (A/C, No, Ext): (561) 296-0373 E-MAIL ADDRESS: danielle@thejdagroup.com FAX (A/C, No): (561) 828-0997																						
INSURED West Construction Inc., West Architecture + Design, LLC. 820 N. 4th St. Lantana FL 33462		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td colspan="2">INSURER B: American Guarantee & Liability Insurance Company</td><td>26247</td></tr><tr><td colspan="2">INSURER C: American Guarantee & Liability Insurance Company</td><td>26247</td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American Insurance Company		16535	INSURER B: American Guarantee & Liability Insurance Company		26247	INSURER C: American Guarantee & Liability Insurance Company		26247	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability	Y	Y	GLO039847303	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 500,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 4,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP039847403	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	AUC039847603	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE						\$ 10,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR BIDDING PURPOSES ONLY.

The Certificate Holder will be named as additional insured including products and completed operations for general liability per form UGL1175FCW, automobile liability, and umbrella liability when required by written contract. General Liability and Auto Liability are primary and non contributory when required by written contract. Waiver of subrogation applies to general liability, automobile liability, umbrella liability, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance - For Bidding Purposes Only
Do Not Alter or Duplicate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY JDA Insurance Group		NAMED INSURED West Construction Inc., West Architecture + Design, LLC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions



WESTCON-11

EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0E67768
Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Tara McKay

PHONE (A/C, No, Ext): (561) 296-6153 26053

FAX (A/C, No): (561) 776-0670

E-MAIL ADDRESS: Tara.McKay@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Builders Mutual Insurance Company

10844

INSURED

West Construction Inc
820 N 4th ST
Lantana, FL 33462

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	WCP1069688-0	1/1/2020 1/1/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR BIDDING PURPOSES ONLY.

Waiver of Subrogation with respect to Workers' Compensation per form #WC000313.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evidence of Insurance - For Bidding Purposes Only

ACORD 25 (2016/03)

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EQUIPMENT LIST

Please see attached.



Equipment List

Equipment at Book Value\$ 3,439,372.00

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/2018 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/2018 balance sheet .

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
1	2	2 Melroe Bobcat	1996	\$ 26,759.00	\$ 26,759.00
2	1	SL 25 LIFT #501097	2001	\$ 6,890.00	\$ 6,890.00
3	1	Kubota Tractor/Box Blade	2002	\$ 20,055.00	\$ 20,055.00
4	1	Trailer For Kubota	2002	\$ 3,000.00	\$ 3,000.00
5	1	BobCat 864 Track Loader	2003	\$ 28,514.00	\$ 28,514.00
6	1	S-250 Bobcat 04 SR 12115	2004	\$ 31,358.39	\$ 31,358.39
7	1	Bobcat T1480 Track Loader	2005	\$ 29,674.98	\$ 29,674.98
8	1	Kubota Kuel Tractor	2006	\$ 19,935.43	\$ 19,935.43
9	1	Lovett Box Blade	2006	\$ 1,100.00	\$ 1,100.00
10	1	Cat Ser #SLH 00304	2206	\$ 103,851.72	\$ 103,851.72
11	1	Holland Skid Steer Loader	2007	\$ 28,296.75	\$ 28,296.75
12	1	Holland Skid Steer Loader	2007	\$ 24,788.24	\$ 24,788.24
13	1	Komatsu Loader WA 250	2008	\$ 66,805.00	\$ 66,805.00
14	1	Kubota R520S1 SER 11589	2008	\$ 41,994.59	\$ 41,994.59
15	1	Lark Enclosed Trailer	2008	\$ 2,890.18	\$ 2,890.18
16	1	Tractor L5240 (Kubota)	2009	\$ 23,026.50	\$ 23,026.50
17	1	RTV 1140 CTX (Kubota)	2009	\$ 15,016.74	\$ 15,016.74
18	1	Vibratory Plat Compactor	2009	\$ 951.98	\$ 951.98
19	1	Takeuchi TL 140 R	2010	\$ 34,093.39	\$ 34,093.39
20	1	Concrete Breaker Bar - Used	2010	\$ 2,500.00	\$ 2,500.00
21	1	RTV900 Kubota Utility Tractor (PR)	2010	\$ 16,799.00	\$ 16,799.00
22	1	Con #1 - 20' Container	2010	\$ 1,886.12	\$ 1,886.12
23	1	Con #2 - 20' Container	2010	\$ 1,783.88	\$ 1,783.88
24	1	Kubota KX41-3VR1	2010	\$ 19,858.34	\$ 19,858.34
25	1	Con #3 - 20' Container	2010	\$ 1,753.24	\$ 1,753.24
26	1	Con #4 - 20' Container	2010	\$ 1,716.14	\$ 1,716.14
27	1	Con #5 - 20' Container	2010	\$ 1,787.16	\$ 1,787.16
28	1	Chas #1 - Chassi for Container	2010	\$ 3,075.00	\$ 3,075.00
29	1	Chas #2 - Chassi For Container	2010	\$ 3,075.00	\$ 3,075.00
30	1	New Holland Skid Steer 665S W 3 Attachments	2010	\$ 7,469.38	\$ 7,469.38
31	1	ELBR #5 - Cement Mixer JH150	2011	\$ 2,100.00	\$ 2,100.00
32	1	ELBR #7 - Cement Mixer JH150	2011	\$ 2,100.00	\$ 2,100.00
33	1	ELBR #8 - Cement Mixer JZR350H	2011	\$ 6,000.00	\$ 6,000.00
34	1	ELBR #9 - Cement Mixer JZR350H	2011	\$ 6,000.00	\$ 6,000.00
35	1	ELBR #10 - Container #6	2011	\$ 1,786.10	\$ 1,786.10
36	1	Water Tank Trailer 500 Gal	2007	\$ 5,088.00	\$ 5,088.00
37	1	Hydrolic Concrete Saw	2009	\$ 3,671.84	\$ 3,671.84
38	1	Con #7 - Container #7	2011	\$ 2,304.44	\$ 2,304.44
39	1	NIKON LASER LEVEL	2011	\$ 2,330.00	\$ 2,330.00
40	1	CONTAINER #8	2011	\$ 2,236.85	\$ 2,236.85
41	1	CONTAINER #9	2011	\$ 2,236.85	\$ 2,236.85
42	1	CONCRETE MIXER	2011	\$ 10,000.00	\$ 10,000.00
43	1	GENERATOR 35 KVA CUMMINS	2011	\$ 10,500.00	\$ 10,500.00
44	1	EQUIP TRAILER - 7' X 20'	2011	\$ 3,749.28	\$ 3,749.28
45	1	BOBCAT T190 LOADER	2011	\$ 13,780.00	\$ 13,780.00
46	1	KENT CONCRETE BREAKER	2011	\$ 3,853.10	\$ 3,853.10
47	1	CON #10 - CONTAINER #10	2010	\$ 2,342.60	\$ 2,342.60
48	1	BOBCAT MOUNT AUGER	2010	\$ 1,515.80	\$ 1,515.80
49	1	BOBCAT STAND SKID STEER AUGER	2007	\$ 1,515.80	\$ 1,515.80
50	1	ELBR #17 60 TON LOWBOY	2007	\$ 18,000.00	\$ 18,000.00
51	1	JLG 600S 03 60' BOOMLIFT	2014	\$ 31,758.00	\$ 31,758.00
52	1	ELBR #19 25KVA LISTER GENERATOR	2014	\$ 10,500.00	\$ 10,500.00
53	1	ELBR #20 20' CONTAINER #11	2001	\$ 2,056.40	\$ 2,056.40
54	1	ELBR #21 20' CONTAINER #11	2001	\$ 2,056.40	\$ 2,056.40
55	1	CHAS #3 - 40' Chassi for Container	1999	\$ 4,391.40	\$ 4,391.40
56	1	ELBR #23 - 188KW Fujian Genset	2012	\$ 20,586.00	\$ 20,586.00
57	1	Ditchwith Trencher RT 40	2015	\$ 13,992.00	\$ 13,992.00
58	1	Tiller Rotor Attachment	2012	\$ 1,703.99	\$ 1,703.99
59	1	2005 JLG 21ft Scissor Lift	2005	\$ 4,128.70	\$ 4,128.70
60	1	40' Container	2011	\$ 3,060.00	\$ 3,060.00
61	1	53' Container Chassi	2013	\$ 2,500.00	\$ 2,458.33

62	1 Bobcat S175	2014	\$	28,109.70	\$	19,208.30
63	1 2014 Equipment Trailer 7x20	2014	\$	3,860.56	\$	1,801.59
64	1 Kubota R520S1T3 Ser 21379	2014	\$	54,048.65	\$	34,230.81
65	1 Kubota Wheel Loader w/Canopy-SN 21684	2015	\$	55,633.65	\$	31,525.73
66	1 Case 1085C Rubber Tired Hydraulic Excavator	2015	\$	11,660.00	\$	4,858.33
67	1 2001 John Deere Wheel Loader	2001	\$	54,219.00	\$	22,591.25
68	1 2008 Mertz Stand-up Trencher	2008	\$	3,031.60	\$	1,263.17
69	1 2013 Bobcat 324 Excavator SN-2632	2013	\$	22,000.00	\$	8,800.00
70	1 Ditch Witch Trencher	2015	\$	12,190.00	\$	4,063.33
71	1 2011 Terex PT50 Loader	2011	\$	21,785.00	\$	7,987.33
72	1 2011 Terex PT50 Loader	2011	\$	18,524.75	\$	6,792.41
73	1 2003 Skid Steer 60XT	2003	\$	5,130.40	\$	1,795.64
74	1 2008 Telescoping Boom Lift DSL	2008	\$	22,472.00	\$	5,992.53
75	1 Bobcat T590 T4 Compact Track Loader	2016	\$	31,527.58	\$	7,100.79
76	1 2002 Gradall X3100	2002	\$	33,149.38	\$	7,734.86
77	1 2003 Gradall X3100	2003	\$	33,149.38	\$	7,734.86
78	1 2006 Bomag Roller	2006	\$	6,543.38	\$	1,526.79
79	1 Topcon Hiper V Base & Rover	2016	\$	30,903.24	\$	6,180.65
80	1 2013 John Deere XUV 550 S4	2013	\$	6,027.12	\$	1,004.52
81	1 2007 Genie GTH644 6000LB	2007	\$	26,675.37	\$	445.89
82	1 2011 Takeuchi TL230	2011	\$	21,785.00	\$	3,630.83
83	1 2007 Takeuchi TL130 2 SPD	2007	\$	16,351.25	\$	2,725.21
84	1 John Deere 329D Multi-Terrain Loader	2007	\$	19,068.12	\$	3,178.02
85	1 2012 Volvo BL60B Loader Backhoe	2012	\$	29,392.25	\$	4,898.71
86	1 2010 Terex TL 100 Wheel Loader	2010	\$	29,935.62	\$	4,898.71
87	1 1999 Kubota R520 Wheel Loader	1999	\$	17,438.00	\$	2,906.33
88	1 2007 Putzmeister TK30 4in	2007	\$	17,438.00	\$	2,906.33
89	1 2006 Case Wheel Loader	2006	\$	22,951.50	\$	2,295.15
90	1 2006 Volvo Compact Wheel Loader	2006	\$	20,009.00	\$	2,000.90
91	1 2013 Forklift 5000lb - Heli	2013	\$	13,724.00	\$	686.20
92	1 GT-503/PSBWT Robotic TTL STN	2017	\$	28,887.19	\$	17,332.32
93	1 2011 Int Dump Truck Maxx Force	2011	\$	23,764.55	\$	3,960.76
94	1 2005 Ford F-750 XL Crew Cab	2005	\$	13,191.00	\$	2,198.50
95	1 2009 Chevrolet 2500HD	2009	\$	10,474.12	\$	1,745.68
96	1 2014 Jeep Compass	2014	\$	12,104.25	\$	2,017.37
97	1 2000 Sterling Dump Truck	2000	\$	31,892.80	\$	3,189.28
98	1 2017 Ford Super Duty - White	2017	\$	35,376.72	\$	7,075.34
99	1 2017 Ford Super Duty - White	2017	\$	39,675.02	\$	7,935.00
100	1 2000 Sterling Dump Truck	2000	\$	31,892.80	\$	9,567.84
101	1 2011 Int Dump Truck Maxx Force	2011	\$	23,764.55	\$	8,713.67
102	1 2005 Ford F-750 XL Crew Cab	2005	\$	13,191.00	\$	4,836.70
103	1 2009 Chevrolet 2500HD	2009	\$	10,474.12	\$	3,840.51
104	1 2014 Jeep Compass	2014	\$	12,104.25	\$	4,438.20
105	1 2016 Mercedes Benz CLA	2016	\$	23,053.62	\$	3,073.82
106	1 2017 F150 GRY1FTEWETDHKD10867	2017	\$	32,479.47	\$	3,789.27
107	1 2004 F350 TRK-1FDWWV37S94EC86811	2004	\$	16,329.10	\$	1,632.91
108	1 2008 F250 TRK 1FTSW21R68EA49069	2008	\$	22,376.12	\$	1,491.74
109	1 Volvo 66" Single Drum Roller	2018	\$	44,520.00	\$	8,904.00
110	1 Cat D5K2-KY203669 New 2/2/18	2018	\$	206,811.32	\$	41,362.26
111	1 Rotoscreen R450 S/N 97204	2018	\$	47,500.00	\$	6,333.33
112	1 Scissor Lift Elec 19'	2018	\$	14,092.00	\$	1,878.93
113	1 2011 Water Truck - Ford 200 Gal	2018	\$	42,450.00	\$	2,122.50
114	1 Bobcat Compact Excavator E35i	2018	\$	36,995.53	\$	1,233.18
115	1 Bobcat Track Loader T650 T4	2018	\$	56,505.11	\$	1,883.50
116	1 T650 T4 Bobcat Track Loader	2018	\$	56,505.11	\$	1,883.50
117	1 Bobcat 73" Vibratory Roller	2018	\$	10,994.25	\$	366.48
118	1 MI 86" Angle Broom (Bocat)	2018	\$	4,333.50	\$	-
119	1 Topcon Hiper V Base & Rover	2016	\$	56,505.11	\$	1,883.50
120	1 GT-503/PSBWT Robotic TTL STN	2017	\$	10,994.25	\$	366.48
121	1 Trimble Equip Pkg From Sitech	2018	\$	4,333.50	\$	-

FINANCIAL STATEMENT

Please see attached.



WEST CONSTRUCTION, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

	December 31	
	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,952,080	\$ 4,173,584
Certificates of deposit	289,025	427,424
Contract receivables	25,221,646	13,986,966
Costs and estimated earnings in excess of billings on uncompleted contracts	4,617,161	2,804,202
Other current assets	15,540	6,725
Total current assets	32,095,452	21,398,901
Net property and equipment	3,439,372	3,142,015
Investment in affiliate	350,000	350,000
Due from affiliate	160,000	60,000
Deposits	200,000	202,350
Total assets	\$ 36,244,824	\$ 25,153,266
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Short-term bank borrowings	\$ 505,448	\$ -
Accounts payable	21,792,762	12,226,572
Accrued expenses	165,488	7,319
Billings in excess of costs and estimated earnings on uncompleted contracts	3,206,143	4,007,994
Current portion of long-term debt	145,837	32,605
Total current liabilities	25,815,678	16,274,490
Long-term debt, net of current portion	233,138	2,318
Total liabilities	26,048,816	16,276,808
Commitments and contingencies (Notes 8, 10 and 11)		
Shareholders' equity		
Common stock, \$1 par value; 1,000 shares authorized, issued and outstanding	1,000	1,000
Additional paid-in capital	19,563	19,563
Retained earnings	10,175,445	8,855,895
Total shareholders' equity	10,196,008	8,876,458
Total liabilities and shareholders' equity	\$ 36,244,824	\$ 25,153,266

The accompanying notes are an integral part of these consolidated financial statements.

WEST CONSTRUCTION, INC. AND SUBSIDIARIES

Consolidated Statements of Income and Retained Earnings

	Year Ended December 31	
	2018	2017
Contract revenue earned	\$ 88,746,308	\$ 62,422,059
Cost of revenues earned	<u>81,934,095</u>	<u>56,949,065</u>
Gross profit	6,812,213	5,472,994
General and administrative expenses	<u>4,785,503</u>	<u>3,438,729</u>
Operating income	2,026,710	2,034,265
Other income (loss)	<u>1,005</u>	<u>(2,807)</u>
Net income	2,027,715	2,031,458
Retained earnings, beginning of year	8,855,895	7,924,437
Shareholder distributions	<u>(708,165)</u>	<u>(1,100,000)</u>
Retained earnings, end of year	<u>\$ 10,175,445</u>	<u>\$ 8,855,895</u>

The accompanying notes are an integral part of these consolidated financial statements.

**WEST CONSTRUCTION, INC.
WORK ON HAND**

Project #	Project Name / Project Location	Date of Completion	Percent Complete	Owner Name & Address	Contract Price	Completed to Date	Open Balance	Architect
16-1216	Cancer Infusion Therapy Center, VAHCS CW Bill Young Medical Center 10000 Bay Pines Blvd. Bay Pines, FL 33744	12/31/2020	85%	Department of Veterans Affairs Network Contracting Office 8 (248) Room 326, Bldg #2 10000 Bay Pines Blvd. Bay Pines, FL 33744	\$ 8,929,202.00	\$ 7,589,821.70	\$ 1,339,380.30	Long & Associates Architects / Engineers, Inc. 4525 S. Manhattan Avenue Tampa, FL 33611
16-1236	Hallandale Beach Commons Hallandale Beach, FL 301-323 Foster Road Hallandale Beach, FL 33016	6/30/2020	40%	City of Hallandale Beach 400 S. Federal Highway Hallandale Beach, FL 33009	\$ 2,404,415.00	\$ 961,766.00	\$ 1,442,649.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
16-1250	DB Bunches Park 15600 Bunches Park Drive West Miami Gardens, FL 33054	4/30/2020	90%	City of Miami Gardens 18605 NW 27th Avenue Miami Gardens, FL 33056	\$ 5,807,966.52	\$ 5,227,169.87	\$ 580,796.65	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
17-1285	Senior Center Renovation & Addition 10650 W. Oakland Park Blvd. Sunrise, FL 33351	4/30/2020	95%	City of Sunrise 10770 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 1,984,702.00	\$ 1,885,466.90	\$ 99,235.10	CPZ Architects, Inc. 4316 W. Broward Blvd. Plantation, FL 33317
17-1277	Curtis Park New Swimming Pool Facility 1904 NW 24th Avenue Miami, FL 33125	3/31/2020	95%	City of Miami 3500 Pan American Drive Miami, FL 33133	\$ 3,282,119.00	\$ 3,118,013.05	\$ 164,105.95	Gill-McGraw Architects, LLP 5802 Southwest 99th Terrace Miami, FL 33156
17-1282	Welleby Park Expansion 11100 NW 44th Street Sunrise, FL 33351	4/30/2020	85%	City of Sunrise 10770 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 4,838,920.00	\$ 4,113,082.00	\$ 725,838.00	Walter Zackria Architects 1500 W. Cypress Creek Rd., Suite 105 Fort Lauderdale, FL 33309
17-1297	Veterans Memorial Park 5400 N. Nob Hill Road Sunrise, FL 33351	4/30/2020	85%	City of Sunrise 10770 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 4,068,357.00	\$ 3,458,103.45	\$ 610,253.55	Craven Thompson and Associates, Inc. 3563 NW 53rd Street Fort Lauderdale, FL 33309
18-1305	Marco Island Executive Airport New Terminal & Associated Improvements 2005 Mainsail Drive Naples, FL 34114	5/31/2020	70%	Collier County c/o Airport Authority 2005 Mainsail Drive, Suite #1 Naples, FL 34114	\$ 9,396,263.10	\$ 6,577,384.17	\$ 2,818,878.93	Schenkel Shultz 200 East Robinson Street, Suite 300 Orlando, FL 32801
18-1313	DB Fire Station 36 7200 N. University Drive Tamarac, FL 33321	6/5/2020	75%	City of Tamarac 7525 NW 88th Avenue Tamarac, FL 33321	\$ 5,205,066.00	\$ 3,903,799.50	\$ 1,301,266.50	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
18-1320	Cudjoe Key New Fire Station #11 22352 Overseas Highway Cudjoe Key, FL 33042	4/30/2020	85%	Monroe County 500 Whitehead Street Key West, FL 33040	\$ 3,884,185.00	\$ 3,301,557.25	\$ 582,627.75	GPH, Inc. 1992 SW 1st St. Miami, FL 33135
18-1321	Plant City Fire Rescue - Station #3 1710 N. Park Road Plant City, FL 33563	5/31/2020	60%	City of Plant City 302 West Reynolds Street Plant City, FL 33563	\$ 3,068,000.00	\$ 1,840,800.00	\$ 1,227,200.00	Wannemacher Jensen Architects, Inc. 180 Mirror Lake Drive North St. Petersburg, FL 33701
18-1333	West Hollywood Elementary School SMART Program Renovations 6301 Hollywood Blvd. Hollywood, FL 33024	7/31/2020	40%	The School Board of Broward County 600 SE Third Avenue Ft. Lauderdale, FL 33301	\$ 3,003,235.73	\$ 1,201,284.29	\$ 1,801,941.44	Crain Atlantis Engineering, Inc. 210 S.W. Natura Avenue Deerfield Beach, FL 33441
19-1335	DB Winterlakes Neighborhood Park 5241 NW Jannebo St. Port St. Lucie, FL 34986	5/15/2020	50%	City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	\$ 1,660,000.00	\$ 830,000.00	\$ 830,000.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1339	DB Sports Complex Concession Building 9901 NW 77th Street Tamarac, FL 33321	8/16/2020	15%	City of Tamarac 7525 N.W. 88th Ave. Tamarac, FL 33321	\$ 1,174,243.00	\$ 176,136.45	\$ 998,106.55	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1340	DB Ocean Rescue Building Interior Upgrades & Construction of Lifeguard Towers 50 North Pompano Beach Blvd. Pompano Beach, FL 33060	TBD	10%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ 1,463,200.00	\$ 146,320.00	\$ 1,316,880.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
								DK Architects/Planners, Inc. 24 N.E. 24th Avenue Pompano Beach, FL 33062

WEST CONSTRUCTION, INC.
WORK ON HAND

Project #	Project Name / Project Location	Date of Completion	Percent Complete	Owner Name & Address	Contract Price	Completed to Date	Open Balance	Architect
19-1342	Mirror Lake Elementary School - SMART Program Renovations 1200 NW 72nd Ave. Plantation, FL 33313	12/5/2020	5%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 3,038,785.23	\$ 151,939.26	\$ 2,886,845.97	ACAI Associates, Inc. 2937 W. Cypress Creek Rd., Suite 200 Fort Lauderdale, FL 33309
19-1344	DB Vincent Torres Memorial Park Improvement 4331 NW 36th Street Lauderdale Lakes, FL 33319	6/30/2020	20%	City of Lauderdale Lakes 4300 NW 36th Street Lauderdale Lakes, FL 33319	\$ 559,000.00	\$ 111,800.00	\$ 447,200.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1347	Fort Lauderdale High School - SMART Program Renovations 1600 NE Fourth Avenue Fort Lauderdale, FL 33305	TBD	5%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 2,939,898.42	\$ 146,984.92	\$ 2,792,903.50	SOL-ARCH, Inc. 6780 SW 80th Street Miami, FL 33143
19-1345	DB Fire Station 52 10 SW 27th Avenue Pompano Beach, FL 33060	10/31/2022	0%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ 5,723,368.64	\$ -	\$ 5,723,368.64	CSA Architects 185 NE 4th Avenue, Suite 101 Delray Beach, FL 33483
19-1346	DB Fire Station 61 2121 NW 3rd Avenue Pompano Beach, FL 33060	10/31/2021	0%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ 5,746,702.82	\$ -	\$ 5,746,702.82	CSA Architects 185 NE 4th Avenue, Suite 101 Delray Beach, FL 33483
19-1349	DB Golf Course Improvements 4592 NW 19th Street Lauderhill, FL 33313	TBD	0%	City of Lauderdale 5581 W. Oakland Park Blvd. Lauderhill, FL 33313	\$ 795,770.00	\$ -	\$ 795,770.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1351	DB Tamarac Swim Central Annex Park NW Corner of NW 58th St. & NW 94th Ave. Tamarac, FL 33321	TBD	0%	City of Tamarac 7525 N.W. 88th Ave. Tamarac, FL 33321	\$ 1,380,102.00	\$ -	\$ 1,380,102.00	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1355	James S. Rickards Middle School - SMART Program Renovations 6000 NE 9th Avenue Oakland Park, FL 33334	TBD	5%	The School Board of Broward County 7720 W. Oakland Park Blvd. Sunrise, FL 33351	\$ 7,978,709.82	\$ 388,935.49	\$ 7,579,774.33	Williamson Dacar Associates, Inc. 851 Broken Sound Pkwy. NW Boca Raton, FL 33487
19-1357	Jog Rd. & Lake Worth Rd. Median Landscape & Irrigation Jog Rd. & Lake Worth Rd. Greenacres, FL	TBD	10%	City of Greenacres 5800 Melaleuca Lane Greenacres, Florida 33463	\$ 752,364.90	\$ 75,236.49	\$ 677,128.41	Colleur & Hearing, Inc. 1934 Commerce Lane, Suite 1 Jupiter, FL 33458
19-1358	DB West Ken Lark Park Renovations 7600 NW 50th Street Lauderhill, FL 33351	TBD	10%	City of Lauderdale 5581 W. Oakland Park Blvd. Lauderhill, FL 33313	\$ 2,642,366.00	\$ 284,236.60	\$ 2,378,129.40	West Architecture + Design, LLC 820 North 4th Street Lantana, FL 33462
19-1362	CMAR North Pompano Park Improvements 4400 NE 18th Avenue Pompano Beach, FL 33060	TBD	0%	City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	\$ -	\$ -	\$ -	
19-1365	DB Lantana Marina 870 N. Federal Highway Lantana, FL 33462	TBD	0%	MHC Lantana, L.L.C. c/o Equity LifeStyle Properties, Inc. Two North Riverside Plaza, Suite 800 Chicago, Illinois 60606	\$ -	\$ -	\$ -	

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to **Pathway Park Construction Sub-Phase I and Sub-Phase II** subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

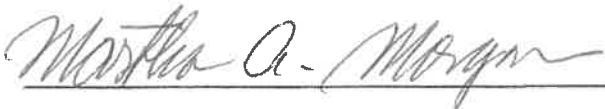
signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

West Construction, Inc.

CONTRACTOR's Company Name



Martha A. Morgan, President

Signature of Authorized Agent of CONTRACTOR

Name and Title (Printed)

BID BOND

COUNTY OF PALM BEACH SS

as Principal and CONTRACTOR, and Berkley Insurance Company

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

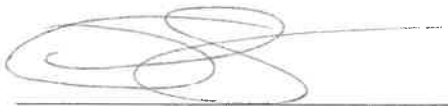
IN WITNESS WHEREOF, the said West Construction, Inc., as Principal herein, has caused these presents to be signed in its name by its President and attested by its Secretary under its corporate seal, and the said Berkley Insurance Company as Surety herein, has caused these presents to be signed in its name by its * under its corporate seal, this 25th day of February A.D., 2020.

Signed, sealed and delivered in

the presence of:

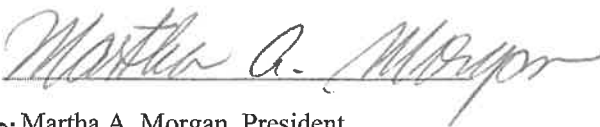
West Construction, Inc.

Principal-CONTRACTOR



Matthew F. West, Secretary

By:



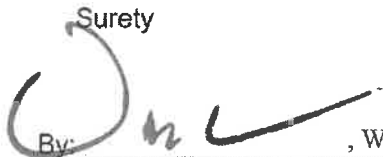
Title: Martha A. Morgan, President

As to Principal

Berkley Insurance Company

Surety

By:



, Warren M. Alter

Attorney-in-Fact (Power-of-Attorney to be attached)

*Attorney-in-Fact

1/22/20

00410-2

BID BOND


By: _____, Warren M. Alter

Resident Agent

END OF SECTION

1/22/20

00410-3

BID BOND

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of JUNE, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman

Jeffrey M. Hafter

Executive Vice President & Secretary

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of JUNE, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 25th day of February, 2020.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

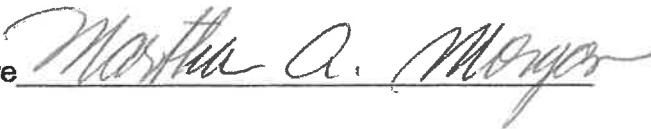
SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name West Construction, Inc.

Signature 

Name & Title Martha A. Morgan, President

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the Martha A. Morgan

(INDIVIDUAL'S NAME)

of President

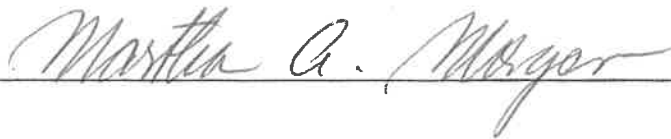
(TITLE/POSITION WITH COMPANY/VENDOR)

West Construction, Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE



DATE 02/25/2020

Martha A. Morgan, President

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Palm Beach)

Martha A. Morgan

being first duly sworn, deposes and says that:

1. He/she is the President, (Owner, Partner, Officer, Representative or Agent) of West Construction, Inc. 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: Martha A. Morgan

Martha A. Morgan

Printed Name

President

Title

END OF SECTION

1/22/20

00425-2

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Martha A. Morgan, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of West Construction, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: ITB 2020B-002, Project Name: Pathway Park Construction of Sub-Phase I
TO# 255 and Sub-Phase II

- (2) He 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, has 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 Palm Beach County or any person interested in the proposed Contract: and
- (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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Martha A. Morgan

Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 25th day of February 2020 by Martha A. Morgan, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL:



RACQUEL J. BARRETT
Commission # GG 348536
Expires June 25, 2023
Bonded Thru Budget Notary Services

Notary Signature: Racquel J. Barrett

Notary Name: Racquel J. Barrett
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Racquel J. Barrett, personally appeared Martha A. Morgan who, after being by me first duly sworn, deposes and says:

(1) I am President of West Construction, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB 2020B-002, Project Name: Pathway Park Construction of Sub-Phase I
TO# 255 and Sub-Phase II

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Village of Palm Springs as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: Martha A. Morgan

Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 25th day of February 2020 by Martha A. Morgan, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL:



RACQUEL J BARRETT
Commission # GG 348536
Expires June 25, 2023
Bonded Thru Budget Notary Services

Notary Signature: Racquel J. Barrett

Notary Name: Racquel J. Barrett

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Martha A. Morgan, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of West Construction, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1516626 / CBC057038 Expiration Date: August 31, 2020
who submitted a proposal to perform work for the following project:

Contract #: ITB 2020B-002, Project Name: Pathway Park Construction of Sub-Phase I
TO# 255 and Sub-Phase II

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: Martha A. Morgan Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 25th day of February, 20 20
by Martha A. Morgan, who is personally known
to me or who has produced N/A as identification.

NOTARY SEAL:



RACQUEL J. BARRETT
Commission # GG 348536
Expires June 25, 2023
Bonded Thru Budget Notary Services

Notary Signature: Racquel J. Barrett

Notary Name: Racquel J. Barrett
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: ITB 2020B-002, TO# 255, Pathway Park Construction of Sub-Phase I and Sub-Phase II

Company Name and Address:

West Construction, Inc.

820 North 4th Street

Lantana, FL 33462



Signature

Martha A. Morgan, President

Name and Title

02/25/2020

Date

WORKFORCE PROJECTION**PROJECT NAME:****Village of Palm Springs - Pathway Connector Park Construction**

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

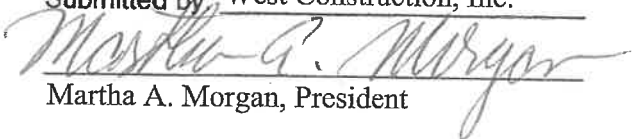
- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☒ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☒ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☒ Small Tool Operator
- ☒ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☒ Carpenter
- ☒ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☒ Electrician
- ☐ Elevator Mechanic
- ☒ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☒ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☒ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: West Construction, Inc.

Date: 02/25/2020



Martha A. Morgan, President



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 1

February 13, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. Please advise whether the kiosks and Park directional signage shown on Sheet LH 500 are two-sided or one-sided signs.

ANSWER: There are 3 different types of signage proposed. The *Athletic Complex Welcome Sign* (Key Note Code Item M) is one sided. The *Park Trail Head Sign(s)* (Key Note Code Item E) is one sided. The *Park Directional Sign(s)* (Key Note Code Item F) is two sided.

2. Is the method of bid award based on the Base Bid amount or the totals of the base bids and alternate combined?

ANSWER: The bid award will be evaluated on the base bid totals of Sub-Phase I and Sub-Phase II combined. Exception, if an alternate is determined to be in the best interest of the Village ALL bids submitted will be evaluated based upon inclusion of that alternate line item.

3. Should the general contractor rely on the estimated quantities in the bid form or should we go by any additional areas and info that will be extracted from the plans?

ANSWER: The estimated quantities in the bid form are provided as a guide. The general contractor is responsible for reviewing the plans and ensuring their bid includes all areas and information that can be extracted from the plans.

4. How long after phase 1 is completed that we can start with the second phase. Or can both phases run concurrently?

ANSWER: Concurrently is acceptable provided the plan is provided at the Pre Construction Meeting.

5. Has the Village of Palm Springs identified a designed staging area for the contractor, or does the contractor have to provide their own staging and storage areas for keeping material and equipment?

ANSWER: There is no designated staging area at the site. This will be the contractor's responsibility.

6. Does the Village of Palm Springs have a designated Waste/Dumpster management company or does the Village allow any dumpster supplier to be used on the site?

ANSWER: The Village requires the use of its Waste Hauler, WastePro.

7. At what length interval would density test and proctors be required under the sidewalks?

ANSWER: 250 Feet

8. Alternate B on Phase 1 calls for the overhead electric to be buried underground. The E-1 Plans calls for new light fixtures and poles as per Light fixture schedule note: Please clarify.

ANSWER: The requirement for an alternate B bid is based on providing an alternate bid that includes the cost for burying the overhead electric lines for 3 existing light poles that are indicated on sheet LH-102. The new light fixtures specified on sheet E1.00 (a proposed light pole and fixture, and proposed ground mounted light for the proposed Athletic Complex Welcome Sign) should be included in the base bid per the electrical plans, sheets E0.01 and E1.00.

9. As per request for Maintenance of Traffic will the general contractor be required to submit a signed and sealed MOT Plans thru the Village of Palm Springs or thru any other jurisdictions? We assume that Davis Road and Alameda Drive are County Roads. Please advise.

ANSWER: The MOT plan does not have to be a signed and sealed set of drawings. It must include a map and written description of the MOT plan.

10. Please see attached Project Manual Index to indicate some of the listed bid documents are missing or duplicated.

ANSWER: Refer to the plans and specifications.

11. Liquidated Damages is not specified nor in Section 00100-7 Instruction to Bidders line item 8 or Section 00500-1 Agreement for Construction Services. Please kindly provide.

ANSWER: Liquidated damages for this project will be \$500 per day.

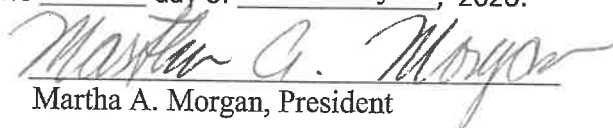
12. Can you kindly clarify if permit fees will be by GC or by the Village? I didn't see any note in the bid documents, nor it is listed in the Unite Price Submittal form.

ANSWER: The Village of Palm Springs waives village permit fees for this project. However, the contractor will be responsible for completing the required permit applications, submitting plans, drawings, etc.

Receipt acknowledged and conditions agreed to the 25th day of February, 2020.

West Construction, Inc.

Bidder


Martha A. Morgan, President



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Pathway Park Construction Sub-

Phase I and Sub-Phase II

Addendum No. 2

February 20, 2020

BIDS DUE: 2:00 PM, Local Time, Tuesday, February 25, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the Pathway Park Construction Sub-Phase I and Sub-Phase II, fully and completely as if the same were fully set forth herein.

SUBMITTED QUESTIONS

1. As per information received from our electrical contractor, the scope for the lighting in Phase 1 need some clarification. The information received is that the existing pole where the power feed for the new kiosk lighting and the new pole is the property of FPL. In order to tap into this power, permission will be required by FPL and a new electrical meter and a disconnect will be required. Please advise whether the Village has been granted permission from FPL to utilize the power from the pole.

ANSWER: The Village is working to receive permission.

2. Please advise whether this Bid Submission is an online electric submission and we do not need to deliver the bid in person or by mail?

ANSWER: Refer to the bid manual Section 00100 item 12.4.

3. Plans call for Phase 1 to have a Village seal in the stamped concrete does the Village of Palm Springs have a vendor who has already made those seal for previous project? If so, please provide name and contact information.

ANSWER: The Village has not worked with a concrete vendor previously to perform this work. It will be the determination of the bidder to select a contractor.

Receipt acknowledged and conditions agreed to the 25th day of February, 2020.

West Construction, Inc.

Bidder


Martha A. Morgan, President



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.8: Approve Contract Award (Task Order No. 283) - Village Complex Ballfield Renovations - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2020 Budget Funded - Sales Tax) - Southern Turf and Fields, LLC

SUMMARY:

The Parks and Recreation Department has identified the need to renovate the Bermuda athletic fields at the Village Ballfield Complex to continue to provide the highest quality sports turf and playing fields for Village residents and participants. Our fields are home to the Village's recreational sports programming, permitted play, informal play, academic and extra-curricular activities for local Palm Springs schools and various special events. It is estimated that more than 25,000 participants utilize the Village's fields annually; thus, providing a direct economic benefit to our community and providing a family-oriented community.

Due to the age of the existing turf along with high volumes of intense play that has occurred on our field, the existing Bermuda turf has weakened and is susceptible to be taken over by various weed species and pests and has led to the deterioration of the playing conditions. If approved, the proposed renovation to the Village Complex fields would include replacing the irrigation system (to be considered by the Village Council on April 23, 2020, as a separate proposed agenda item), stripping all existing sod from the fields, spraying and debris removal of existing soil, a rough grade, adding a new topsoil mix (to stimulate turf growth), laser grading of the fields and installing new Bermuda sod.

Note: This proposed project would replace all of the existing clay areas with sod (except for the pitching mound and home plate areas) to provide a safer recreation facility while also reducing the maintenance requirements by Village Staff.

Additionally, it should be noted that Bermuda grass is a warm-weather type of grass that thrives in the Florida heat and is drought tolerant and very resilient. It has a fast growth rate,

which allows it to withstand heavy use and is an excellent type of grass for the sports that the Village primarily hosts on the fields (i.e., soccer, football, baseball, etc.). It recuperates from damage very well and, with the Florida heat, it maintains growth year-round. It will become dormant when the weather turns cold, however, it responds and flourishes in the sunlight.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on February 11, 2020, for the renovation of the Village Complex ballfields. This process was completed by the Village through a competitive selection process - Village Ballfield Renovations (ITB No. 2020B-004 - March 10, 2020).

Within the FY 2020 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$600,000 for the completion of the Village Ballfield Renovations (i.e., sod and irrigation). Staff expects to have sufficient funds to complete this project.

As a result of the Village's ITB, the following three (3) bid proposals were received:

Bidder	<u>Base Bid</u>	<u>Alternate A</u>	<u>Alternate B</u>	<u>Total Bid</u>
Southern Turf and Fields, LLC	\$ 339,000.00	\$22,500.00	\$ 19,750.00	\$ 381,250.00
JSM Services, Inc	\$ 666,368.00	\$22,959.00	\$179,179.00	\$ 666,368.00
LTG Sports Turf One, LLC	\$1,073,157.04	\$29,719.20	\$234,122.73	\$1,073,157.04

Note: Village staff reviewed the bids and found that the lowest bidder was deemed to be complete.

Thus, after review of the three (3) bids received the Parks and Recreation Director, the Public Service Director, the Assistant Public Services Director and the Public Service Project Manager and determined that Southern Turf and Fields, LLC., provided the lowest, responsive bid.

Note: The proposed ITB request contained two (2) bid alternatives: 1. Alternate A - providing for an eight (8) week grow in maintenance period for all fields and 2. Alternate B - removing clay material, adding subsoil, topsoil and sodding the infield of the Major Field. At this time, the Village is requesting to proceed with both Alternate pricing proposals for this project.

As a result, staff is requesting the Council award this proposed contract (Task Order No. 283) in the amount of \$381,250 to the lowest, responsive bidder, Southern Turf and Fields, LLC.

If approved, the Village would accept Southern Turf and Fields' pricing, including all terms, conditions, and pricing as submitted within their ITB proposal and the proposed contract. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

If approved, the proposed construction work is expected to begin in Spring 2020 and is projected to be completed in Fall 2020 (prior to our Fall recreation sports programming beginning).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director.

The Village has not worked with the proposed vendor previously, however, staff received positive references from Panama City Beach various organizations for the proposed vendor.

FISCAL IMPACT:

Funding to support this contract agreement is available within the FY 2020 Budget - General Fund (Sales Surtax) and Capital Improvement Plan (CIP).

<u>Allocated/Estimated Project Funding:</u>	
FY 2020 Approved Budget - General Fund (Sales Tax) - Village Ballfield Renovations	<u>\$600,000</u>
Total Expected Project Contribution	\$600,000

<u>Expected Project Costs:</u>	
Total Project Request - Installation of New Sports Turf	\$381,250
Total Project Request - Replacement of Irrigation System	<u>\$131,945</u>
Total Project Costs	\$513,195

Note: The replacement of the existing irrigation system will be presented to the Village Council for consideration during the April 23, 2020 Council Meeting.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for this service over the term of the contract.

ATTACHMENTS:

Southern Fields and Turf Proposed Agreement

Bid Submittal and Tabulation Log

Capital Improvement Details - Village Ballfield Renovations

ITB #2020B-004 Task Order No. 283 Village Ballfield Renovations

Southern Turf and Fields LLC. Bid

JSM Services Inc. Bid

LTG Sports Turf One LLC Bid

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this 2nd day of April, 2020, between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Southern Turf and Fields LLC**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 113 South Monroe Street, Tallahassee, Florida 32301.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid 2020B-004 to renovate the VILLAGE ballfields (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and,

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. RECITALS, CONTRACT TIME AND LIQUIDATED DAMAGES

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, (the number of anticipated days to complete provided by CONTRACTOR in the ITB) attached hereto and incorporated herein as Exhibit "A".

1.3 **Liquidated Damages. Liquidated Damages, if required by the ITB, shall be assessed in accordance with the provision set forth in the ITB.**

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the renovation of ballfields as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB and this Agreement and within the time frame set forth in the ITB, (the number of anticipated days to complete provided by CONTRACTOR in the ITB).

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the renovation of the ballfields for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed **\$381,250.00**.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set

forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work. VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice.

This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 TERMINATION BY VILLAGE: The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
- (b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

12.2 TERMINATION BY THE VILLAGE FOR CONVENIENCE

The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

- (a) cease operations as directed by the VILLAGE in the notice;
- (b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of

the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between this Agreement and the ITB, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or

interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

17.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street

address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

113 South Monroe St
Tallahassee FL 32301

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek

any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties should sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE 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 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

32. INFRINGEMENT INDEMNITY

32.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- a. In the event of a claim of infringement, the CONTRACTOR shall, at its option:
 1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.
 - b. The CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:
 1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the CONTRACTOR;
- and,

3. the alleged infringement or misappropriation relates to such modification or combination.

b. The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

c. The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

39. DISCRIMINATION

39.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

40. CONSTRUCTION DEFECTS.

40.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

41. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

42. PUBLIC CONSTRUCTION BOND

42.1 If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

42.2 The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

43. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

43.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

43.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

43.3 CONTRACTOR agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract.

43.4 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

44. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the renovation of ballfields on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: Southern Turf And Fields LLC

By: [Signature]

[Corporate Seal]

Print Name: Craig Floyd

Title: Manager

STATE OF Florida)
COUNTY OF Alachua)

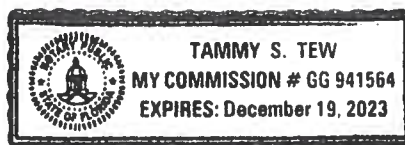
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online notarization, this 2nd this 2nd day of April, 2020, by Craig Floyd.

[Signature]
(Signature of Notary Public-State of Florida)

Tammy S. Tew
(Print, type, or stamp commissioned name of Notary public)

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: GA DL





ITB NO. 2020B-004
VILLAGE BALLFIELD RENOVATIONS
03/10/2020 @ 2:00 PM
VILLAGE COUNCIL CHAMBERS

Start: 2:10 PM

End: 2:13 PM

NAME	ADDRESS	BID AMOUNT	<i>BID PACKAGE COMPLETE *Not Final</i>
Southern Turf and Fields	113 South Monroe Street Tallahassee, FL 323012	\$ 339,000.00	Y
JSM Services, Inc.	6150 Federal Court Fort Meyer, FL 33905	\$ 666,368.00	Y
LTG Sports Turf One	2240 W. Woolbright Rd Ste #411 Boynton Beach, FL 33426	\$ 1,073,157.04	Y

Staff Present:

Justin Lucas, Director Parks & Recreation

Kimberly Wynn, Village Clerk



VILLAGE OF PALM SPRINGS

PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 283

Project Name: Village Complex Ballfield Improvements
Department: Parks & Recreation
Location: Village Complex

Project Manager: Justin Lucas
Date Requested: 10/1/19
Date Approved: 10/1/19

DESCRIPTION / JUSTIFICATION:

Village Complex Ballfield Improvements to include replacing irrigation pump, wiring, irrigation control systems, new pipe and heads.
 Remove existing sod and clay as specified, replace with soil, laser grading and installation of Bermuda 419 sod. Grow in of new sod for opening of fall play.
 Existing irrigation system is not covering the field as required. Fields are in need of grading as water is not running off and causing too much standing water. New sod will increase the safety of fields for participants.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	10,000.00						\$ 10,000.00
Construction	590,000.00						\$ 590,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 600,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding	600,000.00						\$ 600,000.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 600,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 600,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Contracts & Leases		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00
Net Annual Impact on Operations	\$ 0.00	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 30,000.00)
TOTAL	\$ 0.00	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 6,000.00)	(\$ 30,000.00)

Department Head

Village Manager



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

NOTICE OF SOLICITATION ITB # 2020B-004

VILLAGE BALLFIELD RENOVATIONS (TASK ORDER NO 283)

ITB SUBMISSION DATE: **MARCH 10, 2020 AT 2:00 P.M.**

Sealed Bids for the Village Ballfield Renovations will be received, by the Village of Palm Springs, at the office of the Palm Springs Village Clerk, until **2:00 pm local time on March 10, 2020** at which time the Bids received will be publicly opened and read. The Bid consists of routine landscaping maintenance throughout the Village, including but not limited to common areas around Village Hall parks, medians, etc.

A pre-bid conference will be held at **2:00 pm** local time on **February 18, 2020** at the Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs FL 33461. Attendance at the pre-bid conference is not mandatory.

It is the responsibility of the Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Village of Palm Springs.

Quotations are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the Village.

By submitting an offer which is accepted by the Village, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Invitation to Bid (ITB)

BROADCAST

The Village of Palm Springs utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) Purchasing webpage on the Village of Palm Springs – www.vpsfl.org.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Bid package may be incomplete. The Village will not evaluate incomplete Bid packages. Demandstar is an independent entity and is not agent or representative of the Village. Communications to Demandstar do not constitute communications to the Village. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the Solicitation documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **February 21, 2020**.

Owner: Village of Palm Springs

By: Kimberly Wynn

Title: Village Clerk

Date: February 6, 2020

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

INVITATION TO BID

ITB # 2020B-004	TITLE: Village Ballfield Renovations (TASK ORDER NO 283)	
CONTACT PERSON: Kimberly Wynn		PHONE: (561) 965-4010
FAX: (561) 965-0899	E-MAIL: kwynn@vpsfl.org	

****** FAXED OR E-MAILED RESPONSES ARE ACCEPTABLE ******

To ensure that your offer is considered, it must be received in the Village of Palm Springs Clerks Office no later than 2:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Request for Quotation, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this ITB solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Palm Springs (referred to as Village) and Bidder.

1. CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

2. ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- b. The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- c. The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- f. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- g. The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

23. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

24. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

26. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

27. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

28. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Village of Palm Springs any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

34. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

35. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

36. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

37. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

39. NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Village and/or successful vendor.

40. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

41. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

42. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

43. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

44. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

45. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

46. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

47. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

48. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

49. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

51. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

52. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

53. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

54. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

55. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

56. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

57. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

58. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

59. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

60. TAXES

The Village of Palm Springs is exempt from Federal and State taxes for tangible personal property.

61. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

62. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

63. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

64. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the Village of Palm Springs.

65. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

66. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

67. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

68. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

69. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, anytime after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.

SPECIAL CONDITIONS

70. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to provide the Village with Village Ballfield Renovations, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

71. TERM OF CONTRACT

The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect until work is completed and approved by Village..

72. OPTIONS TO RENEW

Not applicable

73. METHOD OF AWARD: LOWEST PRICE

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work.

74. PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work.

75. PRICE ADJUSTMENTS

Not applicable

76. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

77. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

78. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

79. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed, and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

80. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

81. ADDITIONAL FACILITIES

Although this Solicitation and resultant Contract may identify specific facilities or locations, it is hereby agreed and understood that any Village department or agency facility or related products may be added to this Contract at the option of the Village, for similar products or services. The awarded Bidder shall be invited to submit price quotes for these additional facilities or location. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order. The Village may determine to obtain price quotes for the additional facilities from non-contract awarded Bidder(s) in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the Village's discretion.

82. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

83. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

84. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub- contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

85. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

SCOPE OF SERVICES

ITB # 2020B-004

VILLAGE BALLFIELD RENOVATIONS (TASK ORDER NO 283)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation and Placing of subsoil
- B. Fertilizing
- C. Sod installation
- D. Maintenance

1.2 SCOPE

- A. The work consists of spraying, removing and disposing all existing Bermuda turf on all fields inside the Village Ballfield Improvement areas (Major Field, Senior Field, Junior Field, T-ball Field and Multipurpose Field).
- B. The work consists of removing and disposing all clay material from Major, Senior and Junior Fields.
- C. Adding subsoil and topsoil to infield areas where clay was removed.
- D. The work consists of performing all grass sodding and related work as indicated as described in this section. All baseball fields except T-ball Field will sod infields with base cutouts and pitching mound will also be clay.
- E. Unless otherwise indicated, the Contractor is responsible for the repair of any existing lawn areas disturbed during the construction process
- F. The Contractor is responsible for the irrigation of all lawn areas on the project, including those not covered by an irrigation system.
- G. The Contractor is responsible for the all maintenance to the Bermuda grass lawns during a minimum 2-month grow in period.
- H. Work to be performed from May 2020 and shall be completed by August 31, 2020

1.3 BERMUDA GRASS FIELD INSTALLER QUALIFICATIONS

- A. A contractor specializing in the grading and grassing of athletic fields shall grade and install the Bermuda grass field.
- B. The specialty contractor shall submit a list of athletic field projects successfully completed during the past three years, including a list of three similar Bermuda Grass sports field projects for the approval of the Architect and the Owner.
- C. Include information concerning the project Owner and references with telephone numbers.

1.4 REFERENCES AND RELATED DOCUMENTS

- A. TPI Turfgrass Producers International – Guideline Specifications to Turfgrass Sodding; formally ASPA (American Sod Producers Association) - Guideline Specifications to Sodding
- B. FS O-F-241 - Fertilizers, Mixed, Commercial
- C. Section 02200 - Earthwork
- D. The provisions of the General Conditions, Supplementary Conditions, and the Sections included under, Division 1, General Requirements, are included as part of this section

1.5 DEFINITIONS

- A. Weeds: Include, but are not limited to Crab Grass, Johnson Grass, Poison Ivy, Nut Sedges, Bindweed, Goose Grass, Crowfoot Grass, Torpedo Grass, Spurges, Spreading Dayflower, Guinea Grass, Bull Paspalum, Sandbur, Love Grass, Finger Grass, Paricum Grasses, Foxtail, Smut Grass, Amaranth, Chickweeds, Ragweed, Smut Grass, Spanish Needles, Thistle, Horseweed, Dogfennel, Cudweed, Hawksbeard, Dollarweed, Pepperweed, Beggarweeds, Sida, Oxalis, Pusley, Penneywort, Matchweed, and Punctureweed.

1.6 SUBMITTALS

- 1. Fertilizer

- a. For the Bermuda grass fields, submit planting soil analyses of the existing and imported soils for approval at no additional cost to the Owner.
 - i) Collect cores for a composition sample from approximately six dispersed areas and within the top 6" of the soil.
 - ii) The analysis shall show % of organic material in the soil through the loss on Ignition by Volume soil test method, indicate the soil pH and with recommendations from the testing laboratory for additional topsoil, fertilizer type and application rate, and other soil amendments necessary to bring the top 6" of soils in the Bermuda grass areas to the following specified levels:
 - iii) Percolation rate: minimum 4" per hour in the top six inches of soil
 - iv) PH level: 6.0 - 7.0
 - v) Soil Organic Content 5% minimum /20% maximum
 - vi) Major and Minor nutrients as recommended by the laboratory
 - vii) A South Florida agricultural testing laboratory acceptable to the Owner shall perform all testing and recommendations.

2. Herbicides

3. Fire ant certification from the sod supplier

4. Specialty grading and grassing contractor information as noted in Section 1.3 above.

B. Operation Data: Submit for continuing Owner maintenance.

C. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height, types, application frequency, and recommended coverage of fertilizer.

1.7 QUALITY ASSURANCE

A. Sod shall be minimum age of 18 months with root development that supports its own weight without tearing when suspended vertically by holding the upper two corners.

B. Submit sod certification for grass species and location of sod source.

C. Sod Producer: Company specializing in sod production and harvesting with minimum 5 years of experience, and certified by the State of Florida.

D. Installer: Company approved by the sod producer.

1.8 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

B. Provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.

C. Contractor shall follow all regulations, ordinance, and code governing the work, including but not limited to permitting and inspections.

1.9 DELIVERY, STORAGE, AND PROTECTION

A. All sod delivered to the site, shall be laid within 8 hours.

1.10 PROJECT CONDITIONS

A. Contractor shall inspect the site and plans to become aware of the project conditions and requirements before submitting a bid.

B. Sequence the installation to ensure orderly and expeditious utility connections.

C. Coordinate with installation of underground sprinkler system pipe and watering heads.

1.11 CONTRACTOR SUPERVISION

A. The Contractor shall provide a competent superintendent and any necessary assistants on the project when work is in progress.

B. Do not change the superintendent during the project without the consent of the Owner unless the superintendent leaves the Contractor's employment.

C. The superintendent shall represent the Contractor and in the Contractor's absence, all directions given to him by the Owner shall be binding as if given to the Contractor.

D. The Contractor's superintendent shall supervise the Contractor's employees on the job site, be responsible for their actions, and conduct on the job site.

1.12 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with his work.
- B. The Contractor is responsible for contacting the necessary entities to determine the locations of all underground utilities on the site.
- C. The Contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping, grounds, aboveground or underground installations, or structures of any kind, and shall be responsible for any damage that occurs because of his work.
- D. Contractor shall adequately protect his work and all adjacent property as required by law.
- E. Utilities noted on the plans are anticipated locations only.
 - 1. The utilities shown may not include all underground utilities on the site, and the locations indicated may not be as installed.

PART 2 PRODUCTS

2.1 GRASS SOD

- A. Sod shall be Tifway 419 Bermuda.
- B. Tifway 419 Bermuda sod shall have well matted with roots; shall have firm tough texture having a compact top growth and heavy root development.
 - 1. Bermuda sod shall be sand based, and contain no weed of any type.
 - 2. The soil embedded in the sod shall be free from fungus, vermin, and other diseases and mowed within 4 days of cutting the sod.
 - 3. The sod shall be taken up in rolls sized 42" wide and 75' long.
 - 4. Remove all netting from the back of the sod prior to installation.
 - 5. The soil base of the sod shall be of a uniform thickness.
- C. Sod shall be sufficiently thick to insure a dense stand of live grass.
 - 1. Sod shall be live, fresh, and uninjured at the time of planting.
 - 2. Plant the sod within 48 hours after harvesting.
- D. Use only sod certified free of fire ants.
 - 1. Before delivering any sod to the project, the Contractor shall furnish to the Owner and the Architect written certification from the supplier that the sod is free of fire ants.

2.2 COMMERCIAL FERTILIZERS

- A. Commercial fertilizer shall comply with the State Fertilizer Laws.
 - 1. Numerical designation for fertilizer indicates the minimum percentage respectively of (1) total nitrogen, (2) phosphoric acid, and (3) water soluble potash contained in the fertilizer.
- B. Fertilizer for Bermuda grass shall be 15-5-15 with the rate and minor nutrients as recommended by the agricultural laboratory performing the tests on the project topsoil.

2.3 WATER

- A. Contractor shall supply and apply all water.

2.4 ROLLER

- A. Contractor shall use a roller(s) appropriately sized to achieve the required lawn surface grade.

2.5 FERTILIZER SPREADER

- A. Contractor shall use a device for spreading the fertilizer capable of uniformly distributing the material at required rates.

2.6 HERBICIDES

- A. The Contractor shall select, provide, and apply all herbicides as required.

2.7 TOPSOIL (soil immediately below the sod)

- A. Topsoil for Bermuda Tifway 419 Lawns: Topsoil shall be as required by the recommendations of the agricultural laboratory performing the analysis of the project soil. However, the minimum topsoil preparation, accomplished prior to sod placement shall be placement of eight to twelve inches of an 80%/20% sand/peat root zone mix.
- 2.8 SUBGRADE SOIL (soil layer 12" or less below the finished grade of the lawn surface)
 - A. All subgrade soil shall be completely free of rocks more than 1" in any dimension, concrete, glass, metal or any other foreign contaminant.
 - B. Remove all contaminated sub-grade soil from the site and cleaned using soil sieves prior to re-installation or shall be replaced with clean, well draining fill suitable for good plant growth.
- 2.9 SOIL FUMIGANTS
 - A. The Contractor shall select and provide soil fumigants as required to eradicate all soil organisms, all existing vegetation, and all plant seeds and other forms of plant regeneration.
 - B. Use all soil fumigants and other materials as specified and recommended by the manufacturer(s).
 - 1. All soil fumigants shall be suitable for their intended purpose.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Contractor and his Bermuda grass installer shall coordinate and attend a pre-work meeting with Owner prior to any Work.
- B. Verify that prepared soil base is ready to receive the work of this section.

3.2 GENERAL: The order of work for sod installation shall be as follows:

- A. Bermuda Grass Lawns:
 - 1. Spraying of existing Bermuda fields
 - 2. Removal of all clay excluding warning tracks
 - 3. Removal of all existing Bermuda
 - 4. Installation of sub grade soil
 - 5. Roto-tilling of all compacted areas
 - 6. Removal of all unsuitable materials from the sub-grade soil
 - 7. Laser sub-grading
 - 8. Installation of topsoil and other soil amendments
 - 9. Soil fumigation
 - 10. Final laser grading
 - 11. Placement of sod
 - 12. Clean up
 - 13. Watering
 - 14. Beginning of the required grow-in period and maintenance- Additional Alternative Only
 - 15. Application of fertilizer four and eight weeks after installation- Additional Alternative
 - 16. Rolling of sod approximately four weeks after installation- Additional Alternative

3.3 ROTO-TILLING

- A. Roto-till all lawn areas that have become compacted during the construction process as required assuring adequate percolation of water through the soil.

3.4 SUBGRADE

- A. Prepare subgrade for all areas receiving sod, as required to produce the finish grades indicated on the grading plans and specifications.
- B. Remove all existing shell rock or other road base that encroaches more than 12" into any lawn area, and fill any voids cause by road base removal with clean, well draining, and properly compacted planting soil

3.5 INSTALLATION OF TOPSOIL AND SOIL AMENDMENTS

- A. Install additional topsoil and other soil amendments in Bermuda grass areas as required to accommodate the required grades and the recommendations of the testing laboratory.
 - 1. Roto-till all materials into the existing soil until the top 6" of soil is a homogeneous mixture.

3.6 REMOVAL OF DEBRIS

- A. Clean areas receiving grass of all stones larger than ¼ inch in diameter, sticks, stumps, paper, glass, and other debris. The top 6 inches of soil shall be free of any stones larger than ¼ inch in any dimension and all debris.
- B. Kill by herbicide and remove all weeds or existing grasses from areas to receive sod.

3.7 FUMIGATION OF THE BERMUDA GRASS LAWN AREAS

- A. The Contractor shall fumigate the lawn areas receiving Bermuda grass to eradicate all soil organisms, all existing vegetation is, and all plant seeds and other forms of plant regeneration.
- B. The Contractor shall use a soil fumigation method that guarantees all vegetative matter and soil organisms in the soil are eradicated.
- C. Use all soil fumigants and other materials as specified and recommended by the manufacturer(s).

3.8 FINE GRADING

- A. After removal of debris, perform fine grading as required to bring all areas to receive grass to a smooth, even, and finished grade. Use a laser grader to fine grade all areas. The Contractor shall fine grade areas receiving sod as necessary to achieve a finished grade (top of the sod) as specified in this section.
- B. All sodded areas bordered by sidewalks, asphalt pavement, or curbs shall have a finished grade (top of the sod's soil) that is flush (or less than ½" below) with the grade of the adjacent sidewalk, asphalt pavement, or curb.
- C. All sodded areas bordered by planting areas shall have a finished grade (top of the sod's soil) that is 1½" above the soil level in the adjacent planting bed.

3.9 PLACING OF SOD

- A. Place Bermuda grass sod field as required to produce a smooth and even surface conforming to the grades indicated on the project civil engineering plans.
 - 1. All field areas shall be laser graded as required to produce the required surface finish.
 - 2. The Contractor shall ensure that the finished grade of sod does not vary more than ¼" from a 10' long straight edge.
 - 3. Remove any mesh backing on the Bermuda grass from the sod and from the project site.

3.10 CLEAN UP

- A. Remove all debris, fertilizer bags, pallets etc. from the site upon completion of the work.
- B. Thoroughly sweep any paved areas including curbs and sidewalks.

3.11 WATERING

- A. Watering of the sodded areas is the Contractor's responsibility, including projects where a permanent irrigation system is not installed.
- B. Water sources (either permanent or temporary) shall be provided by the Contractor and be available and in operation prior to sodding. OWNER will provide water.

3.12 APPLICATION OF FERTILIZER

- A. Apply fertilizer as previously specified.
 - 1. The rate of application for Bermuda grass shall be as recommended by the agricultural testing laboratory.
 - 2. Uniformly apply the fertilizer over the area receiving grass by using an approved distribution device calibrated to distribute the appropriate quantity.
 - 3. Do not fertilize when the wind velocity exceeds 15 miles per hour.
- B. Fertilize Bermuda sod both 30 and 60 days after installation, and request an inspection to verify the application of the fertilizer.

3.13 Rolling and Topdressing of the Sod

- A. Within one month of the laying the sod pieces, firmly press the sod into contact with the sod bed by rolling with a suitably sized mechanical roller or other approved equipment.
 - 1. The rolling operation shall provide a smooth and even surface conforming to the grades shown on the grading plan, and insure knitting of sod without displacement of sod or deformation of the surfaces.
- B. All developed unevenness or depressions in the lawn surfaces shall be top dressed as required to achieve a smooth and even finish.
 - 1. Top dressing shall not be applied more than 1" thick. In the case that the lawn surface requires more than 1" of correction, remove, re-grade, and re-sod the uneven areas.

3.14 GUARANTEE AND REPLACEMENT

- A. Contractor shall guarantee all sod work up until the end of the maintenance period.
- B. Contractor shall replace any defective or distressed grass materials at no additional cost to the Owner.
 - 1. During the guarantee period, it shall be the Contractor's responsibility to immediately replace any dead material.

3.15 COMPLETION AND ACCEPTANCE

- A. Completion of work shall mean full compliance and conformity with the provisions expressed or implied in drawings and in the specifications.
- B. Upon satisfactory completion of the work, the Owner will perform an inspection of the work to determine if the sodding work is ready for acceptance.

3.16 MAINTENANCE PROVISIONS - BERMUDA GRASS

- A. The Contractor shall be responsible for complete maintenance of all bermuda grass until:
 - 1. Final acceptance of the landscape and irrigation work by the Owner, or
 - 2. Two months after completion of the Bermuda grass lawn installation whichever is later.
- B. Maintenance shall include, but not be limited to:
 - 1. Mowing all lawn areas at least once a week, and removing all visible amounts of grass clippings from the lawn areas.
 - a. Do not cut the lawn in more than 1/4" increments.
 - b. Mow Bermuda grass to an approximately 3/4" height.
 - 2. Eradication of all harmful insects including ants
 - 3. Control of all lawn and soil diseases
 - 4. Watering and fertilizing as required to maintain all lawn areas in an excellent condition for plant growth and sports field use.
 - a. Grass is required to be in a healthy and green condition at the time of final acceptance.
 - 5. Eradication of all weeds in the lawns as necessary for the grass to conform to the specification in paragraph 2.1
 - 6. All other work as necessary for the specialty Contractor to ensure a high-quality sports field turf.

4.1 ATTACHMENTS

- A. Attachment Ballfield Improvements

END OF SECTION

BID SUBMITTAL FORM – ITB # 2020B-0x

Line #	Description	Price
1	Perform services as noted in scope on Major Field (Attachment B)- No Grow In	
2	Perform services as noted in scope on Senior Field- No Grow in	
3	Performs services as noted in scope on Junior Field- No Grow In	
4	Perform services as noted in scope on T-Ball Field- No Grow In	
5	Perform services as noted in scope on Multipurpose Field- No Grow In	
	TOTAL BID PRICE	

Additional Alternatives

Alternate	Description	Price
A	Include 8 Week Grow In Maintenance for all fields	
B	Perform services on Major Field Attachment G to include removing clay material, adding subsoil and topsoil and sodding all areas as noted in attachment scope	

NUMBER OF DAYS ANTICIPATED TO COMPLETE THE WORK _____

BID SUBMITTAL SIGNATURE PAGE – ITB # 2020B-004

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)**

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)		DATE:
* SIGNATURE: _____	PRINT NAME: PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # () TOLL FREE # ()	E-MAIL: FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # _____		

ACKNOWLEDGEMENT OF ADDENDA
ITB # 2020B-004

VILLAGE BALLFIELD RENOVATIONS

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
 who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He / She is _____ of _____, the
 Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the Village or any person interested in the proposed contract.

d. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by
 _____, who is personally known to me or who has produced
 _____ as identification.

SEAL

Notary Signature _____ Notary Name: _____

Notary Public (State): _____

My Commission No: _____ Expires on: _____



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4016 • www.vpsfl.org

NOTICE OF SOLICITATION ITB # 2020B-004

VILLAGE BALLFIELD RENOVATIONS (TASK ORDER NO 283)

ITB SUBMISSION DATE: MARCH 10, 2020 AT 2:00 P.M.

Sealed Bids for the Village Ballfield Renovations will be received, by the Village of Palm Springs, at the office of the Palm Springs Village Clerk, until **2:00 pm local time on March 10, 2020** at which time the Bids received will be publicly opened and read. The bid consists of spraying, removing and disposing of existing sod; adding subgrade and topsoil; laser grading; installing new sod; and the grow in of Bermuda sod.

A pre-bid conference will be held at **2:00 pm local time on February 18, 2020** at the Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs FL 33461. Attendance at the pre-bid conference is not mandatory.

It is the responsibility of the Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Village of Palm Springs.

Quotations are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the Village.

By submitting an offer which is accepted by the Village, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Invitation to Bid (ITB).

BROADCAST

The Village of Palm Springs utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) Purchasing webpage on the Village of Palm Springs – www.vpsfl.org.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Bid package may be incomplete. The Village will not evaluate incomplete Bid packages. Demandstar is an independent entity and is not agent or

representative of the Village. Communications to Demandstar do not constitute communications to the Village. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the Solicitation documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **February 21, 2020**.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **February 6, 2020**

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

INVITATION TO BID

ITB # 2020B-004	TITLE: Village Ballfield Renovations (TASK ORDER NO 283)	
CONTACT PERSON: Kimberly Wynn		PHONE: (561) 965-4010
FAX: (561) 965-0899	E-MAIL: kwynn@vpsfl.org	

****** FAXED OR E-MAILED RESPONSES ARE ACCEPTABLE ******

To ensure that your offer is considered, it must be received in the Village of Palm Springs Clerks Office no later than 2:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Request for Quotation, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this ITB solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS
GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Palm Springs (referred to as Village) and Bidder.

1. CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

2. ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any

addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- b. The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- c. The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be considered in evaluating the Bid received for this Bid Solicitation.

- e. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- f. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- g. The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall always be its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

23. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement

by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

24. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

26. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

27. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a

reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

28. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder can perform the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of

the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Village of Palm Springs any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

34. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

35. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health

Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

36. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

37. BINDING EFFECT

All the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

39. NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Village and/or successful vendor.

40. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

41. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

42. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

43. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

44. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

45. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

46. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

47. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

48. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

49. PUBLIC RECORDS

Florida law provides that municipal records shall always be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

51. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

52. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

53. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

54. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

55. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

56. ACCIDENT PREVENTION AND BARRICADES

Precautions shall always be exercised for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

57. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

58. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

59. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

60. TAXES

The Village of Palm Springs is exempt from Federal and State taxes for tangible personal property.

61. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

62. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

63. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

64. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the Village of Palm Springs.

65. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

66. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

67. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

68. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

69. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.

SPECIAL CONDITIONS

70. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to provide the Village with **Village Ballfield Renovations**, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

71. TERM OF CONTRACT

The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect until work is completed and approved by Village.

72. OPTIONS TO RENEW

Not applicable

73. METHOD OF AWARD: LOWEST PRICE

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work.

74. PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work.

75. PRICE ADJUSTMENTS

Not applicable

76. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

77. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Village Clerk/Risk Manager and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.

- b. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Village Clerk/Risk Manager Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

78. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

79. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

80. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

81. ADDITIONAL FACILITIES

Although this Solicitation and resultant Contract may identify specific facilities or locations, it is hereby agreed and understood that any Village department or agency facility or related products may be added to this Contract at the option of the Village, for similar products or services. The awarded Bidder shall be invited to submit price quotes for these additional facilities or location. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order. The Village may determine to obtain price quotes for the additional facilities from non-contract awarded Bidder(s) if fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the Village's discretion.

82. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that

the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

83. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

84. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

85. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

SCOPE OF SERVICES**ITB # 2020B-004****VILLAGE BALLFIELD RENOVATIONS (TASK ORDER NO 283)****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Preparation and Placing of subsoil
- B. Fertilizing
- C. Sod installation
- D. Maintenance

1.2 SCOPE

- A. The work consists of spraying, removing and disposing all existing Bermuda turf on all fields inside the Village Ballfield Improvement areas (Major Field, Senior Field, Junior Field, T-ball Field and Multipurpose Field).
- B. The work consists of removing and disposing all clay material from Major, Senior and Junior Fields.
- C. Adding subsoil and topsoil to infield areas where clay was removed.
- D. The work consists of performing all grass sodding and related work as indicated as described in this section. All baseball fields except T-ball Field will sod infields with base cutouts and pitching mound will also be clay.
- E. Unless otherwise indicated, the Contractor is responsible for the repair of any existing lawn areas disturbed during the construction process
- F. The Contractor is responsible for the irrigation of all lawn areas on the project, including those not covered by an irrigation system.
- G. The Contractor is responsible for the all maintenance to the Bermuda grass lawns during a minimum 2-month grow in period.
- H. Work to be performed from May 2020 and shall be completed by August 31, 2020

1.3 BERMUDA GRASS FIELD INSTALLER QUALIFICATIONS

- A. A contractor specializing in the grading and grassing of athletic fields shall grade and install the Bermuda grass field.
- B. The specialty contractor shall submit a list of athletic field projects successfully completed during the past three years, including a list of three similar Bermuda Grass sports field projects for the approval of the Architect and the Owner.
- C. Include information concerning the project Owner and references with telephone numbers.

1.4 REFERENCES AND RELATED DOCUMENTS

- A. TPI Turfgrass Producers International – Guideline Specifications to Turfgrass Sodding; formally ASPA (American Sod Producers Association) - Guideline Specifications to Sodding
- B. FS O-F-241 - Fertilizers, Mixed, Commercial

- C. Section 02200 - Earthwork
- D. The provisions of the General Conditions, Supplementary Conditions, and the Sections included under, Division 1, General Requirements, are included as part of this section

1.5 DEFINITIONS

- A. Weeds: Include, but are not limited to Crab Grass, Johnson Grass, Poison Ivy, Nut Sedges, Bindweed, Goose Grass, Crowfoot Grass, Torpedo Grass, Spurges, Spreading Dayflower, Guinea Grass, Bull Paspalum, Sandbur, Love Grass, Finger Grass, Paricum Grasses, Foxtail, Smut Grass, Amaranth, Chickweeds, Ragweed, Smut Grass, Spanish Needles, Thistle, Horseweed, Dogfennel, Cudweed, Hawksbeard, Dollarweed, Pepperweed, Beggarweeds, Sida, Oxalis, Pusley, Penneywort, Matchweed, and Punctureweed.

1.6 SUBMITTALS

1. Fertilizer

- a. For the Bermuda grass fields, submit planting soil analyses of the existing and imported soils for approval at no additional cost to the Owner.
 - i) Collect cores for a composition sample from approximately six dispersed areas and within the top 6" of the soil.
 - ii) The analysis shall show % of organic material in the soil through the loss on Ignition by Volume soil test method, indicate the soil pH and with recommendations from the testing laboratory for additional topsoil, fertilizer type and application rate, and other soil amendments necessary to bring the top 6" of soils in the Bermuda grass areas to the following specified levels:
 - iii) Percolation rate: minimum 4" per hour in the top six inches of soil
 - iv) PH level: 6.0 - 7.0
 - v) Soil Organic Content 5% minimum /20% maximum
 - vi) Major and Minor nutrients as recommended by the laboratory
 - vii) A South Florida agricultural testing laboratory acceptable to the Owner shall perform all testing and recommendations.

2. Herbicides

3. Fire ant certification from the sod supplier

4. Specialty grading and grassing contractor information as noted in Section 1.3 above.

- B. Operation Data: Submit for continuing Owner maintenance.

- C. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height, types, application frequency, and recommended coverage of fertilizer.

1.7 QUALITY ASSURANCE

- A. Sod shall be minimum age of 18 months with root development that supports its own weight without tearing when suspended vertically by holding the upper two corners.

- B. Submit sod certification for grass species and location of sod source.
- C. Sod Producer: Company specializing in sod production and harvesting with minimum 5 years of experience and certified by the State of Florida.
- D. Installer: Company approved by the sod producer.

1.8 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.
- C. Contractor shall follow all regulations, ordinance, and code governing the work, including but not limited to permitting and inspections.

1.9 DELIVERY, STORAGE, AND PROTECTION

- A. All sod delivered to the site, shall be laid within 8 hours.

1.10 PROJECT CONDITIONS

- A. Contractor shall inspect the site and plans to become aware of the project conditions and requirements before submitting a bid.
- B. Sequence the installation to ensure orderly and expeditious utility connections.
- C. Coordinate with installation of underground sprinkler system pipe and watering heads.

1.11 CONTRACTOR SUPERVISION

- A. The Contractor shall provide a competent superintendent and any necessary assistants on the project when work is in progress.
- B. Do not change the superintendent during the project without the consent of the Owner unless the superintendent leaves the Contractor's employment.
- C. The superintendent shall represent the Contractor and in the Contractor's absence, all directions given to him by the Owner shall be binding as if given to the Contractor.
- D. The Contractor's superintendent shall supervise the Contractor's employees on the job site, be responsible for their actions, and conduct on the job site.

1.12 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with his work.
- B. The Contractor is responsible for contacting the necessary entities to determine the locations of all underground utilities on the site.
- C. The Contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping, grounds, aboveground or underground installations, or structures of any kind, and shall be responsible for any damage that occurs because of his work.
- D. Contractor shall adequately protect his work and all adjacent property as required by law.
- E. Utilities noted on the plans are anticipated locations only.

1. The utilities shown may not include all underground utilities on the site, and the locations indicated may not be as installed.

PART 2 PRODUCTS

2.1 GRASS SOD

- A. Sod shall be Tifway 419 Bermuda.
- B. Tifway 419 Bermuda sod shall have well matted with roots; shall have firm tough texture having a compact top growth and heavy root development.
 1. Bermuda sod shall be sand based and contain no weed of any type.
 2. The soil embedded in the sod shall be free from fungus, vermin, and other diseases and mowed within 4 days of cutting the sod.
 3. The sod shall be taken up in rolls sized 42" wide and 75' long.
 4. Remove all netting from the back of the sod prior to installation.
 5. The soil base of the sod shall be of a uniform thickness.
- C. Sod shall be sufficiently thick to insure a dense stand of live grass.
 1. Sod shall be live, fresh, and uninjured at the time of planting.
 2. Plant the sod within 48 hours after harvesting.
- D. Use only sod certified free of fire ants.
 1. Before delivering any sod to the project, the Contractor shall furnish to the Owner and the Architect written certification from the supplier that the sod is free of fire ants.

2.2 COMMERCIAL FERTILIZERS

- A. Commercial fertilizer shall comply with the State Fertilizer Laws.
 1. Numerical designation for fertilizer indicates the minimum percentage respectively of (1) total nitrogen, (2) phosphoric acid, and (3) water soluble potash contained in the fertilizer.
- B. Fertilizer for Bermuda grass shall be 15-5-15 with the rate and minor nutrients as recommended by the agricultural laboratory performing the tests on the project topsoil.

2.3 WATER

- A. Contractor shall supply and apply all water.

2.4 ROLLER

- A. Contractor shall use a roller(s) appropriately sized to achieve the required lawn surface grade.

2.5 FERTILIZER SPREADER

- A. Contractor shall use a device for spreading the fertilizer capable of uniformly distributing the material at required rates.

2.6 HERBICIDES

- A. The Contractor shall select, provide, and apply all herbicides as required.

2.7 TOPSOIL (soil immediately below the sod)

- A. Topsoil for Bermuda Tifway 419 Lawns: Topsoil shall be as required by the recommendations of the agricultural laboratory performing the analysis of the project soil. However, the minimum topsoil preparation,

accomplished prior to sod placement shall be placement of eight to twelve inches of an 80%/20% sand/peat root zone mix.

- 2.8 SUBGRADE SOIL (soil layer 12" or less below the finished grade of the lawn surface)
- A. All subgrade soil shall be completely free of rocks more than 1" in any dimension, concrete, glass, metal or any other foreign contaminant.
 - B. Remove all contaminated sub-grade soil from the site and cleaned using soil sieves prior to re-installation or shall be replaced with clean, well-draining fill suitable for good plant growth.
- 2.9 SOIL FUMIGANTS
- A. The Contractor shall select and provide soil fumigants as required to eradicate all soil organisms, all existing vegetation, and all plant seeds and other forms of plant regeneration.
 - B. Use all soil fumigants and other materials as specified and recommended by the manufacturer(s).
 - 1. All soil fumigants shall be suitable for their intended purpose.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Contractor and his Bermuda grass installer shall coordinate and attend a pre-work meeting with Owner prior to any Work.
- B. Verify that prepared soil base is ready to receive the work of this section.

3.2 GENERAL: The order of work for sod installation shall be as follows:

- A. Bermuda Grass Lawns:
 - 1. Spraying of existing Bermuda fields
 - 2. Removal of all clay excluding warning tracks
 - 3. Removal of all existing Bermuda
 - 4. Installation of sub grade soil
 - 5. Rototilling of all compacted areas
 - 6. Removal of all unsuitable materials from the sub-grade soil
 - 7. Laser sub-grading
 - 8. Installation of topsoil and other soil amendments
 - 9. Soil fumigation
 - 10. Final laser grading
 - 11. Placement of sod
 - 12. Clean up
 - 13. Watering
 - 14. Beginning of the required grow-in period and maintenance- Additional Alternative Only
 - 15. Application of fertilizer four and eight weeks after installation- Additional Alternative
 - 16. Rolling of sod approximately four weeks after installation- Additional Alternative

3.3 ROTO-TILLING

- A. Roto-till all lawn areas that have become compacted during the construction process as required assuring adequate percolation of water through the soil.
- 3.4 SUBGRADE
 - A. Prepare subgrade for all areas receiving sod, as required to produce the finish grades indicated on the grading plans and specifications.
 - B. Remove all existing shell rock or other road base that encroaches more than 12" into any lawn area, and fill any voids cause by road base removal with clean, well-draining, and properly compacted planting soil
- 3.5 INSTALLATION OF TOPSOIL AND SOIL AMENDMENTS
 - A. Install additional topsoil and other soil amendments in Bermuda grass areas as required to accommodate the required grades and the recommendations of the testing laboratory.
 - 1. Roto-till all materials into the existing soil until the top 6" of soil is a homogeneous mixture.
- 3.6 REMOVAL OF DEBRIS
 - A. Clean areas receiving grass of all stones larger than ¼ inch in diameter, sticks, stumps, paper, glass, and other debris. The top 6 inches of soil shall be free of any stones larger than ¼ inch in any dimension and all debris.
 - B. Kill by herbicide and remove all weeds or existing grasses from areas to receive sod.
- 3.7 FUMIGATION OF THE BERMUDA GRASS LAWN AREAS
 - A. The Contractor shall fumigate the lawn areas receiving Bermuda grass to eradicate all soil organisms, all existing vegetation is, and all plant seeds and other forms of plant regeneration.
 - B. The Contractor shall use a soil fumigation method that guarantees all vegetative matter and soil organisms in the soil are eradicated.
 - C. Use all soil fumigants and other materials as specified and recommended by the manufacturer(s).
- 3.8 FINE GRADING
 - A. After removal of debris, perform fine grading as required to bring all areas to receive grass to a smooth, even, and finished grade. Use a laser grader to fine grade all areas. The Contractor shall fine grade areas receiving sod as necessary to achieve a finished grade (top of the sod) as specified in this section.
 - B. All sodded areas bordered by sidewalks, asphalt pavement, or curbs shall have a finished grade (top of the sod's soil) that is flush (or less than ½" below) with the grade of the adjacent sidewalk, asphalt pavement, or curb.
 - C. All sodded areas bordered by planting areas shall have a finished grade (top of the sod's soil) that is 1½" above the soil level in the adjacent planting bed.
- 3.9 PLACING OF SOD
 - A. Place Bermuda grass sod field as required to produce a smooth and even surface conforming to the grades indicated on the project civil engineering plans.

1. All field areas shall be laser graded as required to produce the required surface finish.
2. The Contractor shall ensure that the finished grade of sod does not vary more than ¼" from a 10' long straight edge.
3. Remove any mesh backing on the Bermuda grass from the sod and from the project site.

3.10 CLEAN UP

- A. Remove all debris, fertilizer bags, pallets etc. from the site upon completion of the work.
- B. Thoroughly sweep any paved areas including curbs and sidewalks.

3.11 WATERING

- A. Watering of the sodded areas is the Contractor's responsibility, including projects where a permanent irrigation system is not installed.
- B. Water sources (either permanent or temporary) shall be provided by the Contractor and be available and in operation prior to sodding. OWNER will provide water.

3.12 APPLICATION OF FERTILIZER

- A. Apply fertilizer as previously specified.
 1. The rate of application for Bermuda grass shall be as recommended by the agricultural testing laboratory.
 2. Uniformly apply the fertilizer over the area receiving grass by using an approved distribution device calibrated to distribute the appropriate quantity.
 3. Do not fertilize when the wind velocity exceeds 15 miles per hour.
- B. Fertilize Bermuda sod both 30 and 60 days after installation and request an inspection to verify the application of the fertilizer.

3.13 Rolling and Topdressing of the Sod

- A. Within one month of the laying the sod pieces, firmly press the sod into contact with the sod bed by rolling with a suitably sized mechanical roller or other approved equipment.
 1. The rolling operation shall provide a smooth and even surface conforming to the grades shown on the grading plan and insure knitting of sod without displacement of sod or deformation of the surfaces.
- B. All developed unevenness or depressions in the lawn surfaces shall be top dressed as required to achieve a smooth and even finish.
 1. Top dressing shall not be applied more than 1" thick. In the case that the lawn surface requires more than 1" of correction, remove, re-grade, and re-sod the uneven areas.

3.14 GUARANTEE AND REPLACEMENT

- A. Contractor shall guarantee all sod work up until the end of the maintenance period.
- B. Contractor shall replace any defective or distressed grass materials at no additional cost to the Owner.
 1. During the guarantee period, it shall be the Contractor's responsibility to immediately replace any dead material.

3.15 COMPLETION AND ACCEPTANCE

- A. Completion of work shall mean full compliance and conformity with the provisions expressed or implied in drawings and in the specifications.
- B. Upon satisfactory completion of the work, the Owner will perform an inspection of the work to determine if the sodding work is ready for acceptance.

3.16 MAINTENANCE PROVISIONS - BERMUDA GRASS

- A. The Contractor shall be responsible for complete maintenance of all Bermuda grass until:
 - 1. Final acceptance of the landscape and irrigation work by the Owner, or
 - 2. Two months after completion of the Bermuda grass lawn installation whichever is later.
- B. Maintenance shall include, but not be limited to:
 - 1. Mowing all lawn areas at least once a week and removing all visible amounts of grass clippings from the lawn areas.
 - a. Do not cut the lawn in more than 1/4" increments.
 - b. Mow Bermuda grass to an approximately 3/4" height.
 - 2. Eradication of all harmful insects including ants
 - 3. Control of all lawn and soil diseases
 - 4. Watering and fertilizing as required to maintain all lawn areas in an excellent condition for plant growth and sports field use.
 - a. Grass is required to be in a healthy and green condition at the time of final acceptance.
 - 5. Eradication of all weeds in the lawns as necessary for the grass to conform to the specification in paragraph 2.1
 - 6. All other work as necessary for the specialty Contractor to ensure a high-quality sports field turf.

4.1 ATTACHMENTS

- A. Attachment Ballfield Improvements

END OF SECTION

BID SUBMITTAL FORM – ITB # 2020B-0x

Line #	Description	Price
1	Perform services as noted in scope on Major Field (Attachment B)- No Grow In	\$77,350.00 ^{CF} \$76,200.00
2	Perform services as noted in scope on Senior Field- No Grow in	\$77,350.00
3	Performs services as noted in scope on Junior Field- No Grow In	\$27,200.00
4	Perform services as noted in scope on T-Ball Field- No Grow In	\$22,250.00
5	Perform services as noted in scope on Multipurpose Field- No Grow In	\$136,000.00
	TOTAL BID PRICE	\$339,000.00

Additional Alternatives

Alternate	Description	Price
A	Include 8 Week Grow in Maintenance for all fields	\$22,500
B	Perform services on Major Field Attachment G to include removing clay material, adding subsoil and topsoil and sodding all areas as noted in attachment scope	\$19,750.00

NUMBER OF DAYS A

RK

at or = 30-40 days

BID SUBMITTAL SIGNATURE PAGE – ITB # 2020B-004*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)**

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

DATE:

*** SIGNATURE:** 

PRINT NAME: Craig Floyd

PRINT TITLE: President

ADDRESS:

113 South Monroe Street

CITY / STATE: Tallahassee / FL

ZIP CODE: 32301

TELEPHONE # ()

TOLL FREE # () cell - 770-380-6688

E-MAIL:

FAX #: ()

APPLICABLE LICENSE(S)

NUMBER # _____

TYPE:

FEDERAL ID #

84-2403196

**ACKNOWLEDGEMENT OF ADDENDA
ITB # 2020B-004**

VILLAGE BALLFIELD RENOVATIONS

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Southern Turf And Fields LLC
Firm Name


Signature

Craig Floyd - President
Name and Title (Print or Type)

3-9-2020
Date

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT**AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name: Southern Turf And Field LLC

Signature: 

Name and Title (Print or Type): Craig Floyd - President

Date: 3-10-2020

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: Craig Floyd

Firm Name: Southern Turf And Fields LLC

Signature: 

Name and Title (Print or Type): Craig Floyd - President

Date: 3-10-2020

**Notification of Public Records Law Pertaining to Public Contracts and
Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

Southern Turf And Fields LLC

Firm Name



Signature

Craig Floyd President

Name and Title (Print or Type)

3-10-2020

Date

DRUG-FREE WORKPLACE

Southern Turf And Fields LLC is a drug-free workplace and has (Company Name) a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Craig Floyd

Firm Name:

Southern Turf And Fields LLC

Signature:



Name and Title (Print or Type):

Craig Floyd - President

Date:

3-10-2020

NON-COLLUSION AFFIDAVITSTATE OF FL COUNTY OF Orange

Before me, the undersigned authority, personally appeared Craig Floyd, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

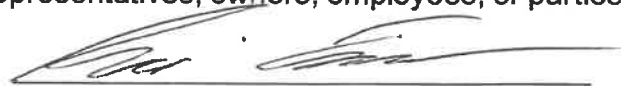
a. He / She is President of Southern Turf, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2020B-004Title: President

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the Village or any person interested in the proposed contract.

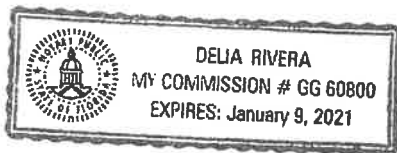
d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation), a (state or place of incorporation) corporation, on behalf of

the corporation. He/she is personally known to me or has produced (type of identification) as identification.



[Notary Seal]



Notary Signature
Delia Rivera

Notary Name
FL

Notary Public (State)
6660800

My Commission No
Jan 9, 2021

Expires on

BID SUBMITTAL FORM – ITB # 2020B-0x

Line #	Description	Price
1	Perform services as noted in scope on Major Field (Attachment B)- No Grow In	128,049.00
2	Perform services as noted in scope on Senior Field- No Grow in	190,521.00
3	Performs services as noted in scope on Junior Field- No Grow In	117,252.00
4	Perform services as noted in scope on T-Ball Field- No Grow In	24,395.00
5	Perform services as noted in scope on Multipurpose Field- No Grow In	206,151.00
	TOTAL BID PRICE	666,368.00

Additional Alternatives

Alternate	Description	Price
A	Include 8 Week Grow in Maintenance for all fields	22,959.00
B	Perform services on Major Field Attachment G to include removing clay material, adding subsoil and topsoil and sodding all areas as noted in attachment scope	179,179.00

NUMBER OF DAYS ANTICIPATED TO COMPLETE THE WORK 80 BUSINESS DAYS

BID SUBMITTAL SIGNATURE PAGE – ITB # 2020B-004*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)**

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

DATE: 3-10-20

*** SIGNATURE:**

PRINT NAME: JAMES W. STAMPS III

PRINT TITLE: VICE PRESIDENT

ADDRESS: 6150 FEDERAL RT.

CITY / STATE: FORT MYERS, FL

ZIP CODE: 33905

TELEPHONE # () 239-229-5854

TOLL FREE # ()

E-MAIL: jstamps3@jsmservicesinc.com

FAX #: ()

APPLICABLE LICENSE(S)

NUMBER # _____ **TYPE:** _____

FEDERAL ID # 59-3444761

ACKNOWLEDGEMENT OF ADDENDA
ITB # 2020B-004

VILLAGE BALLFIELD RENOVATIONS

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

JSM SERVICES, INC.
Firm Name

J.W. Stamps III
Signature

JAMES W. STAMPS III, VICE PRESIDENT
Name and Title (Print or Type)

3-10-20
Date

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

JAMES W. STAMPS III

Firm Name:

JSM SERVICES, INC.

Signature:

JWS

Name and Title (Print or Type):

JAMES W. STAMPS III, VICE PRESIDENT

Date: 3-10-20

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: JAMES W. STAMPS III

Firm Name: JSM SERVICES, INC.

Signature: J-W Stamps

Name and Title (Print or Type): JAMES W. STAMPS III, VICE PRESIDENT

Date: 3-10-20

**Notification of Public Records Law Pertaining to Public Contracts and
Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by: JAMES W. STAMPS III

JSM SERVICES, INC.

Firm Name



Signature

JAMES W. STAMPS III VICE PRESIDENT

Name and Title (Print or Type)

3-10-20

Date

DRUG-FREE WORKPLACE

JSM SERVICES, INC. is a drug-free workplace and has (Company Name) a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

JAMES W. STAMPS III

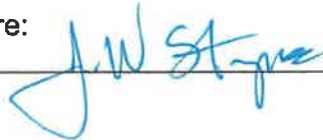
—

Firm Name:

JSM SERVICES, INC.

—

Signature:



—

Name and Title (Print or Type):

JAMES W. STAMPS III VICE PRESIDENT

—

Date:

3-10-20

NON-COLLUSION AFFIDAVITSTATE OF Florida COUNTY OF Lee

Before me, the undersigned authority, personally appeared James W. Stamps III who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He / She is Vice President of JSM Services Inc, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2020B-004Title: Village Ballfield Renovation

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the Village or any person interested in the proposed contract.

d. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

J. W. Stamps
Signature

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation), a (state or place of incorporation) corporation, on behalf of

the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



Karen Lynn Mills
Notary Signature
Karen Lynn Mills
Notary Name
Florida
Notary Public (State)
GG 296900
My Commission No
01-30-2023
Expires on



JMSERV-01

D2L GARRISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier Insurance 1326 Cape Coral Parkway East, Suite #1 Cape Coral, FL 33904	CONTACT NAME: Taylor Burgess PHONE (A/C, No, Ext): (239) 205-1536 FAX (A/C, No): (239) 542-5527 E-MAIL: taylor.burgess@assuredpartners.com ADDRESS:												
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Southern-Owners Insurance Company</td> <td>NAIC # 10190</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Co.</td> <td>10385</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Southern-Owners Insurance Company	NAIC # 10190	INSURER B: Auto-Owners Insurance Company	18988	INSURER C: FFVA Mutual Insurance Co.	10385	INSURER D:		INSURER E:		INSURER F:
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INSURER B: Auto-Owners Insurance Company	18988												
INSURER C: FFVA Mutual Insurance Co.	10385												
INSURER D:													
INSURER E:													
INSURER F:													
INSURED JSM Services, Inc. 6150 Federal Court Fort Myers, FL 33905													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		20733451	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		9676525000	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		9676525002	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC84000302402012A	3/1/2020	3/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine		20733451	11/1/2019	11/1/2020	Rented Equipment \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

BID SUBMITTAL FORM – ITB # 2020B-0x

Line #	Description	Price
1	Perform services as noted in scope on Major Field (Attachment B)- No Grow In	\$205,540.26
2	Perform services as noted in scope on Senior Field- No Grow in	\$236,194.41
3	Performs services as noted in scope on Junior Field- No Grow In	\$147,412.60
4	Perform services as noted in scope on T-Ball Field- No Grow In	\$146,370.80
5	Perform services as noted in scope on Multipurpose Field- No Grow In	\$337,638.97
	TOTAL BID PRICE	\$1,073,157.04

Additional Alternatives

Alternate	Description	Price
A	Include 8 Week Grow in Maintenance for all fields	\$29,719.20
B	Perform services on Major Field Attachment G to include removing clay material, adding subsoil and topsoil and sodding all areas as noted in attachment scope	\$234,122.73

NUMBER OF DAYS ANTICIPATED TO COMPLETE THE WORK 150 Days*

*90 Days to complete scope of work in the base bid. Additional 8 weeks to complete grow in all fields.

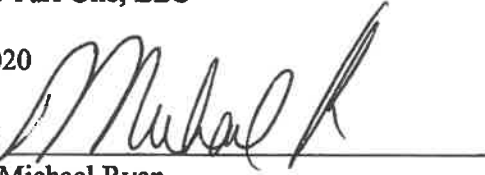
BID SUBMITTAL SIGNATURE PAGE – ITB # 2020B-004*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)**

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

LTG Sports Turf One, LLC

DATE: 03/06/2020

*** SIGNATURE:** 

PRINT NAME: Michael Ryan

PRINT TITLE: Presidnet

ADDRESS:

2240 W Woolbright Rd. Suite 411

CITY / STATE: Boynton Beach, FL

ZIP CODE: 33426

TELEPHONE # () 561-225-1113

TOLL FREE # ()

E-MAIL: clopez@ltgsportsturfone.com

FAX #: ()

APPLICABLE LICENSE(S)

NUMBER #CGC1523019

TYPE:

General contractor

FEDERAL ID #

11-2945683

**ACKNOWLEDGEMENT OF ADDENDA
ITB # 2020B-004**

VILLAGE BALLFIELD RENOVATIONS

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

LTG Sports Turf One, LLC

Firm Name

Signature

Michael Ryan/President

Name and Title (Print or Type)

03/06/2020

Date

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

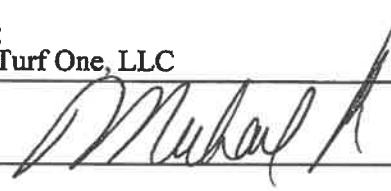
Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name:
LTG Sports Turf One, LLC

Signature:  _____

Name and Title (Print or Type):
Michael Ryan/President

Date: 03/06/2020 _____

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: _____

Firm Name:

LTG Sports Turf One, LLC

Signature: _____

Name and Title (Print or Type):

Michael Ryan/President

Date: 03/06/2020

**Notification of Public Records Law Pertaining to Public Contracts and
Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

LTG Sports Turf One, LLC

Firm Name

Signature

Michael Ryan/President

Name and Title (Print or Type)

03/06/2020

Date

DRUG-FREE WORKPLACE

LTG Sports Turf One, LLC is a drug-free workplace and has (Company Name) a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

—

Firm Name:
LTG Sports Turf One, LLC

—

Signature:



—

Name and Title (Print or Type):
Michael Ryan/President

—

Date:
03/06/2020

NON-COLLUSION AFFIDAVITSTATE OF Florida COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Michael Ryan, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

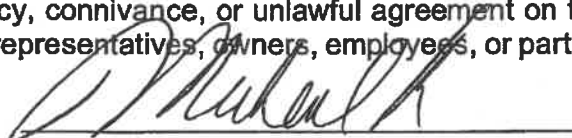
a. He / She is President of LTG Sports Turf One, LLC, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2020B-004 Village Ballfield Renovations
Title: (Task Order No 283)

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

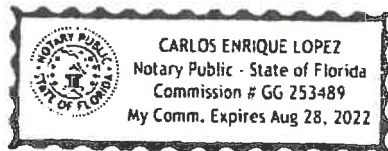
c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the Village or any person interested in the proposed contract.

d. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

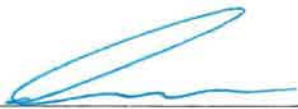

Signature

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation), a (state or place of incorporation) corporation, on behalf of

the corporation. He/she is personally known to me or has produced (type of identification) as identification.



[Notary Seal]



Notary Signature
Carlos G. Lopez

Notary Name
State of Florida

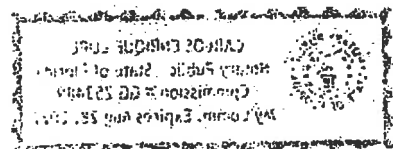
Notary Public (State)
GG 253489

My Commission No
08/28/2022

Expires on

[Handwritten scribble]

REPORT OF
1842-43
1842-43





Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.9: Approve Contract Award (Task Order No. 283) - Village Complex Ballfield Renovations - Piggyback - Parks and Recreation Department (FY 2020 Budget - Sales Tax) - Landscape Service Professionals, Inc.

SUMMARY:

The Parks and Recreation Department has identified the need to renovate the bermuda athletic fields at the Village Ballfield Complex to continue to provide the highest quality sports turf and playing fields for Village residents and participants. Our fields are home to the Village's recreational sports programming, permitted play, informal play, academic and extra-curricular activities for local Palm Springs schools and various special events. It is estimated that more than 25,000 participants utilize the Village's fields annually; thus, providing a direct economic benefit to our community and providing a family-oriented community.

To ensure that the quality of Village Complex sports field playing surface meets the highest standards possible and to assist in the growth/recovery of the proposed, new bermuda grass, staff is recommending the replacement of the existing irrigation system. If approved, the proposed irrigation replacement project would include replacing the existing aging irrigation system with new equipment that would maximize the coverage and flow of water, reduce leaking and waste, reduce staff time required to repair and replace irrigation heads and lines and improve water conservation.

Note: Replacement of the Village Complex Ballfield sports turf was initially budgeted within the FY 2019 Budget and Capital Improvement Plan (CIP); however, it was determined that due to the age of the existing irrigation system and to protect the proposed sports turf investment (to be considered by the Village Council on April 23, 2020 as a separate proposed agenda item) and reduce the Village's existing and significant labor and maintenance requirements, it would be in best interest of the Village to replace the existing irrigation system prior to moving forward with renovating the sports turf project. Thus, both projects were approved within the

FY 2020 Budget and included within the Capital Improvement Plan.

To ensure the lowest possible price for this project, staff is recommending that the Village piggyback off of the current City of Palm Beach Gardens contract awarded to Landscape Service Professionals, Inc. This selection by the City of Palm Beach Gardens was completed through a competitive selection process - Landscape and Irrigation Products and Services (ITB No. 2016-0063PS - September 8, 2016).

Through the existing piggyback contract, staff was able to obtain a not-to-exceed cost to complete the requisite irrigation system replacement project in the amount of \$131,945.

If approved, the Village would accept Landscape Service Professional's pricing by piggybacking the City of Palm Beach Gardens contract including all terms, conditions and pricing therein. The term of the proposed contract would expire on September 8, 2021. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

If approved, the proposed construction work is expected to begin in Spring 2020 and is projected to completed in the Fall 2020 (prior to our Fall recreation sports programming beginning).

The proposed Agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, the Public Service Director/Engineer, the Assistant Public Works Director, the Public Service Projects Manager, the Public Services Crew Leader and the Finance Director.

The Village has not worked with the proposed vendor previously, however, this vendor staff received positive references from the City of Palm Beach Gardens regarding the proposed vendor.

FISCAL IMPACT:

Funding to support this contract agreement is available within the FY 2020 Budget - General Fund (Sales Surtax) and Capital Improvement Plan (CIP).

Allocated/Estimated Project Funding:	
FY 2020 Approved Budget - General Fund (Sales Tax) - Village Ballfield Renovations	<u>\$600,000</u>
Total Expected Project Contribution	\$600,000

Expected Project Costs:	
Total Project Request - Installation of New Sports Turf	\$381,250
Total Project Request - Replacement of Irrigation System	<u>\$131,945</u>
Total Project Costs	\$513,195

Note: The replacement of the existing field turf will be presented to the Village Council for consideration during the April 23, 2020 Council Meeting.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for this service over the term of the contract.

ATTACHMENTS:

Proposed Agreement - Landscape Service Professionals, Inc..

City of Palm Beach Beach Gardens - Executed Contract

Approval to Piggyback - Landscape Service Professionals

Invitation to Bid Documents - City of Palm Beach Gardens - Landscape and Irrigation Products and Services

City of Palm Beach Gardens - Bid Addendum No. 1

City of Palm Beach Gardens - Bid Addendum No. 2

City of Palm Beach Gardens - Bid Addendum No. 3

City of Palm Beach Gardens - Bid Addendum No. 4

Landscape Service Professionals Irrigation Quote Village Ballfields

AGREEMENT FOR LANDSCAPE AND IRRIGATION PRODUCTS AND SERVICES

This Agreement for landscape and irrigation products and services ("Agreement" hereafter) is made as of the _____ day of _____, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Landscape Service Professionals, Inc.**, 11820 NW 37th Street, Coral Springs, FL 33065, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide landscape and irrigation products and services to the VILLAGE; and,

WHEREAS, Palm Beach Gardens through its competitive selection process awarded the Contract for landscape and irrigations products and services (ITB 2016-063PS) ("PBG Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for providing landscape and irrigation products and services based on the pricing and terms and conditions of the PBG Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the PBG Contract including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBG Contract. The PBG Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Palm Beach Gardens under the PBG Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the PBG Contract and pricing therein, the CONTRACTOR shall provide landscape and irrigation products and services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto;
 - B. This Agreement;

C. PBG Contract (including the ITB, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The PBG Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the PBG Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required by the PBG Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be

effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the PBG Contract term which shall expire on September 30, 2021, unless renewed in accordance with the PBG contract.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the

VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision, if any, of the PBG Contract.

9. Public Entity Crimes. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a

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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **LANDSCAPE SERVICE PROFESSIONALS, INC.**

By: Karmen Burn

Print Name: Karmen Burn

Title: Vice President

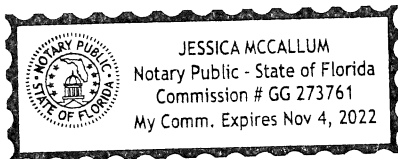
[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 26 this _____ day of March, 2020, by Karmen Burn

[Signature]
(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)



Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

AGREEMENT FOR LANDSCAPE AND IRRIGATION PRODUCTS AND SERVICES

AGREEMENT NO. ITB2016-0063PS

THIS AGREEMENT is made and entered into this 8TH day of September, 2016 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Landscape Service Professionals Inc.** a Florida corporation (hereinafter referred to as "Contractor"), whose principal address is 6115 NW 77th Way, Tamarac, Florida 33321.

WHEREAS, the City desires to retain the services of the Contractor to provide services in accordance with the City's Invitation to Bid ITB2016-063PS, Landscape and Irrigation Products and Services, and the Contractor's response thereto, which are attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, procedures, and specifications set forth in the City's Invitation to Bid ITB2016-063PS and the Contractor's response to the Invitation to Bid, including all addenda and documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

This Agreement awards work on an as-needed basis. For each project, the City will issue a Purchase Order describing the Scope of Work for the project and the landscaping and/or irrigation products and services required.

By executing this Agreement, the Contractor agrees and understands that no work is guaranteed under this Agreement, and that the City retains the right to use its own staff to perform the work.

ARTICLE 3. COMPENSATION

The City shall issue a Purchase Order for work under this Agreement. The Contractor shall submit a written and proper invoice after the work described on the Purchase Order has been completed by the Contractor and has been inspected and accepted by the City.

All payments shall be made in accordance with Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon receipt of a proper invoice.

The prices and rates for each project under this Agreement shall be based on the prices and rates submitted by the Contractor as established in the Contract. For each project, the Contractor may offer the City discounts for that project, or the City and Contractor may negotiate a lower unit price for each item for that project.

The estimated expenditure under this Agreement is Six Million Seven Hundred Fifty Thousand Fifty-Five Dollars (\$6,750,055) for the five- (5) year term of this Agreement.

Notwithstanding the estimated expenditure, the City does not guarantee to the Contractor that the estimated amount will be expended during the term of this Agreement.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by overnight courier to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Facsimile: (561) 799-4111

With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor: **Landscape Service Professionals Inc.**
6115 NW 77th Way
Tamarac, Florida 33321
Attn: Karmen A. Burn, Secretary/Director
Email: karmen@landscapeservicepros.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date until September 30, 2021, unless terminated beforehand as provided for in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for services rendered through the date of termination in accordance with the terms of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

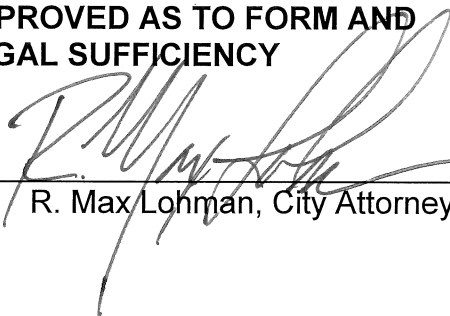
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Marcie Tinsley, Mayor

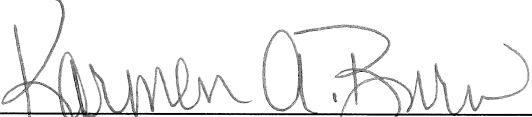
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

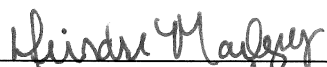
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

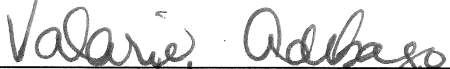
By: 
R. Max Lohman, City Attorney

LANDSCAPE SERVICE PROFESSIONALS INC.

By: 
Karmen A. Burn, Secretary/Director

WITNESSES:

By: 
Print Name: Deirdre Massey

By: 
Print Name: Valarie Adebayo

SECTION 10
SOLICITATION SUMMARY

The City of Palm Beach Gardens
Purchasing Department

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Proposal Number: ITB2016-063PS

Title: Landscape and Irrigation Products and Services

Due Date and Time: Friday, July 29, 2016 @ 3:00PM

Name of Proposer: Landscape Service Professionals Inc.

Address: 6115 NW 77 Way Tamarac FL 33321

Contact Person: Karmen Burn

Bid Amount(s):

Group A - Trees:	<u>\$ 38,766.00</u>
Group B - Shrubs/Ornamentals:	<u>\$ 334,145.00</u>
Group C - Turf/Mulch:	<u>\$ 508,100.00</u>
Group D - Irrigation:	<u>\$ 440,050.00</u>
Group E - General:	<u>\$ 28,950.00</u>

Authorized Signature: Karmen Burn

Date: July 28, 2016

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Palm Beach Gardens.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

TREES

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
BALD CYPRESS (TAXODIUM DISTICHUM)					
1	30 GAL, min 10 FT	PER FOOT	\$ 21.00	10	\$ 210.00
2	45 GAL, min 12 FT	PER FOOT	\$ 22.00	12	\$ 264.00
3	60 GAL, min. 14 FT	PER FOOT	\$ 21.00	14	\$ 294.00
DAHOON HOLLY (ILEX CASSINE)					
4	30 GAL, min 8 FT	PER FOOT	\$ 25.00	8	\$ 200.00
5	45 GAL, min 12 FT	PER FOOT	\$ 27.50	12	\$ 330.00
GREEN BUTTONWOOD (CONOCARPUS ERECTUS)					
6	30 GAL, min 8 FT	PER FOOT	\$ 23.00	8	\$ 184.00
7	45 GAL, min 10 FT	PER FOOT	\$ 23.00	10	\$ 230.00
8	60 GAL, min 12 FT	PER FOOT	\$ 25.00	12	\$ 300.00
9	100 Gal OR FG/B&B min 14	PER FOOT	\$ 23.00	14	\$ 322.00
GUMBO LIMBO (BURSERA SIMARUBA)					
10	30 GAL, min 10 FT	PER FOOT	\$ 21.00	10	\$ 210.00
11	45 GAL, min 12 FT	PER FOOT	\$ 23.75	12	\$ 285.00
12	60 Gal min 14 FT	PER FOOT	\$ 26.00	14	\$ 364.00
HONG KONG ORCHID (BAUHINIA BLAKEANA)					
13	30 GAL, min 8 FT	PER FOOT	\$ 28.50	8	\$ 228.00
14	45 GAL, min 12 FT	PER FOOT	\$ 27.00	12	\$ 324.00
15	60 GAL, min 14 FT	PER FOOT	\$ 22.50	14	\$ 315.00
16	100 Gal OR FG/B&B min 16 FT	PER FOOT	\$ 22.00	16	\$ 352.00
JACARANDA (JACARANDA MIMOSIFOLIA)					
17	30 GAL, min 8 FT	PER FOOT	\$ 22.50	8	\$ 180.00
18	60 GAL min 12 FT STD	PER FOOT	\$ 21.00	12	\$ 252.00
LIVE OAK (QUERCUS VIRGINIANA)					
19	30 GAL, min 10 FT	PER FOOT	\$ 23.00	10	\$ 230.00
20	45 GAL, min 12 FT 2.5 IN C	PER FOOT	\$ 29.17	12	\$ 350.00
21	60 Gal min 14 FT 3-4 IN C	PER FOOT	\$ 37.50	14	\$ 525.00
22	100 Gal OR FG/B&B min 16 FT 4 IN C	PER FOOT	\$ 37.00	16	\$ 592.00
23	200 Gal OR FG/B&B min 20 FT 5 IN C	PER FOOT	\$ 40.00	20	\$ 800.00
LAUREL OAK (QUERCUS IAURIFOLIA)					
24	30 GAL, min 10 FT	PER FOOT	\$ 22.50	10	\$ 225.00
25	45 GAL, min 12 FT	PER FOOT	\$ 20.00	12	\$ 240.00
26	60 GAL, min 14 FT	PER FOOT	\$ 26.00	14	\$ 364.00
LOQUAT (ERIBOTRYA JAPONICA)					
27	30 GAL, min 10 FT	PER FOOT	\$ 18.50	10	\$ 185.00
28	60 GAL, min 12 FT	PER FOOT	\$ 28.00	12	\$ 336.00
29	100 GAL OR FG/B&B min 14 FT	PER FOOT	\$ 30.00	14	\$ 420.00
PIGEON PLUM (COCCOLOBA DIVERSIFOLIA)					
30	30 GAL, min 10 FT	PER FOOT	\$ 18.50	10	\$ 185.00

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31	100 GAL OR FG/B&B min 12 FT	PER FOOT	\$ 24.00	12	\$ 288.00
PITCH APPLE (CLUSIA ROSEA)					
32	25 GAL, min 10 FT	PER FOOT	\$ 22.50	10	\$ 225.00
33	100 GAL OR FG/B&B min 10 FT	PER FOOT	\$ 25.00	10	\$ 250.00
QUEEN CRAPE MYRTLE (LAGERSTROMIA SPECIOSA)					
34	30 GAL, min 8 FT	PER FOOT	\$ 29.00	8	\$ 232.00
35	45 GAL, min 10 FT	PER FOOT	\$ 29.00	10	\$ 290.00
36	100 GAL OR FG/B&B min 12 FT	PER FOOT	\$ 22.00	12	\$ 264.00
RED MAPLE (ACER RUBRUM)					
37	30 GAL, min 10 FT	PER FOOT	\$ 21.50	10	\$ 215.00
38	45 GAL, min 12 FT	PER FOOT	\$ 28.75	12	\$ 345.00
39	60 GAL min 14 FT	PER FOOT	\$ 25.00	14	\$ 350.00
SCREW PINE (PANDANUS UTILIS)					
40	10 GAL, 5 FT	PER FOOT	\$ 10.00	5	\$ 50.00
41	30 GAL, 8 FT	PER FOOT	\$ 31.25	8	\$ 250.00
42	45 GAL, MIN 10 FT	PER FOOT	\$ 41.00	10	\$ 410.00
43	100 GAL OR FG/B&B min 14	PER FOOT	\$ 39.00	14	\$ 546.00
SEA GRAPE (COCCOLOBA UVIFERA)					
44	3 GAL BUSH, 2 FT	PER FOOT	\$ 4.00	2	\$ 8.00
45	7 GAL BUSH, 4 FT	PER FOOT	\$ 6.25	4	\$ 25.00
46	15 GAL, 6 FT	PER FOOT	\$ 9.50	6	\$ 57.00
47	30 GAL, MIN 10 FT	PER FOOT	\$ 18.50	10	\$ 185.00
48	45 GAL, min 12 FT	PER FOOT	\$ 22.00	12	\$ 264.00
49	100 GAL OR FG/B&B MIN 14 FT (STANDARD)	PER FOOT	\$ 22.50	14	\$ 315.00
SILVER BUTTONWOOD (CONOCARPUS ERECTUS)					
50	3 GAL BUSH min 20 IN / 2 FT	PER FOOT	\$ 4.00	2	\$ 8.00
51	7 GAL, BUSH min 30 IN / 3 FT	PER FOOT	\$ 8.33	3	\$ 25.00
52	15 GAL, 4-6 FT	PER FOOT	\$ 10.00	6	\$ 60.00
53	45 GAL, min 8 FT	PER FOOT	\$ 28.75	8	\$ 230.00
54	60 GAL, min 10 FT	PER FOOT	\$ 25.00	10	\$ 250.00
55	100 GAL OR FG/B&B min 10 FT	PER FOOT	\$ 25.00	10	\$ 250.00
SLASH PINE (PINUS ELLIOTTI)					
56	30 GAL, min 8 FT	PER FOOT	\$ 21.00	8	\$ 168.00
57	45 GAL, min 10 FT	PER FOOT	\$ 24.00	10	\$ 240.00
58	100 GAL OR FG/B&B min 12 FT	PER FOOT	\$ 22.00	12	\$ 264.00
SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA)					
59	30 GAL, min 8 FT	PER FOOT	\$ 24.38	8	\$ 195.00
60	60 GAL, min 12 FT +	PER FOOT	\$ 41.25	12	\$ 495.00
61	100 GAL OR FG/B&B, min 18 FT +	PER FOOT	\$ 49.00	18	\$ 882.00
62	200 GAL OR FG/B&B min, 20 FT +	PER FOOT	\$ 56.00	20	\$ 1,120.00

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Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
SOUTHERN RED CEDAR (JUNIPERUS SILICICOLA)					
63	30 GAL, min 8 FT	PER FOOT	\$ 27.50	8	\$ 220.00
64	60 GAL, min 10 FT	PER FOOT	\$ 30.50	10	\$ 305.00
65	100 GAL OR FG/B&B min 14 FT +	PER FOOT	\$ 33.00	14	\$ 462.00
SOUTHERN WAX MYRTLE (MYRICA CERIFERA)					
66	30 GAL, min 6 FT	PER FOOT	\$ 23.00	6	\$ 138.00
67	60 GAL, 10 FT	PER FOOT	\$ 28.00	10	\$ 280.00
68	100 GAL OR FG/B&B min 12 FT	PER FOOT	\$ 31.00	12	\$ 372.00
SWEET BAY (MAGNOLIA VIRGINIANA)					
69	30 GAL, min 10 FT	PER FOOT	\$ 18.00	10	\$ 180.00
70	100 GAL OR FG/B&B, min 12 FT	PER FOOT	\$ 26.00	12	\$ 312.00
ORANGE GEIGER (CORDIA SEBESTENA)					
71	30 GAL, min 8 FT	PER FOOT	\$ 25.00	8	\$ 200.00
72	45 GAL, min 10 FT	PER FOOT	\$ 24.00	10	\$ 240.00
73	100 GAL OR FG/B&B min 10 FT	PER FOOT	\$ 24.00	10	\$ 240.00
CRAPE MYRTLE (LAGERSTROMIA "NATCHEZ")					
74	30 GAL, min 8 FT	PER FOOT	\$ 23.13	8	\$ 185.00
75	45 GAL, min 10 FT	PER FOOT	\$ 25.00	10	\$ 250.00
76	60 GAL, min 12 FT	PER FOOT	\$ 24.00	12	\$ 288.00
77	100 GAL OR FG/B&B min 14 FT	PER FOOT	\$ 21.43	14	\$ 300.00
WAX PRIVET (LIGUSTRUM JAPONICUM)					
78	30 GAL, min 6 FT	PER FOOT	\$ 30.50	6	\$ 183.00
79	60 GAL, min 8 FT	PER FOOT	\$ 50.00	8	\$ 400.00
80	100 GAL, OR FG/B&B min 10 FT	PER FOOT	\$ 50.00	10	\$ 500.00
81	PURPLE GLORY (TIBOUCHINA GRANULOSE) 30 GAL min 6 FT	PER FOOT	\$ 37.50	6	\$ 225.00
82	JATROPHA 30 GAL min 6 FT	PER FOOT	\$ 37.50	6	\$ 225.00
CATTLEY GUAVA (PSIDIUM LITTORALE)					
83	30 GAL, min 6 FT	PER FOOT	\$ 30.83	6	\$ 185.00
84	45 GAL, min 8 FT	PER FOOT	\$ 25.00	8	\$ 200.00
85	60 GAL OR FG/B&B min 10 FT	PER FOOT	\$ 28.50	10	\$ 285.00
PALMS					
CABBAGE SABAL PALMETTO					
86	FG/B&B, 8-10 FT	PER FOOT	\$ 22.50	10	\$ 225.00
87	FG/B&B 12-14 FT	PER FOOT	\$ 16.07	14	\$ 225.00
88	FG/B&B 16-18 FT	PER FOOT	\$ 13.00	18	\$ 234.00
89	FG/B&B 20-22 FT	PER FOOT	\$ 12.00	22	\$ 264.00
90	FG/B&B 24 FT +	PER FOOT	\$ 12.00	24	\$ 288.00
CHINESE FAN (LIVINSTONIA CHINENSIS)					
91	FG/B&B, min 8 FT	PER FOOT	\$ 30.00	8	\$ 240.00

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Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
92	FG/B&B, min 10 FT	PER FOOT	\$ 27.00	10	\$ 270.00
93	EUROPEAN FAN (CHAMAEROPS HUMILIS) 30 GAL / min 6 FT	PER FOOT	\$ 49.00	6	\$ 294.00
FLORIDA THATCH (PHOENIX SYLVESTRIS)					
94	FG/B&B, CT min 4 FT	PER FOOT	\$ 81.25	4	\$ 325.00
95	FG/B&B, CT min 6 FT	PER FOOT	\$ 70.83	6	\$ 425.00
96	FG/B&B, CT min 8 FT +	PER FOOT	\$ 85.00	8	\$ 680.00
PAUROTIS (PAUROTIS WRIGHTII)					
97	FG/B&B, min 8 FT	PER FOOT	\$ 37.00	8	\$ 296.00
98	FG/B&B, min 12 FT	PER FOOT	\$ 32.00	12	\$ 384.00
99	FG/B&B, min 14 FT	PER FOOT	\$ 35.00	14	\$ 490.00
100	FG/B&B, min 20 FT+	PER FOOT	\$ 38.00	20	\$ 760.00
PYGMY DATE (PHOENIX ROEBELENI)					
101	SINGLE, 30GAL / 3 FT	PER FOOT	\$ 12.00	3	\$ 36.00
102	SINGLE, 45 GAL / 4 FT	PER FOOT	\$ 12.00	4	\$ 48.00
103	SINGLE, FG/B&B, 4-5 FT	PER FOOT	\$ 18.00	5	\$ 90.00
104	SINGLE, FG/B&B, 6-7 FT	PER FOOT	\$ 21.00	7	\$ 147.00
105	DOUBLE, 25 GAL min 3'	PER FOOT	\$ 22.00	3	\$ 66.00
106	DOUBLE, FG/B&B, 4-5 FT	PER FOOT	\$ 22.00	5	\$ 110.00
107	DOUBLE, FG/B&B, 6-7 FT	PER FOOT	\$ 22.00	7	\$ 154.00
108	TRIPLE, 25 GAL / 3 FT	PER FOOT	\$ 23.00	3	\$ 69.00
109	TRIPLE, FG/B&B, 4-5 FT	PER FOOT	\$ 22.00	5	\$ 110.00
110	TRIPLE, FG/B&B, 6-7 FT	PER FOOT	\$ 23.00	7	\$ 161.00
QUEEN (ARECASTRUM ROMANZOFFIANUM)					
111	FG/B&B, OVERALL (OA) min 10 FT	PER FOOT	\$ 20.00	10	\$ 200.00
112	FG/B&B, OA min 12 FT	PER FOOT	\$ 18.00	12	\$ 216.00
113	FG/B&B, OA min 16 FT	PER FOOT	\$ 16.00	16	\$ 256.00
114	FG/B&B, OA min 20 FT	PER FOOT	\$ 14.00	20	\$ 280.00
RECLINATA DATE (PHOENIX RECLINATA)					
115	25 GAL, 8 FT	PER FOOT	\$ 50.00	8	\$ 400.00
116	FG/B&B, min 8 FT (7 stems min)	PER FOOT	\$ 112.50	8	\$ 900.00
117	FG/B&B, min 10 FT (8 stems min)	PER FOOT	\$ 100.00	10	\$ 1,000.00
118	FG/B&B, min 14 FT (9 stems min)	PER FOOT	\$ 80.00	14	\$ 1,120.00
ROYAL (ROYSTONEA SPP.)					
119	FG/B&B, 7-9 FT GW	PER FOOT	\$ 85.00	9	\$ 765.00
120	FG/B&B, 10 FT+ GW	PER FOOT	\$ 95.00	10	\$ 950.00
SPINDLE (MASCARENA VERSCHAFFETTI)					
121	25 GAL, 6-8 FT	PER FOOT	\$ 20.00	8	\$ 160.00
122	45 GAL, 8 FT	PER FOOT	\$ 28.00	8	\$ 224.00
123	FG/B&B, min 8 FT	PER FOOT	\$ 29.00	8	\$ 232.00
124	FG/B&B, min 10 FT	PER FOOT	\$ 27.00	10	\$ 270.00

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Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
WINDMILL (TRACHYCARPUS FORTUNEI)					
125	30 GAL, 4-5 FT	PER FOOT	\$ 45.00	5	\$ 225.00
126	45 GAL, min 8 FT	PER FOOT	\$ 53.13	8	\$ 425.00
127	FG/B&B, 10 FT OA	PER FOOT	\$ 52.50	10	\$ 525.00
Total for TREES:					\$ 38,766.00
Number of line items bid out of 132:					127

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Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
AFRICAN IRIS (DIETES VEGETA)					
1	1 GAL	EA	\$ 3.50	4,500	\$ 15,750.00
2	3 GAL min 10 IN	EA	\$ 8.00	2,000	\$ 16,000.00
CHINESE FAN (LIVINSTONIA CHINENSIS)					
3	3 Gal min 20 IN	EA	\$ 10.00	25	\$ 250.00
4	7 GAL min 30 IN	EA	\$ 32.00	25	\$ 800.00
5	15 GAL	EA	\$ 60.00	10	\$ 600.00
EUROPEAN FAN (CHAMAEROPS HUMILIS)					
6	3 GAL min 20 IN	EA	\$ 14.00	25	\$ 350.00
7	7 GAL min 30 IN	EA	\$ 55.00	25	\$ 1,375.00
8	30 GAL	EA	\$ 175.00	10	\$ 1,750.00
ALLAMANDA (ALLAMANDA CATHARTICA)					
9	3 GAL 20 IN min	EA	\$ 10.00	100	\$ 1,000.00
10	7 GAL 30 IN min	EA	\$ 40.00	100	\$ 4,000.00
ARBOR-VITAE (PLATYCLADUS ORIENTALIS)					
11	3 GAL 20 IN min	EA	\$ 10.00	20	\$ 200.00
12	7 GAL 30 IN min	EA	\$ 32.00	20	\$ 640.00
AZALEA (RHODENDENDRON SPP.)					
13	3 GAL 14 IN min	EA	\$ 9.00	25	\$ 225.00
14	7 GAL 20 IN min	EA	\$ 30.00	25	\$ 750.00
15	BARBADOS CHERRY (MALPIGHIA GLABRA) 7 GAL 36 IN min	EA	\$ 40.00	100	\$ 4,000.00
BIRD OF PARADISE (STRELITZIA SPP.)					
16	3 GAL 20 IN min	EA	\$ 15.00	25	\$ 375.00
17	7 GAL 30 IN min	EA	\$ 40.00	25	\$ 1,000.00
BLUE PLUMBAGO (PLUMBAGO IMPERIAL BLUE)					
18	3 GAL 20 IN min	EA	\$ 8.00	200	\$ 1,600.00
19	7 GAL 30 IN min	EA	\$ 25.00	50	\$ 1,250.00
BOUGAINVILLEA (BOUGAINVILLEA SPP.)					
20	3 GAL-12 IN min	EA	\$ 11.00	25	\$ 275.00
21	7 GAL 30 IN min	EA	\$ 50.00	25	\$ 1,250.00
22	15 GAL	EA	\$ 90.00	25	\$ 2,250.00
CHALCAS / ORANGE ASMINE/LAKEVIEW (MURRAYA PANICULATA)					
23	3 GAL 20 IN min	EA	\$ 10.00	200	\$ 2,000.00
24	7 GAL 30 IN min	EA	\$ 25.00	150	\$ 3,750.00
STOPPER / CHERRY (EUGENIA SPP.)					
25	3 GAL 20 IN min	EA	\$ 8.00	200	\$ 1,600.00
26	7 GAL 30 IN min	EA	\$ 30.00	200	\$ 6,000.00
COCOPLUM (CHRYSOBALANUS ICACO "RED TIP")					
27	3 GAL 20 IN min	EA	\$ 7.75	2,000	\$ 15,500.00

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Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
28	7 GAL 30 IN min	EA	\$ 19.00	100	\$ 1,900.00
COONTIE (ZAMIA SPP.)					
29	2 GAL 8 IN min	EA	\$ 14.00	100	\$ 1,400.00
30	3 GAL 20 IN min	EA	\$ 22.00	200	\$ 4,400.00
31	7 GAL 30 IN min	EA	\$ 45.00	50	\$ 2,250.00
CRINUM LILY (CRINUM ASIATICUM, TREE CRINUM AND QUEEN EMMA)					
32	7 GAL 30 IN min	EA	\$ 25.00	25	\$ 625.00
33	15 GAL 40 IN min	EA	\$ 45.00	25	\$ 1,125.00
CROTON (CODAEUM VARIEGATUM)					
34	3 GAL 20 IN min	EA	\$ 8.00	50	\$ 400.00
35	7 GAL 30 IN min	EA	\$ 28.00	25	\$ 700.00
DWARF YAUPON (ILEX VOMITORIA 'SCHILLINGS')					
36	3 GAL 8 IN min	EA	\$ 9.00	300	\$ 2,700.00
37	7 GAL 16 IN min	EA	\$ 30.00	150	\$ 4,500.00
FLORIDA PRIVET (FORESTIERA SEGREGATE)					
38	3 GAL 20 IN min	EA	\$ 9.00	25	\$ 225.00
39	7 GAL 30 IN min	EA	\$ 30.00	25	\$ 750.00
GARDENIA (GARDENIA JASMINOIDES)					
40	3 GAL 20 IN min	EA	\$ 14.00	50	\$ 700.00
41	7 GAL 30 IN min	EA	\$ 40.00	25	\$ 1,000.00
THRYALLIS (GALPHEMIA GLAUCA)					
42	3 GAL 20 IN min	EA	\$ 9.00	200	\$ 1,800.00
43	7 GAL 30 IN min	EA	\$ 30.00	100	\$ 3,000.00
HIBISCUS (HIBISCUS ROSA-SINENSIS)					
44	3 GAL 20 IN min	EA	\$ 9.00	200	\$ 1,800.00
45	7 GAL 30 IN min	EA	\$ 30.00	100	\$ 3,000.00
46	15 GAL 4FT min	EA	\$ 70.00	50	\$ 3,500.00
INDIAN HAWTHORN (RHAPHIOLEPIS SPP.)					
47	3 GAL 10 IN min	EA	\$ 7.75	1,000	\$ 7,750.00
48	7 GAL 18 IN min	EA	\$ 30.00	100	\$ 3,000.00
JAPANESE YEW (PODOCARPUS MACROPHYLLA, "MAKI" AND "PRINGLES")					
49	3 GAL 20 IN min	EA	\$ 9.00	250	\$ 2,250.00
50	7 GAL 30 IN min	EA	\$ 22.00	100	\$ 2,200.00
KOPSIA (OCHROSIA ELLIPTICA)					
51	15 GAL 3 FT min	EA	\$ 90.00	25	\$ 2,250.00
52	25 GAL 5 FT min	EA	\$ 150.00	25	\$ 3,750.00
53	LANTANA (LANTANA MONTEVIDENSIS) 1 GAL	EA	\$ 3.50	300	\$ 1,050.00
OLEANDER (NERIUM OLEANDER)					
54	3 GAL 20 IN min	EA	\$ 9.00	200	\$ 1,800.00

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55	7 GAL 30 IN min	EA	\$ 26.00	100	\$ 2,600.00
56	15 GAL 5FT min	EA	\$ 55.00	50	\$ 2,750.00
57	PAMPUS GRASS (CORTADERIA SELLOWIANA) 3 GAL 20 IN min	EA	\$ 8.00	250	\$ 2,000.00
58	PEACE LILY (SPATHYPHYLLUM SPP.) 3 GAL	EA	\$ 14.00	200	\$ 2,800.00
PHILODENDRON (PHILODENDRON SPP. SELLOUM, XANADU)					
59	3 GAL 20 IN min	EA	\$ 11.00	500	\$ 5,500.00
60	7 GAL 30 IN min	EA	\$ 30.00	300	\$ 9,000.00
PINEAPPLE GUAVA (FEIJOA SELLOWIANA)					
61	3 GAL 20 IN min	EA	\$ 9.00	50	\$ 450.00
62	7 GAL 30 IN min	EA	\$ 26.00	25	\$ 650.00
PITTOSPORUM (PITTOSPORUM TOBIRA)					
63	3 GAL 14 IN min	EA	\$ 9.00	300	\$ 2,700.00
64	7 GAL 20 IN min	EA	\$ 24.00	150	\$ 3,600.00
65	POWDER PUFF (CALLIANDRA HAEMATOCEPHALLA) 3 GAL 20 IN min	EA	\$ 9.00	250	\$ 2,250.00
66	FIRE BUSH (HAMELIA PATENS) 3 GAL 20 IN min	EA	\$ 9.00	250	\$ 2,250.00
67	SPIDER LILY (HYMENOCALLIS LATIFOLIA) 3 GAL	EA	\$ 7.75	2,100	\$ 16,275.00
SIMPSON STOPPER (MYRICANTHES FRAGRANS)					
68	3 GAL 20 IN min	EA	\$ 8.00	500	\$ 4,000.00
69	7 GAL 30 IN min	EA	\$ 25.00	100	\$ 2,500.00
WAX PRIVET (LIGUSTRUM JAPONICUM)					
70	3 GAL 20 IN min	EA	\$ 9.00	100	\$ 900.00
71	7 GAL 30 IN min	EA	\$ 35.00	50	\$ 1,750.00
72	WILD LIME (ZANTHOXYLUM FAGARA) 3 GAL 24 IN min	EA	\$ 15.00	25	\$ 375.00
73	VIBURNUM (VIBURNUM SPP.) 3 GAL 20 IN min	EA	\$ 8.50	250	\$ 2,125.00
74	YELLOW ELDER (TECOMA STANS) 3 GAL 20 IN min	EA	\$ 9.00	250	\$ 2,250.00
SAW PALMETTO (SERONA REPENS)					
75	3 GAL 10 IN min	EA	\$ 17.00	300	\$ 5,100.00
76	7 GAL 20 IN min	EA	\$ 40.00	100	\$ 4,000.00
77	FAKAHATCHEE GRASS (TRIPSACUM DACTYLOIDES) 3 GAL 20 IN min	EA	\$ 7.75	300	\$ 2,325.00
78	FL. GAMMA GRASS (TRIPSACUM FLORIDANA) 3 GAL 20 IN min	EA	\$ 7.75	300	\$ 2,325.00

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SOUTHERN WAX MYRTLE MYRICA CERIFERA)					
79	3 GAL, 12-24 IN	EA	\$ 8.00	100	\$ 800.00
80	7 GAL, 3-4 FT	EA	\$ 25.00	200	\$ 5,000.00
81	15 GAL, 5 FT	EA	\$ 55.00	50	\$ 2,750.00
PURPLE GLORY (TIBOUCHINA GRANULOSE)					
82	3 GAL, MIN 10"	EA	\$ 15.00	200	\$ 3,000.00
83	7 GAL, MIN 20"	EA	\$ 45.00	20	\$ 900.00
84	15 GAL, MIN 30"	EA	\$ 80.00	10	\$ 800.00
JATROPHA					
85	7 GAL, MIN 20"	EA	\$ 28.00	50	\$ 1,400.00
86	15 GAL, MIN 30"	EA	\$ 55.00	25	\$ 1,375.00
FLORIDA THATCH (PHOENIX SYLVESTRIS)					
87	3 GAL, MIN 20"	EA	\$ 15.00	10	\$ 150.00
88	7 GAL, MIN 30"	EA	\$ 28.00	10	\$ 280.00
89	ALDER (TURNERA ULMIFOLIA) 3 GAL 20 IN min	EA	\$ 9.00	300	\$ 2,700.00
JUNIPER (JUNIPERUS "PARSONII")					
90	1 GAL	EA	\$ 3.50	200	\$ 700.00
91	3 GAL 18 IN min	EA	\$ 8.00	300	\$ 2,400.00
WAX JASMINE (JASMINUM VOLUBILE)					
92	1 GAL	EA	\$ 3.50	350	\$ 1,225.00
93	3 GAL 18 IN min	EA	\$ 7.75	300	\$ 2,325.00
GROUNDCOVER					
94	CROWN OF THORN (EUPHORBIA MILLI) 2 GAL 8 IN min	EA	\$ 5.00	1,000	\$ 5,000.00
95	SOCIETY GARLIC (TULBABAGHIA VIOLACEA) 1 GAL	EA	\$ 3.00	15,000	\$ 45,000.00
96	LIRIOPE (LIRIOPE MUSCARI) 1 GAL	EA	\$ 3.00	1,500	\$ 4,500.00
PURPLE QUEEN (TRADESCANTIA PURPEA)					
97	4 INCH POT 2 IN min	EA	\$ 2.00	4,500	\$ 9,000.00
98	1 GAL 6 IN min	EA	\$ 2.50	8,000	\$ 20,000.00
Total for SHRUBS AND ORNAMENTALS					\$ 334,145.00
Number of line items bidded out of 98:					98

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

TURF AND MULCH

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
TURF					
1	ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM VAR. 'FLORA') GRADED AND INSTALLED	SF	\$ 0.35	10,000	\$ 3,500.00
2	BAHIA - GRADED AND INSTALLED	SF	\$ 0.26	10,000	\$ 2,600.00
3	CELEBRATION BERMUDA - GRADED AND INSTALLED	SF	\$ 0.55	10,000	\$ 5,500.00
4	LATTITUDE 36 - GRADED AND INSTALLED	SF	\$ 0.55	10,000	\$ 5,500.00
5	REMOVAL AND DISPOSAL OF EXISTING TURF GRASS IN PREPARATION FOR NEW SOD	SF	\$ 0.10	10,000	\$ 1,000.00
MULCH					
6	PINE STRAW INSTALLATION	CY	\$ 30.00	5,000	\$ 150,000.00
7	CYPRESS, SHREDDED; 3" MIN DEPTH	CY	\$ 34.00	5,000	\$ 170,000.00
8	CYPRESS MULCH INSTALLATION OF PREVIOUSLY INSTALLED PLANT MATERIALS	CY	\$ 34.00	5,000	\$ 170,000.00
Total for TURF AND MULCH					\$ 508,100.00
Number of line items bidded out of 8:					8

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

IRRIGATION

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
1	TORO SPRINKLER T5 SERIES (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC. PER DETAIL)	EA	\$ 27.00	30	\$ 810.00
2	TORO SPRINKLER 6" 570 XF SERIES POP UP with precision nozzles(INCLUDES TEE, FUNNY PIPE FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 18.00	30	\$ 540.00
3	TORO SPRINKLER 12" 570 XF SERIES POP UP with precision nozzles INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 22.00	30	\$ 660.00
4	HUNTER I-20 ROTOR SPRINKLER (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 30.00	30	\$ 900.00
5	HUNTER I-40 ROTOR SPRINKLER (INCLUDES TEE, SWING JOINT & FITTINGS, ETC. PER DETAIL)	EA	\$ 95.00	30	\$ 2,850.00
6	HUNTER I-60 ROTOR SPRINKLER (INCLUDES TEE, SWING JOINT & FITTINGS, ETC. PER DETAIL)	EA	\$ 115.00	30	\$ 3,450.00
7	HUNTER SRS 4" POP UP (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 13.00	30	\$ 390.00
8	HUNTER SRS 6" POP UP (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 18.00	30	\$ 540.00
9	HUNTER PGP-ADJ ROTOR (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 24.00	30	\$ 720.00
10	HUNTER PGP-360 ROTOR (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 24.00	30	\$ 720.00
11	HUNTER SRS 12" POP UP (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 20.00	30	\$ 600.00
12	Item Deleted	EA		30	\$ -
13	Item Deleted	EA		30	\$ -
14	Item Deleted	EA		30	\$ -
15	Item Deleted	EA		30	\$ -
16	Item Deleted	EA		30	\$ -
17	Item Deleted	EA		30	\$ -

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

IRRIGATION

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
18	TORO TR70XTP SERIES ADJ. HEAD (INCLUDES TEE, SWING JOINTS & FITTINGS)	EA	\$ 65.00	30	\$ 1,950.00
19	TORO TR70XTP S SERIES ADJ. HEAD (INCLUDES TEE, SWING JOINTS & FITTINGS)	EA	\$ 65.00	30	\$ 1,950.00
20	BUBBLER (INCLUDES TEE, FUNNY PIPE & FUNNY PIPE FITTINGS, ETC.PER DETAIL)	EA	\$ 15.00	30	\$ 450.00
21	F&I 2" DIRECTIONAL BORE	LF	\$ 25.00	500	\$ 12,500.00
22	F&I 4" DIRECTIONAL BORE	LF	\$ 40.00	500	\$ 20,000.00
23	F&I 6" DIRECTIONAL BORE	LF	\$ 50.00	500	\$ 25,000.00
24	F&I 8" DIRECTIONAL BORE	LF	\$ 60.00	500	\$ 30,000.00
25	F&I HOOVER 5 HP MAIN PUMP OR APPROVED EQUAL (INCLUDES CONCRETE PAD, WIRING & INSTALLATION)	LS	\$ 16,500.00	1	\$ 16,500.00
26	F&I HOOVER 10 HP MAIN PUMP OR APPROVED EQUAL (INCLUDES CONCRETE PAD, WIRING & INSTALLATION)	LS	\$ 28,725.00	1	\$ 28,725.00
27	F&I HOOVER 25 HP MAIN PUMP OR APPROVED EQUAL (INCLUDES CONCRETE PAD, WIRING & INSTALLATION)	LS	\$ 35,700.00	1	\$ 35,700.00
28	F&I A HOOVER 5 HP JOCKEY PUMP OR APPROVED EQUAL (INCLUDES CONCRETE PAD, WIRING & INSTALLATION)	LS	\$ 10,575.00	1	\$ 10,575.00
29	F&I 12-STATION TORO SENTINEL VERSION 3 CONTROLLER - PEDESTAL MT SATELITE	LS	\$ 6,750.00	1	\$ 6,750.00
30	F&I 24-STATION TORO SENTINEL VERSION 3 CONTROLLER - PEDESTAL MT SATELITE	LS	\$ 7,475.00	1	\$ 7,475.00
31	F&I 36-STATION TORO SENTINEL VERSION 3 CONTROLLER - PEDESTAL MT SATELITE	LS	\$ 8,200.00	1	\$ 8,200.00
32	F&I 48-STATION TORO SENTINEL VERSION 3 CONTROLLER - PEDESTAL MT SATELITE	LS	\$ 8,900.00	1	\$ 8,900.00
33	F&I 1" MAIN LINE SCH. 40 W/ DETECTION TAPE (24"-36" TYP)	LF	\$ 3.00	1,000	\$ 3,000.00

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

IRRIGATION

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
34	F&I 2" MAIN LINE SCH. 40 (24"-36" TYP)	LF	\$ 4.00	1,000	\$ 4,000.00
35	F&I 2 1/2" MAIN LINE SCH 40 W/ DETECTION TAPE (24"-36" TYP)	LF	\$ 4.50	1,000	\$ 4,500.00
36	F&I 3" MAIN LINE SCH. 40 (24"-36" TYP)	LF	\$ 5.00	1,000	\$ 5,000.00
37	F&I 4" MAIN LINE SCH. 40 (24"-36" TYP)	LF	\$ 6.50	1,000	\$ 6,500.00
38	F&I 6" MAIN LINE SCH. 40 (24"-36" TYP)	LF	\$ 10.00	1,000	\$ 10,000.00
39	F&I 8" MAIN LINE SCH. 40 (30"-36" TYP)	LF	\$ 12.00	1,000	\$ 12,000.00
40	F&I 10" MAIN LINE SCH. 40 (30"-36" TYP)	LF	\$ 14.00	1,500	\$ 21,000.00
41	F&I 2 1/2" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 5.00	1,000	\$ 5,000.00
42	F&I 3" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 5.50	1,000	\$ 5,500.00
43	F&I 4" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 7.00	1,000	\$ 7,000.00
44	F&I 6" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 11.00	1,000	\$ 11,000.00
45	F&I 8" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 15.00	1,000	\$ 15,000.00
46	F&I 10" CLASS 200 O-RING MAIN LINE (30"-36" TYP)	LF	\$ 18.50	500	\$ 9,250.00
47	F&I 1/2" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 1.50	1,000	\$ 1,500.00
48	F&I 3/4" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 1.50	1,000	\$ 1,500.00
49	F&I 1" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 1.50	1,000	\$ 1,500.00
50	F&I 1-1/2" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 2.00	1,000	\$ 2,000.00
51	F&I 2" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 2.50	1,000	\$ 2,500.00
52	F&I 2 1/2" LATERAL LINE SCH. 160 (8"-12" TYP)	LF	\$ 2.50	1,000	\$ 2,500.00
53	F&I 14 GAGE IRRIGATION WIRES (8"-12" TYP)	LF	\$ 1.50	1,000	\$ 1,500.00
54	F&I 12 GAGE IRRIGATION WIRES (8"-12" TYP)	LF	\$ 1.60	1,000	\$ 1,600.00
55	F&I 10 GAGE BARE IRRIGATION WIRES (8"-12" TYP)	LF	\$ 1.60	1,000	\$ 1,600.00
56	F&I 10 GAGE BARE IRRIGATION WIRES (W/ PIPE SLEEVES)	LF	\$ 1.50	500	\$ 750.00
57	F&I 14 GAGE IRRIGATION WIRES (W/ MAIN OR LATERAL LINE TYP)	LF	\$ 0.30	500	\$ 150.00

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

IRRIGATION

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
58	F&I 12 GAGE IRRIGATION WIRES (W/ MAIN OR LATERAL LINE TYP)	LF	\$ 0.40	500	\$ 200.00
59	F&I 1" ELECTRIC VALVE- TORO P220 PRESSURE REGULAITNG	EA	\$ 175.00	5	\$ 875.00
60	F&I 1 1/2" ELECTRIC VALVE- TORO P220 PRESSURE REGULAITNG	EA	\$ 200.00	5	\$ 1,000.00
61	F&I 2" ELECTRIC VALVE- TORO P220 PRESSURE REGULAITNG	EA	\$ 250.00	5	\$ 1,250.00
62	F&I 2 1/2" ELECTRIC VALVE- TORO P220 PRESSURE REGULAITNG	EA	\$ 200.00	5	\$ 1,000.00
63	F&I 3" ELECTRIC VALVE- TORO P220 PRESSURE REGULAITNG	EA	\$ 300.00	5	\$ 1,500.00
64	F&I 1" ELECTRIC VALVE- HUNTER PRESSURE REGULAITNG	EA	\$ 175.00	5	\$ 875.00
65	F&I 1 1/2" ELECTRIC VALVE- HUNTER PRESSURE REGULAITNG	EA	\$ 200.00	5	\$ 1,000.00
66	F&I 2" ELECTRIC VALVE- HUNTER PRESSURE REGULAITNG	EA	\$ 250.00	5	\$ 1,250.00
67	F&I 2 1/2" ELECTRIC VALVE- HUNTER PRESSURE REGULAITNG	EA	\$ 200.00	5	\$ 1,000.00
68	F&I 3" ELECTRIC VALVE- HUNTER PRESSURE REGULAITNG	EA	\$ 300.00	5	\$ 1,500.00
69	F&I HUNTER RAIN SENSOR OR APPROVED EQUAL	EA	\$ 125.00	5	\$ 625.00
70	F&I IRRITROL WIRELESS REMOTE RAIN SENSOR OR APPROVED EQUAL	EA	\$ 125.00	5	\$ 625.00
71	F&I TORO 470 QUICK COUPLER VALVES OR APPROVED EQUAL	EA	\$ 150.00	10	\$ 1,500.00
72	F&I 1" GATE VALVE – BRONZE BODY	EA	\$ 25.00	10	\$ 250.00
73	F&I 2" GATE VALVE – BRONZE BODY	EA	\$ 40.00	10	\$ 400.00
74	F&I 3" GATE VALVE – BRONZE BODY	EA	\$ 125.00	10	\$ 1,250.00
75	F&I 4" GATE VALVE – BRONZE BODY	EA	\$ 200.00	10	\$ 2,000.00
76	F&I 6" GATE VALVE – BRONZE BODY	EA	\$ 500.00	10	\$ 5,000.00
77	F&I 2" BACKFLOW	LS	\$ 600.00	1	\$ 600.00
78	F&I 2" TAP	LS	\$ 1,000.00	1	\$ 1,000.00
79	F&I 1" BACKFLOW	LS	\$ 400.00	1	\$ 400.00
80	F&I 1" TAP	LS	\$ 900.00	1	\$ 900.00
81	F&I SURFACE WATER INTAKE SCREEN/FILTER	LS	\$ 400.00	3	\$ 1,200.00
82	F&I SELF CLEANING SURFACE WATER INTAKE SCREEN/FILTER	LS	\$ 2,000.00	3	\$ 6,000.00
83	F&I 2" ELECTRICAL CONDUIT SCH 40 PVC/UL (24" – 30" TYP)	LF	\$ 2.25	1,000	\$ 2,250.00

City of Palm Beach Gardens
ITB# 2016-063PS Landscape and Irrigation Products and Services

IRRIGATION

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
84	INSTALL 1" ELECTRICAL CONDUIT PVC/UL (24" – 30" TYP)	LF	\$ 2.00	1,000	\$ 2,000.00
85	F&I 1" ELECTRICAL CONDUIT SCH 40 PVC/UL (24" – 30" TYP)	LF	\$ 2.00	1,000	\$ 2,000.00
86	INSTALL 2" ELECTRICAL CONDUIT PVC/UL (24" – 30" TYP)	LF	\$ 2.50	1,000	\$ 2,500.00
87	F&I 3" ELECTRICAL CONDUIT SCH 40 PVC/UL (24" – 30" TYP)	LF	\$ 4.50	1,000	\$ 4,500.00
88	INSTALL 3" ELECTRICAL CONDUIT PVC/UL (24" – 30" TYP)	LF	\$ 3.50	1,000	\$ 3,500.00
89	F&I 4" ELECTRICAL CONDUIT SCH 40 PVC/UL (24" – 30" TYP)	LF	\$ 5.50	1,000	\$ 5,500.00
90	INSTALL 4" ELECTRICAL CONDUIT PVC/UL (24" – 30" TYP)	LF	\$ 4.25	1,000	\$ 4,250.00
91	F&I 6 "ROUND BOXES (GREEN TYP)	EA	\$ 10.00	10	\$ 100.00
92	F&I 8 " ROUND BOXES (GREEN TYP)	EA	\$ 15.00	10	\$ 150.00
93	F&I 10"ROUND BOXES (GREEN TYP)	EA	\$ 20.00	10	\$ 200.00
94	F&I 20"X17" RECTANGULAR BOX (GREEN TYP)	EA	\$ 40.00	10	\$ 400.00
95	F&I 18"X24" RECTANGULAR BOX (GREEN TYP)	EA	\$ 40.00	10	\$ 400.00
96	F&I 6 "ROUND BOXES (PURPLE LID)	EA	\$ 10.50	10	\$ 105.00
97	F&I 8 " ROUND BOXES (PURPLE LID)	EA	\$ 16.00	10	\$ 160.00
98	F&I 10"ROUND BOXES (PURPLE LID)	EA	\$ 23.00	10	\$ 230.00
99	F&I 20"X17" RECTANGULAR BOX (PURPLE LID)	EA	\$ 45.00	10	\$ 450.00
100	F&I 18"X24" RECTANGULAR BOX (PURPLE LID)	EA	\$ 45.00	10	\$ 450.00
101	HAND DIG TRENCH 8"MIN. TO 12" MAX.	LF	\$ 4.00	1,500	\$ 6,000.00
102	HAND DIG TRENCH 24"MIN. TO 30" MAX.	LF	\$ 6.00	1,500	\$ 9,000.00
Total for IRRIGATION					\$ 440,050.00
Number of line items bidded out of 102:					96

City of Palm Beach Gardens
ITB# 2016-63PS Landscape and Irrigation Products and Services

GENERAL

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
1	F& I TOP SOIL (1/3 APPROV. SOIL, 1/3 FLORIDA PEAT, 1/3 CLEAN D.O.T SAND)	CY	\$ 32.00	100	\$ 3,200.00
2	STANDING & TREE STAKING INCLUDES 2X4, STRAPPING AND NECESSARY TREE WRAPING TO PROTECT TREE. 3 STAKES TYP). TO BE USE ONLY ON EXISTING TREES (15' TO 30' TYP)	PER TREE	\$ 55.00	50	\$ 2,750.00
3	SKID LOADER W/ BUSH HOG OR BUCKET ATTACHMENT (INCLUDES OPERATOR)	HR	\$ 65.00	40	\$ 2,600.00
4	FINISH GRADING	SF	\$ 0.08	5,000	\$ 400.00
5	REMOVAL OF MATERIAL (SOIL, ASPHALT, CONCRETE, ROCK, OTHERS)	CY	\$ 20.00	500	\$ 10,000.00
6	HAUL AND DISPOSE OF MATERIALS (SOIL, ASPHALT, CONCRETE, ROCK, OTHERS)	CY	\$ 20.00	500	\$ 10,000.00
Total for GENERAL					\$ 28,950.00
Number of line items bid out of 6:					6

	NUMBER OF DAYS AFTER NOTIFICATION BY CITY THAT SERVICE WILL BE PROVIDED WITHIN		N/A	N/A	N/A
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City of Palm Beach Gardens
ITB# 2016-063PS Landscapae and Irrigation Products and Services

SUMMARY			
TOTAL FOR TREES	\$ 38,766.00	TOTAL LINE ITEMS BID	127
TOTAL FOR SHRUBS AND ORNAMENTALS	\$ 334,145.00	TOTAL LINE ITEMS BID	98
TOTAL FOR TURF AND MULCH	\$ 508,100.00	TOTAL LINE ITEMS BID	8
TOTAL FOR IRRIGATION	\$ 440,050.00	TOTAL LINE ITEMS BID	96
TOTAL FOR GENERAL	\$ 28,950.00	TOTAL LINE ITEMS BID	6
GRAND TOTAL	\$ 1,350,011.00	GRAND TOTAL	335



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CERTIFIED LANDSCAPE & LICENSED IRRIGATION CONTRACTOR ~ Specializing in landscape, irrigation, maintenance, relocations & emergency services

March 24, 2020

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Palm Beach Gardens "piggy back" contract

Dear Sir/Madam

Please allow this letter to serve as our authorization for the Village of Palm Springs to piggy back on the Agreement for Landscape and Irrigation Products and Services between the City of Palm Beach Gardens and Landscape Service Professionals, Inc. ("LSP"). LSP will honor the terms and conditions of this Agreement with the Village of Palm Springs.

If you have any questions, please do not hesitate to contact me. We look forward to working with the Village.

Very truly yours,

Karmen Burn
Vice President





The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB NO.: ITB2016-063PS

TITLE: LANDSCAPE AND IRRIGATION PRODUCTS AND SERVICES

DUE DATE AND TIME: FRIDAY, JULY 29, 2016 @ 3:00PM

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope**: the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Palm Beach Gardens utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: **a) Public Purchase** - Please contact Public Purchase at support@publicpurchase.com; www.publicpurchase.com; or call 801-932-7000 for additional information on registration; **b) DemandStar** - Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712; **c) The City's Awarded Bidder(s) List** - The City emails all advertised Solicitations to awarded Bidder(s) which have joined the City's Awarded Bidder(s) List. To join the City's Awarded Bidder(s) List, please visit the City's Purchasing webpage at www.pbgfl.com/purchasing and click on the "Join Awarded Bidder(s) List" link. Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City will not evaluate incomplete Bid packages. DemandStar and Public Purchase are independent entities and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department for the Purchasing and Contracts Director at kmra@pbgfl.com. To allow enough time for the City to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Due Date for Bids.



**The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410**

LEGAL ADVERTISEMENT

INVITATION TO BID NO. ITB2016-063PS

LANDSCAPE AND IRRIGATION PRODUCTS AND SERVICES

The City of Palm Beach Gardens is seeking Bids from qualified firms to provide landscape and irrigation products and services, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning Monday, June 27, 2016, at 8:00 a.m. local time on the City of Palm Beach Gardens website at www.pbgfl.com and following the link to the Purchasing webpage, or by contacting the City Clerk's Office at (561) 799-4121.

Sealed Bid packages must be clearly marked "ITB2016-063PS, Landscape and Irrigation Products and Services" and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of Bids is Friday, July 29, 2016, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

Late Bids will not be accepted and will be returned to the sender unopened.

The City will hold a Pre-Bid Conference on Wednesday, July 6, 2016, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m. Attendance is recommended, but not mandatory.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email or fax to Km! Ra, Purchasing and Contracts Director, kmra@pbgfl.com or (561) 799-4134.

The City of Palm Beach Gardens is exempt from Federal and State Taxes for tangible personal property tax.

The City of Palm Beach Gardens reserves the right to accept or reject any or all Bid submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, June 26, 2016

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SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a. *Bid: any offer(s) submitted in response to an Invitation to Bid.*
- b. *Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- c. *Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.*
- d. *Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.*
- e. *City: shall refer to the City of Palm Beach Gardens, Florida.*
- f. *Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.*
- g. *Contractor: successful Bidder or Bidder who is awarded a contract to provide goods or services to the City.*
- h. *Invitation to Bid: formal request for Bids from qualified Bidders.*
- i. *Purchasing Department: the Purchasing Department of the City of Palm Beach Gardens, Florida.*
- j. *Responsible Bidder: a Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.*
- k. *Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.*

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Palm Beach Gardens, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

1.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or

explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the awarded Bidder(s)'s responsibility to ensure receipt of all addenda, and any accompanying documentation. The awarded Bidder(s) is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the City of Palm Beach Gardens that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from

the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

1.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION

The City of Palm Beach Gardens reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

1.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any

and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing and Contracts Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

1.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine

the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.18 BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

1.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

1.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind

1.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or

or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The awarded Bidder(s) will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

1.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

1.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the awarded Bidder(s) on probation in

- 1.34 **PROPRIETARY AND/OR CONFIDENTIAL INFORMATION**
Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.
- 1.35 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
Any person or entity that performs or assists the City of Palm Beach Gardens with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:
- a. Use of information only for performing services required by the contract or as required by law;
 - b. Use of appropriate safeguards to prevent non-permitted disclosures;
 - c. Reporting to the City of Palm Beach Gardens any non-permitted use or disclosure;
 - d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
 - e. Making Protected Health Information (PHI) available to the customer;
 - f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
 - g. Making PHI available to the City of Palm Beach Gardens for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Palm Beach Gardens for compliance audits.
- PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.
- 1.36 **ADDITIONAL FEES AND SURCHARGES**
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.
- 1.37 **COMPLIANCE WITH FEDERAL STANDARDS**
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
- 1.38 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.
- 1.39 **BINDING EFFECT**
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- 1.40 **SEVERABILITY**
The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.
- 1.41 **GOVERNING LAW AND VENUE**
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives

- whatever its respective rights may have been in the selection of venue.
- 1.42 **ATTORNEY'S FEES**
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 1.43 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**
The City of Palm Beach Gardens complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.
- During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.
- The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and awarded Bidder(s) in connection with this Contract.
- 1.44 **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.
- 1.45 **CRIMINAL HISTORY BACKGROUND CHECKS**
Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.
- 1.46 **LABOR, MATERIALS, AND EQUIPMENT**
Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.
- 1.47 **MINIMUM WAGE REQUIREMENTS**
The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.
- 1.48 **PACKING SLIP AND DELIVERY TICKET**
A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.
- 1.49 **PURCHASE OF OTHER ITEMS**
The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract awarded Bidder(s), or a non-contract awarded Bidder(s).
- 1.50 **PUBLIC RECORDS**
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall

constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

incurred by the City as a result of having to secure the services of another awarded Bidder(s).

1.51 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

1.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

1.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted awarded Bidder(s) list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

1.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

1.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

1.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

1.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another awarded Bidder(s) to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were

1.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and

emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

1.61 TAXES

The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

1.62 BIDDER'S COSTS

The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

1.64 FORCE MAJEURE

The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Palm Beach Gardens.

1.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as awarded Bidder(s) pools, awarding awarded Bidder(s) in prequalified pools of awarded Bidder(s), either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new awarded Bidder(s) to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a awarded Bidder(s) must meet the same eligibility requirements established in the original Invitation to Bid.

1.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a Contract for the purchase of landscape and irrigation products and services, on an as-needed basis, for various City locations, for the City of Palm Beach Gardens, Florida. The City intends to contract with a suitably qualified and experienced Bidder who can provide best-in-industry products and services in a safe and sustainable manner.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

The City will hold a Pre-Bid Conference on Wednesday, July 6, 2016, 2016 starting promptly at 10:00AM at City Hall, 10500 N Military Trail, Palm Beach Gardens. Potential Bidders should bring a copy of this Solicitation with them to the Pre-Bid Conference. Bidders will be allowed to ask questions and obtain information on important aspects of this Solicitation.

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Solicitation package. The failure or neglect of the Bidder to examine the Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

2.4 TERM OF CONTRACT: FIVE (5) YEARS

The Contract shall commence on the date of the duly executed Agreement, and shall remain in effect for five (5) years, contingent upon the completion and submittal of all required Bid documents.

2.5 OPTIONS TO RENEW

Intentionally Omitted

2.6 MULTIPLE VENDORS BY GROUP IN THE AGGREGATE

The City will make contract award(s) to the two (2) lowest priced responsive, responsible Bidders on a group-by-group in the aggregate basis.

While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder per Group as the primary awarded Bidder for that Group, and will award this contract to the designated second lowest Bidder as the secondary awarded Bidder respectively. The primary awarded Bidder shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary awarded Bidder fails to perform it may be terminated for default

and the City shall have the option to seek the identified goods or services from the secondary awarded Bidder. The City may also make award to the third lowest Bidder as the tertiary awarded Bidder.

Award to multiple Bidders is made for the convenience of the City and does not exempt the primary awarded Bidder or any other awarded Bidder from fulfilling its contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Bidder being deemed in breach of contract. The City may terminate the contract for default and charge the awarded Bidder re-procurement costs, if applicable.

The Groups are designated as follows:

Group A - Trees

Group B - Shrubs and Ornamentals

Group C – Turf and Mulch

Group D - Irrigation

Group E - General

2.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a Contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX

Prior to, or upon completion, of the first year of the Contract term, and every 12-month anniversary thereafter, the City may consider an adjustment to prices based on the most recent annual change in the following pricing index:

Consumer Price Index, All Goods and Services, All Items, Miami-Fort Lauderdale Area.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the new contract year, the awarded Bidder's request for adjustment should be submitted at least thirty (30) days prior to expiration of the current contract year. The adjustment requested shall not be in excess of the relevant pricing index change. If a timely adjustment request is not received from the awarded Bidder, the City may continue the Contract for another year without any pricing adjustment. Any adjustment request received after the commencement of a new contract year will not be considered.

The City reserves the right to negotiate lower pricing for each new contract year based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the new contract year, based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments requested by the awarded Bidder.

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

To coordinate site visitation and equipment inspections please contact the City's representative Matthew Eggerman at 561.804.7035.

2.10 EQUAL PRODUCTS MAY BE CONSIDERED

The manufacturer's name, brand name and/or model number information contained in this Solicitation are being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material and quality.

This specific Solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- a. Product Information Sheets
- b. Product Samples Upon Specific Request

If an "equal" product is to be considered by the City, the item shall be equal in quality and standards of performance to the item specified in the Solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, a copy of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this Solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter, on corporate letterhead, as part of their initial offer, the differences between the item it is offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this Solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the Solicitation specifications.

If samples of all "or equal" items Bid are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final. Items labeled "No Substitute" in the Solicitation are the only products that will be accepted under this Solicitation.

2.11 LIQUIDATED DAMAGES
Intentionally Omitted

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change.

The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

iii. AUTOMOBILE LIABILITY

Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Palm Beach Gardens as an additional insured.

2.13 BID BOND/GUARANTY
Intentionally Omitted

2.14 PERFORMANCE BOND
Intentionally Omitted

2.15 CERTIFICATIONS

Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, be properly licensed and certified by the applicable State or County authority qualifying the Bidder to provide the products and/or perform the services described in this Solicitation. The Bidder shall include a valid copy of all applicable licenses and certifications with its Bid Submittal.

If work for other trades is required in conjunction with this Solicitation and will be performed by a subcontractor(s), the applicable license or certification issued to the subcontractor(s) shall be submitted with the prime Bidder's offer; provided, however, the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the Bid evaluation period.

2.16 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The awarded Bidder shall submit an invoice to the City after the service has been provided or the purchase has been completed, whether the specific item(s) were picked up by authorized City personnel or delivered to the site by the awarded Bidder. The date of the invoices shall not exceed thirty (30) calendar days from the delivery of the items or the performance of work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the items or work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, reference (or include a copy of) the corresponding delivery ticket number or packing slip number, description of the goods or service, the contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 WARRANTY SHALL BE ONE (1) YEAR FROM DATE OF ACCEPTANCE

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year(s) from the date of acceptance of the labor, materials and/or equipment by the City.

This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL FACILITIES

Although this Solicitation and resultant Contract may identify specific facilities or locations, it is hereby agreed and understood that any City department or agency facility/location may be added to this Contract at the option of the City, for similar products or services.

The awarded Bidder shall be invited to submit price quotes for these additional facilities or location. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order.

The City may determine to obtain price quotes for the additional facilities from non-contract awarded Bidder(s) in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the City's discretion.

2.20 CATALOGS AND PRICE LISTS

Intentionally Omitted

2.21 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

2.22 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.23 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

2.24 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.25 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device,

or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.26 PRE-CONSTRUCTION CONFERENCE
Intentionally Omitted

2.27 RELEASE OF CLAIM REQUIRED
Intentionally Omitted

2.28 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED
As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any and all sub-Contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

2.29 OTHER FORMS OR DOCUMENTS
If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.30 BIDDER CONDUCT
The awarded Bidder shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

2.31 PROTECTION
The awarded Bidder shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the awarded Bidder's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

2.32 DAMAGE AND INJURY
The awarded Bidder is responsible for any damage by the company during the course of performing any work under this Contract at any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the City. The Bidder shall, at its own expense, replace any materials damaged to an extent that it cannot be restored to the original condition. The awarded Bidder shall be responsible and liable for injury to any life or property during the course of performing the services.

2.33 LEGAL AND PROPER APPLICATION OF PRODUCT

The awarded Bidder shall be solely and completely responsible for fully complying with all applicable federal, state and local laws and regulations. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

2.34 SAFETY AND PROTECTION

The awarded Bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The awarded Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. The awarded Bidder shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the awarded Bidder.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the services by the City.

SECTION 3

SCOPES OF WORK AND TECHNICAL SPECIFICATIONS

3.1 PROJECT LOCATION

Project locations will vary within the city limits of the City of Palm Beach Gardens, Florida.

3.2 GENERAL SCOPE

The Work to be performed by the awarded Bidder(s) shall be on an as-needed basis. Awarded Bidder(s) shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, install, complete, deliver, and place in operation the subject Project as outlined in a City-issued Purchase Order. All Work shall be performed in accordance with these specifications.

3.3 MAINTENANCE OF TRAFFIC

In the awarded Bidder(s)'s use of streets and highways for the work to be done under these specifications, all such work must conform to all Municipal, County, State, and Federal laws and regulations, as applicable. Provide, erect, and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions, which encroach on or are adjacent to the public rights-of-way, should be provided with lights, which are illuminated at all times between sunset and sunrise.

The awarded Bidder(s) shall arrange Work to cause minimum disturbance of normal pedestrian and vehicular traffic and provide suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the awarded Bidder(s) must contact the City for approval prior to completely blocking off any street to vehicular traffic during construction.

Maintenance of Traffic shall be in accordance with the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, the Standard specifications for Road and Bridge Construction, and the Manuals on Uniform Traffic Control Devices, as a minimum criterion, except as follows:

Awarded Bidder(s) is responsible for preparing Maintenance of Traffic plan. Submit plan for City or roadway authority (County, FDOT, etc.) review, only if requested to do so by the City. When required by the roadway authority, the Maintenance of Traffic plan must be prepared by a person who is certified by the State of Florida to prepare such a plan.

When the Pricing Schedule does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Schedule, and no separate payment will be made therefor.

3.4 PLACING EQUIPMENT INTO SERVICE

The awarded Bidder(s) shall not operate or place into service or energize electrical and mechanical equipment until approved by the City. Such approval may be granted only after all interested parties have been duly notified, have given approval for placing the equipment into service, and all interested parties are present or waived their right to be present. Awarded Bidder(s) shall

notify the City as early as possible of the dates that various items and equipment will be ready for start-up.

3.5 SALVAGEABLE MATERIAL

All salvageable material and/or equipment removed from an existing site for which specific use, relocation, or other disposal is not specifically noted on the drawings or otherwise specified, shall remain the property of the City, and be turned over to an authorized City representative. All material and/or equipment not in salvageable condition as determined by the City shall be disposed of by the awarded Bidder(s). The actual storage site for salvageable material will be designated by the City.

3.6 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED CITY

Boring Logs, other reports, and drawings utilized by City, if provided at any time, are for awarded Bidder(s)'s information, and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports, or drawings that should be relied on by the awarded Bidder(s). There are no other reports or drawings used in preparation of the Contract Documents that contain data that could be relied on by the awarded Bidder(s).

3.7 DISPOSAL OF EXCAVATED MATERIALS AND DEBRIS

All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs, and other concrete items, together with all roots, boards, and other debris are to be disposed of by the awarded Bidder(s) at an appropriate legal site within 24 hours.

3.8 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

The awarded Bidder(s) shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the awarded Bidder(s) and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced, and replaced at the awarded Bidder(s)'s expense with permanent monuments approved by the City.

3.9 EQUIPMENT

All construction equipment necessary and required for the proper construction of any project shall be on the construction site, in first-class working condition, and shall have been approved by the City before construction is permitted to start. The awarded Bidder(s) shall provide such tamping tools and equipment as are necessary for the proper compaction of backfill.

3.10 MEASUREMENT AND PAYMENT

Payment shall be made at the Contract Unit Price or Lump Sum Prices as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated and/or shown, by the Plans and specifications. The cost of any item(s) of work, which is not by a definite Contract Unit Price or Lump Sum Price, shall be included in the Contract Unit Price or Lump Sum Price to which the item(s) is most applicable.

SUB-SECTION A – SUMMARY OF WORK

3.11 WORK COVERED BY CONTRACT DOCUMENTS

Projects will consist of various landscaping and irrigation services located throughout the City of Palm Beach Gardens. The Work will include, but not be limited to, the following:

- Clearing and grubbing;
- Installation or modifications to irrigation systems including pump station installation;
- Installation of trees, palms, shrubs, groundcover, and sod; and
- Maintenance of Traffic.

3.12 USE OF PREMISES

The awarded Bidder(s) shall limit its use of the premises for work and storage of material required for the Work. The awarded Bidder(s) shall assume full responsibility for the protection and safekeeping of material, under this contract, stored on the site.

The awarded Bidder(s) shall be aware that the job site is not secure, and may be subject to pedestrian and vehicular traffic at times of the day and night. It shall be the responsibility of the awarded Bidder(s) to secure the job site at all times, during and after construction, to protect the general public from harm and remove from the job site and properly dispose of all residues at the end of each and every work day.

No unsecured materials or equipment are to be on site at night or over a weekend, unless arrangements have been made with and prior approval obtained from appropriate City personnel in writing.

No equipment shall be stored in the roadway corridor or on site.

Materials may be stored on site but are the full responsibility of the awarded Bidder(s). The City takes no responsibility for damaged or stolen material, or material rendered unusable that is left at the site.

Any materials or equipment left on site overnight shall be secured by the awarded Bidder(s), who is fully and totally responsible for security.

Any material left on site overnight shall be properly marked and identified in order to ensure public safety.

SUB-SECTION B - MEASUREMENT AND PAYMENT

This section includes measurement and payment criteria applicable to the work performed under a Unit Price payment method.

3.13 AUTHORITY

The City's representative will take all measurements and compute quantities unless otherwise noted herein. The awarded Bidder(s) shall assist the City's representative by providing necessary equipment, workers, and survey personnel, as required.

3.14 UNIT QUANTITIES SPECIFIED

Quantities and measurements indicated in the Pricing Schedule are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the City's representative will determine payment. Waste will not be included in the measurements or quantities.

3.15 VOLUME MEASUREMENT

Volume measurements shall be by cubic dimensions using mean length, width, and height or thickness. For excavation of lakes, canals, ditches, etc., material shall be measured in its original position by a Professional Land Surveyor who is licensed in the State of Florida. The Surveyor shall be retained by the awarded Bidder(s). Quantities shall be based on before and after cross sections determined by the Surveyor. Payment will not be made for excavation beyond the lines shown on the drawings.

3.16 AREA MEASUREMENT

Area measurements shall be by square dimension using mean length and width or radius.

3.17 LINEAR MEASUREMENT

Linear measurements shall be by linear dimension, at the item centerline or mean chord. For pipelines, the length shall be measured from center of structure or fitting to center of structure or fitting.

3.18 PAYMENT

Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application, or installation of an item of the Work; overhead and profit.

Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the City's representative multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

Payment for lump sum items will be made on the basis of percentage completed as approved by the City.

SUB-SECTION C – PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

3.19 GENERAL

The awarded Bidder(s) shall protect all existing utilities and improvements not designated for removal and shall restore damage of temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

The awarded Bidder(s) shall verify the exact locations and depths of all utilities, and the awarded Bidder(s) shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable, and, in any event, a sufficient amount of time in advance of construction to avoid possible delays to the awarded

Bidder(s)'s work. When such exploratory excavations show the utility location as shown to be in error, the awarded Bidder(s) shall immediately notify the City's representative.

The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

3.20 RIGHTS-OF-WAY

The awarded Bidder(s) shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the awarded Bidder(s) enter upon the rights-of-way involved until notified by the City's representative that the City has secured authority therefore from the proper party. After authority has been obtained, the awarded Bidder(s) shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same.

3.21 PROTECTION OF STREET OR ROADWAY MARKERS

The awarded Bidder(s) shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the awarded Bidder(s) shall be accurately restored after all streets or roadway resurfacing has been completed.

3.22 EXISTING UTILITIES AND IMPROVEMENTS

General: The awarded Bidder(s) shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the awarded Bidder(s)'s responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The awarded Bidder(s) shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted services and to provide such special protection as may be necessary.

Utilities to be moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the awarded Bidder(s), be notified by the City to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the awarded Bidder(s) shall notify the City in advance for the necessary measures to be taken to prevent interruption of service.

Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, the awarded Bidder(s) shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the City. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the awarded Bidder(s) in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations, and to as good or better condition than found prior to removal.

City's Right of Access: The right is reserved to the City, public utilities, and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the awarded Bidder(s) prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling, and, if damaged, shall be immediately repaired or replaced by the awarded Bidder(s).

Underground Utilities Not Indicated: In the event that the awarded Bidder(s) damages any existing utility lines that are not indicated or the locations of which are not made known to the awarded Bidder(s) prior to excavation, a written report thereof shall be made immediately to the City. If directed by the City's representative, repairs shall be made by the awarded Bidder(s).

All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work.

Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the City and/or utility before being concealed by backfill or other work.

Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the City are made with the City of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The awarded Bidder(s) shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

Existing Water Services: Awarded Bidder(s) shall protect and provide temporary support for existing water services. Any water service damaged by the awarded Bidder(s) shall be replaced, at the awarded Bidder(s)'s expense, with a new water service, complete with new water main tap.

3.23 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

General: The awarded Bidder(s) shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street right-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the City. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Awarded Bidder(s) or a certified tree company under permit from the City. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

Trimming: Symmetry of the tree shall be preserved; no stubs, splits, or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees.

Replacement: The awarded Bidder(s) shall immediately notify the City if any tree is damaged by his/her operations. If, in the opinion of the City, the damage is such that replacement is necessary, the awarded Bidder(s) shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged. The size of the replacement tree shall not be less than one inch (1") diameter nor less than six feet (6') in height.

Excavation of plant pits within five feet (5') of utilities shall be performed by hand.

3.24 STRUCTURES AND IMPROVEMENTS ON PRIVATE PROPERTY

If, at any time, the City's representative believes the operations of the awarded Bidder(s) during construction operations may risk damage to structures and/or improvements located on private property, the awarded Bidder(s) shall cease and desist such operations, and shall propose a modification to such operations so as to reduce or eliminate the risk of damage to said structures and/or improvements. The operations which may require modification shall include, but shall not be limited to, the method of vibratory compaction.

3.25 NOTIFICATION BY THE AWARDED BIDDER(S)

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, pipelines, buried electric power, communications, television cables, traffic signal and street lighting facilities, and all roadway and state highway rights-of-way, the awarded Bidder(s) shall notify the respective authorities representing the City or agencies responsible for such facilities not less than three (3) days nor more than seven (7) days prior to excavation so that a representative of said City or agencies can be present during such work if they so desire. The awarded Bidder(s) shall also notify the Sunshine State One Call Center 1-800-432-4770 at least two (2) days, but no more than fourteen (14) days, prior to such excavation.

PART 2 - EXECUTION

3.26 GENERAL

The awarded Bidder(s) shall install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes. Maintain barriers during entire construction period, and relocate barriers as required by progress of construction.

3.27 TREE AND PLANT PROTECTION

The awarded Bidder(s) shall preserve and protect existing trees and plants adjacent to work areas. Produce temporary fencing, barricades, or guards to protect trees and other plants, which are to remain, from damages. Consult with City's representative and remove agreed upon roots and branches which interfere with work.

The awarded Bidder(s) shall employ a Certified Arborist to remove branches, and to treat cuts. Protect root zones of trees and plants. In addition, the following related work is part of this specification:

Do not allow vehicular traffic and parking;
Do not store materials or products;
Prevent dumping of refuse or chemically injurious materials or liquids;
Prevent puddling or continuous running water;
Carefully supervise all work to prevent damage;
Replace trees and plants which are damaged or destroyed due to work operations under this Contract with equal or better quality plants;
Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by City; and
Clean and repair damage caused by installation, fill, and grade areas of the site to required elevations and slopes, and clean the area.

SUB-SECTION D – CLEARING, GRUBBING, AND TREE REMOVAL

PART 1 – GENERAL

3.28 DESCRIPTION

The awarded Bidder(s) shall be responsible for the complete removal and disposal of all vegetation, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, as shown in the drawings or as necessary to construct the project. In addition, the following related work must be performed by the awarded Bidder(s):

Stripping surface vegetation;
Pruning of all trees, which are to remain, within the limits of the corridor, in accordance with other sections in the Contract Documents;
Removal of existing trees as noted on the drawings or as directed by the City's representative;
Removal of all vines, suckers, weeds, dead branches, and other undesirable vegetation from the area of work;
Identify and flag items designated in the drawings or in the field to remain;
Protection and stockpiling of those items designated to remain; and
Disposal of waste materials off-site in accordance with the City of Palm Beach Gardens Code.

PART 2 - EXECUTION

3.29 PREPARATION

All trees are to remain otherwise directed in the field by the City or noted on the drawings. The awarded Bidder(s) shall protect tree root systems from damage due to noxious materials in solution caused by run-off or spillage during mixing and placement of construction materials, or drainage from stored materials. Protect root systems from flooding, erosion, or excessive wetting resulting from dewatering operations. Provide protection of existing facilities; protect root systems from compaction. Do not store construction materials, debris or excavated material within drip line (outer perimeter of branches). Do not permit vehicles to park within drip line; avoid driving vehicles within drip line wherever possible. Restrict foot traffic to prevent excessive compaction of soil over root systems.

3.30 DEPTH OF REMOVAL

All roots, debris, and rocks in excess of one-half inch ($\frac{1}{2}$ ") diameter shall be removed to a minimum depth of one foot below finish grade in proposed "grass" areas, and two (2) feet below grade in proposed Trees, Shrubs, and Groundcover and paved areas.

3.31 STRIPPING

In no case shall stripping extend outside the right-of-way or property line unless specifically designated in the plans or as requested by the City's representative. Stripping up to the drip line of protected trees to remain shall be performed by hand.

Where trees, shrubs, and groundcover are demolished, remove stump(s) and mulch and resod with St. Augustine Sod.

3.32 PROTECTION OF ITEMS TO REMAIN

Improvements, vegetation, or other features which are to remain in place shall be carefully protected from injury and not be displaced.

3.33 EXCAVATION AROUND TREES

Excavate within drip line of trees only where indicated and by non-mechanical or machine methods.

Relocate roots in backfill areas wherever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately three feet (3') from new construction.

Do not allow exposed roots to dry out before permanent backfill is placed; provide temporary earth cover, or pack with peat moss and wrap with burlap. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.

Prune branches to balance loss to root system caused by damage or cutting of root system.

3.34 REPAIR AND REPLACEMENT OF TREES

Repair or replace trees damaged by construction operations in a manner acceptable to the City promptly after damage occurs to prevent progressive deterioration of damaged trees.

Remove dead and damaged trees, which are determined to be incapable of restoration to normal growth pattern.

3.35 MOWING OF REMAINING VEGETATION

Mow all remaining bushes, weeds, grass, and other vegetation within the area of work, unless otherwise directed by the City's representative.

Take care not to damage existing trees during mowing operations.

SUB-SECTION E - IRRIGATION SYSTEMS

PART 1 – GENERAL

3.36 SCOPE OF WORK

Awarded Bidder(s) shall furnish all labor, machinery, tools, apparatus, transportation, supplies, equipment, materials, services, and incidentals necessary to complete the work as indicated on

the drawings or as directed by the City's representative. Awarded Bidder(s) shall obtain and pay for all required permits.

The work shall include, but not be limited to, furnishing and installing of all pipe, pipe sleeves, automatic valves, control wire, manual valves, sprinkler heads, ductile iron fittings, directional boring, plastic fittings, thrust blocks, automatic controllers, primer and pipe glue, new irrigation pump station, and connections to existing pumping stations.

Provide all systems layout, excavation, backfill, compaction, protection to the public, assembly, installation, repair of road surfaces, directional bore under pavements, power to all equipment, low voltage control wires to valves, connections to existing irrigation pumps, supplying and installing new irrigation pump station, testing, cleanup, maintenance and guarantee.

Investigation of Subsurface Conditions

- a. Make site subsurface investigations and examinations to determine the character of the existing materials and the construction conditions under the work to be performed.
- b. All excavations are unclassified and include all subsurface soil, rocks, debris, or other materials that are required to be moved or avoided to perform the work.

3.37 DESCRIPTION OF THE SYSTEM

The installation of new system is to be completed as per drawings or as directed by the City's representative.

The new irrigation main shall be connected as shown on the drawings or as directed by the City's representative.

New pumping stations and irrigation controls are to be installed as shown on drawings or as directed by the City's representative. Exact specifications will depend on project scope. In case of work requested without drawings, City to provide a written explanation of work requested.

Water shall be distributed by PVC pipe to the zone valves, which shall open automatically based on the automatic controller timer settings. Each valve shall operate one at a time, and the controllers shall rotate the valve openings and closings in sequence. Set the initial controller time setting in coordination with the needs of the new landscape planting.

Pipe and control wire beneath paving or hard surfaces shall be installed in PVC sleeves for ease of future maintenance. Directional bore under pavements to install the sleeves. Open cuts in pavement are not permitted, unless otherwise directed by the City's representative.

Spray on plants and grass areas shall be by a combination of pop-up heads and spray nozzles.

3.38 QUALITY ASSURANCE

The City may reject any and all work and materials during any point of construction if they do not meet the requirements of the drawings, specifications, and/or written explanation. Rejected work and materials shall be immediately removed from the project area and replaced with acceptable work and material within ten calendar days or as approved in writing by the City.

Responsibility for Assuring Quality Work

- a. Employ only a competent and experienced superintendent who is knowledgeable in the interpretation of the drawings, specifications, or written explanation.
- b. All employees shall be competent and highly skilled in their particular job to properly perform the work assigned to them. Maintain the highest quality of irrigation work and materials on the project.

Material Quality

- a. Furnish and install only the grade and quality of materials specified or better.
- b. Suppliers of materials who misrepresent the grade or quality of their materials, as determined by the City, shall not be allowed to supply any material for this project. All material already supplied and received from such a supplier shall be removed and replaced. This requirement for removal and replacement shall also include any installed materials. No further material will be accepted from such supplier until written evidence is submitted and confirmed that all material for delivery is of the grade or quality represented.

Inspections

- a. Inspections shall be requested by the Awarded Bidder(s), in writing, ten (10) days minimum in advance of the inspection.
- b. All work shall be in accordance with the drawings, specifications, and or written explanation at the time of final inspection. Any prior inspection or lack of prior inspection by the City shall not be cause for the non-compliance of the Contract Documents.

3.39 MATERIAL DELIVERY AND HANDLING

Movement of material shall comply with all governing laws and regulations.

Transport materials on vehicles large enough to prevent crowding or damage.

Exercise care in handling, loading, unloading, storing, and transporting all material to prevent damage. Assure materials are properly protected to prevent damage.

3.40 GUARANTEE

All irrigation equipment installed shall be guaranteed for a minimum of one (1) calendar year from the time of final installation or acceptance unless otherwise required by the City.

All manufacturer's guarantees and warranties shall be turned over to the City as a condition of final acceptance.

Final payment to the awarded Bidder(s) shall not relieve the awarded Bidder(s) of the guarantee obligations.

3.41 DRAWING AND SPECIFICATION INTERPRETATION

- a. If drawings are supplied, figured dimensions shall govern over scaled dimensions.
- b. If any error or discrepancy is found in the drawings and specifications when supplied, the awarded Bidder(s) shall bring the error or discrepancy to the attention of the City for an interpretation and decision on how to proceed. In resolving conflicts between the drawings and specifications, the drawings shall govern over the specifications.

- c. The City shall have the right to correct apparent errors or omissions in the drawings or specifications and to make interpretations as deemed necessary for the proper fulfillment of the intent of the drawings and specifications.
- d. The irrigation system indicated on the drawings is drawn for clarity and is essentially diagrammatic. Equipment shown in paved areas for clarity shall be installed in the appropriate landscape space. Sprinkler head spacing shown on the drawings shall not be modified unless approved in writing by the City.

3.42 AS-BUILT DRAWINGS

- a. When requested, obtain a set of drawings from the City to be used only for recording the irrigation work and preparing As-Built drawings. These As-Built drawings shall be kept at the job site at all times until given to the City's representative on completion of the work.
- b. Immediately upon installation of any work deviating from what is shown on the drawings, specifications, and/or written explanation, clearly indicate such changes in red pencil on the As-Built drawings. Such changes shall include, but not be limited to, changes in material, sizes of material, locations, and quantities. Dimensions shall be used where required, such as, but not limited to, pipe sleeve locations, encountered underground utilities, valve locations, specific pipe depth, and as may be specified elsewhere in this Solicitation.

Upon completion of the work, the completed set of As-Built drawings shall be delivered to the City for review and approval. Delivery of As-Built drawings is required as a condition of final approval.

3.43 PERMITS AND CODES

- a. Obtain and pay for all necessary permits to accomplish all of the work.
- b. Perform all work in accordance with applicable regulations, ordinances and code requirements from the appropriate jurisdiction in which the project is located.

3.44 CHANGES AND ADDITIONAL WORK

- a. Obtain written acceptance from the City for any changes, deletions, or additions to the irrigation work.
- c. Do not start any changes or additional work on the project until a written agreement setting forth the adjusted Contract amount and time, if any, has been executed by the City and the awarded Bidder(s). Any work on any changes or additional work made prior to the execution of a written agreement or approval may or may not be compensated for by the City.

3.45 SAFETY

- a. All safety on or off the job site shall be the awarded Bidder(s)'s responsibility.
- b. The City is not responsible for any safety issues on or off the job site.

3.46 INSPECTIONS

- a. The City inspections or on-site observations shall be only to verify that the drawings and specifications are being implemented properly.
- b. These inspections or observations are not intended to be take charge, direct, run, or manage the irrigation work required by the drawings and specifications. Inspections or observations by the City shall not be interpreted by the awarded Bidder(s) that the City are assuming or taking charge, directing, running, or managing the Awarded Bidder(s) while he is performing the irrigation work.

3.47 PAYMENT FOR ADDITIONAL SERVICES

- a. The awarded Bidder(s) shall pay for any services or additional services performed by the City which resulted from actions by the awarded Bidder(s), such as, but not limited to, improper performance, lack of performance or noncompliance with the drawings and specifications. Such services or additional services shall include, but are not limited to:
 - i. Repeated inspections and Construction Management related to the completion of any punch list items, defective or unauthorized work;
 - ii. Inspections and Construction Management related to tests, which repeatedly fail;
 - iii. Inspections of materials or work found not to be within an acceptable, normal, and reasonable deviation or variation from the drawings and specifications; and
 - iv. Inspections requested by the Awarded Bidder(s) which are premature inspections. This also includes any Construction Management related to these inspections.

PART 2 – MATERIALS

3.48 ELECTRICAL CONDUIT

- a. Conduit shall be Schedule 40 PVC, U.L. approved and labeled and the proper color for electrical conduit. Size as required by code based on number of wires enclosed, or as shown on the drawings, whichever is sized larger.

3.49 CONTROLLER

The automatic controller shall be as specified on the drawings and/or Pricing Schedule. Place the controller as directed by the City and coordinate the installation of electrical supply to the controller.

3.50 GATE VALVES

- a. Gate valves four inches (4") or smaller shall have bronze body, bonnet, and double disc, non-rising stem and inside screw.
- b. Gate valves shall be hand wheel or lug operated and installed in a valve box in planting areas with cover of sufficient size for a minimum of six inches (6") clear around the hand wheel. Supply the City with two lug wrenches if the lug valves are installed.

3.51 PIPE

Pipe shall be new and free from defects and shall be continuously marked indicating size, Schedule or Class type, and other standard references. Pipe shall be furnished in standard length of twenty feet (20'). Non-potable water lines shall have the appropriate non-potable labeling or color.

All lateral and zone pipe shall be Schedule 160 PVC. Main pipe shall be as specified on the drawings, bid form, or in writing as directed by City. Provide thrust blocking at all changes in main pipe direction and terminal ends.

All pressure mains which are exposed to possible damage, such as aboveground, shall be threaded end, standard weight, brass, bronze, soldered copper pipe, or welded ductile iron pipe.

3.52 PIPE FITTINGS

All PVC solvent weld fittings shall be PVC Schedule 40, new and free from defects. Primers, cleaners, and solvent glues shall be compatible with each other and with the pipe and fittings.

Sprinkler heads shall be connected to the supply line with flexible poly pipe or swing joint where specified or directed. Fittings for connection to the sprinkler heads and to the sprinkler lines shall be barbed/threaded fittings.

3.53 PIPE SLEEVES

- a. Pipe sleeves shall be Schedule 40 PVC unless noted otherwise on the drawings or directed by the City.
- b. Detection wire for location of pipe sleeve ends shall be a minimum ten (10) gauge bare copper wire.
- c. Size of pipe sleeves shall be a minimum of four inches (4") larger than the diameter of the pipe or bundle of pipe and wire passing through the sleeve including the bell or fitting connecting the pipe lengths.

3.54 SOLVENT/GLUE

- a. Solvent/glue shall be slow drying, heavy duty, gray color, heavy body PVC solvent/glue, compatible with the pipe and fittings and acceptable to the pipe manufacturer for gluing fittings to their products.
- b. PVC cleaner shall be used in assembly prior to application of solvent/glue, and shall be of different color than the glue for identification purposes.

3.55 SPRINKLER HEADS

Spray heads in grass areas shall have a six inch (6") pop-up. The manufacturer and model numbers for heads and nozzles are as shown on the drawings or as directed by the City.

Pop up spray heads in shrub areas shall have a twelve inch (12") pop-up. The manufacturer and model numbers for heads and nozzles are as shown on the drawings or as directed by the City.

3.56 IRRIGATION CONTROL WIRE

- a. All irrigation control wires from the controller to the electric valves shall be UL approved PE irrigation solid copper insulated control wire conductors. Install one spare control wire to each valve.
- b. Wire size shall be in accordance with the equipment manufacturer's specifications based upon a relationship between the number of valves and their distance from the controller. Control wire shall have a minimum size of fourteen (14) gauge. Common or bond wire shall be a minimum twelve (12) gauge size, and a least one size larger than the largest control wire.
- c. Only one valve shall be operated by each control wire. All control wire shall be directly connected between the controller and the valve. A wiring pull box shall be installed at the controller for making the connection between the wire to the valve and the wire to the controller station block.

3.57 AUTOMATIC VALVES

Electric control valves shall be as indicated on the drawings or as directed by the City. NIPCO brass gate valves need to be installed prior to the irrigation valve.

3.58 VALVE BOXES

- a. Valve boxes shall be made of structural plastic and be of a size to cover the valve, solenoid, wiring and four inches (4") minimum on either side of the valve.
- b. The tops of the valve boxes shall be identified as containing an irrigation control valve embedded in the cover.
- c. Valve boxes are specified on the drawings.
- d. Valve boxes are to have the proper labeling color if non-potable water is used.

3.59 WIRE CONNECTORS

- a. All splices in irrigation control wire shall be accomplished using 3M DBY Direct Bury Splice Kit, or approved equal meeting all applicable electrical codes.
- b. Install wire connectors in accordance with manufacturer's instructions. No bare copper wire shall be exposed with the exception of ground wire.

3.60 DETECTION TAPE

- a. Metallic detection tape or ribbon shall be installed over all main irrigation pipes.
- b. Detection tape shall be specified on the drawings or directed by the City.

PART 3 – EXECUTION

3.61 EXISTING UTILITIES

- a. The work area may have existing utilities, such as, but not limited to, telephone, electric, sewer, cable television, fiber optic cable, gas, and drainage.

- i. The location of some of these existing utilities may or may not be shown on the drawings, if any. No guarantee is implied that the drawings, if any, are accurate or complete in the location of utilities.
- ii. Verify the location of all utilities, structures, or other improvements by excavation by hand/or other appropriate method before performing any work.
- iii. Contact appropriate local agency prior to digging to assist in locating underground improvements.
- iv. Do not damage utilities, structures or other improvements.
- b. Take immediate steps to repair, replace, or restore any utility services or other improvements that are disrupted due to installation of the irrigation system.
- c. Immediately report interference of utilities or other improvements to the City.
- d. Do not purposefully disrupt or disconnect any utility without first obtaining the written permission of the City and the utility owner. Requests for disconnection must be in writing and received by the City's representative at least 72 hours prior to the time of the requested interruption.

3.62 GRADES

- a. Provide backfill, consolidation of fill, and grading for irrigation pipe trenches or other excavations to conform to surrounding grades or proposed finish grades after the backfill is settled and compacted.
- b. Existing or proposed drainage patterns shall not be modified by this work.

3.63 PREPARATION AND LAYOUT

- a. Submit written requests to the City for changes to the work caused by existing conditions. Do not make the requested changes until approved by the City's representative.
- b. Sprinkler main line pipe and lateral or zone pipe locations shall be laid out on the site and approved, if necessary, by the City prior to excavations.
- c. Sprinkler head locations shall be staked by the awarded Bidder(s) and approved, if necessary, by the City prior to installation to insure uniformity and correctness of both pattern and coverage. Discrepancies in site conditions or the drawings, if any, shall be brought to the attention of the City's representative for direction on how to proceed.
- d. The location of all valves and valve boxes shall be in landscape areas. Stake the valve locations for approval, if required, by the City prior to excavation or installation. Locate valve for ease of maintenance access and to avoid conflict with other improvements.
- e. Stake the location of irrigation controllers and other components of the irrigation system for approval by the City prior to proceeding with the work.

- f. The irrigation system indicated on the drawings, if any, is shown for clarity and is essentially diagrammatic. Pipe or valves shown in paved areas for clarity shall be regarded as being drawn in the landscape space.

3.64 PIPE INSTALLATION

a. Preparation

The minimum depth of cover over irrigation main pipe and wire conduit under roads is 36 inches. Use local standards for deeper cover or if required by the City.

There shall be no rock larger than one-half inch ($\frac{1}{2}$ ") in contact with PVC pipe.

Use backfill equipment that will compact the fill to its original density.

Unsatisfactory materials such as concrete, asphalt, lime rock, brick, rock, and other deleterious material encountered in excavations shall be removed from the project site.

b. Solvent Weld PVC Pipe Assembly

- i. Cut PVC pipe to the proper length prior to assembly. The cut shall be neat and square, 90 degrees to the axis of the pipe. Prior to assembly, the cut end shall be de-burred, inside as well as outside. Clean both the fitting and the pipe end with PVC cleaner prior to assembly and application of the glue.

- ii. Apply a thin even flow coat of PVC solvent/glue to both the inside of the fitting and the pipe-mating surface.

- iii. The pipe shall be inserted into the fitting until it bottoms, then given a quarter turn to insure proper sealing. Do not apply water pressure in the pipe and fittings during the curing time as recommended by the manufacturer, or 24 hours, whichever is longer. The finished joint shall be watertight and shall have strength equal to or greater than that of the pipe being joined.

Do not tap PVC pipe or fittings to install connections. Pipe saddles are not permitted and will not be accepted.

- c. Install detection tape above all main pipe, except under pavements, as shown on the drawings, if any.

3.65 SPRINKLER HEAD INSTALLATION

- a. Set the top of all sprinkler heads perpendicular and level to the surrounding ground surface.

- b. Use barbed threaded fittings to attach flexible riser pipe to the zone pipe. Sprinkler heads are to be located minimum of six inches (6") and a maximum of eight inches (8") away from E.P, curbs or any other structures.

3.66 VALVES

- a. Each valve shall be installed in a separate valve box.
- b. Valve boxes shall be set flush and level with finished grade. Adjacent valve boxes shall be parallel with each other and parallel to adjacent walks, pavements, curbs, or structures.

3.67 IRRIGATION CONTROL WIRE

- a. Irrigation control wire shall be installed in UL approved PVC conduit placed inside main pipe sleeves under pavements.
- b. Identify each wire at the controller with the zone valve that it is connected to. Common bond wire shall be identified and shall be a different color than the control wires.
- c. Each valve control wire shall be connected to a single station on the controller.
 - i. Install wiring pull box, with locking cover, within five feet (5') of the irrigation controller. Connect the wire from the controller to the wire from the valve in a wiring pull box. Provide the City with two (2) unlocking devices for the cover.
 - ii. Valves shall not be wired together in the field.
 - iii. All connections shall be waterproof and shall have a coil of approximate thirty inches (30") inside the valve box. Control wire shall be tagged with valve identification number inside the valve box and inside the wiring pull box at the controller.

3.68 PIPE SLEEVES

- a. Use directional boring method to install pipe sleeves under pavements. Install pipe and control wire in conduit in the main sleeve installed by directional boring.
- b. Wrap the ends of all pipe sleeves with five windings, minimum, of ten (10) gauge bare copper wire for future detection.

3.69 CLEANING AND PRESSURE TESTING

- a. Flush all irrigation pipes after assembly and prior to the installation of the sprinkler heads. Flush to remove all rock, sand, or other foreign material from the pipe.
- b. Test main pipe after installation and after all valves are in place.
 - i. Pressurize and test the pipe as required and shown on the drawings, if any. Minimum of a 110% operating pressure is required.
 - ii. Fill the pipe with water and cap or adequately plug all outlets.
 - iii. Isolate the pumps from the main pipe system to prevent interior pump leakage or back leaking into the water source.
 - iv. Joints in the main pipe shall be left uncovered for visual observation, under pressure, until this testing is complete.
 - v. Retest failed sections of pipe until the pressure test requirements are met.

3.70 ADJUSTMENTS TO THE IRRIGATION SYSTEM

- a. Adjust sprinkler heads and automatic equipment upon completion of installation to provide optimum performance.

- b. Adjust and correct the system under normal wind conditions to provide 100% coverage of all landscape areas.
- c. All irrigation heads shall be installed flush with finished grade and in a vertical position.
- d. Insert and use pressure-compensating devices or screens under the spray nozzles as required to make optimum adjustments to spray.
- e. Change out individual nozzles as required for optimum water coverage of landscape areas. Do not increase the total nozzle water flow for each irrigation zone.

3.71 CLEANUP

- a. Completely remove debris and other objectionable material created by the irrigation installation from the job site on a daily basis or as directed by the City's representative.
- b. Dispose of excess fill material off the site and at appropriate disposal areas.

3.72 COMPLETION AND FINAL ACCEPTANCE

- a. Provide the City with written notice of completion of the irrigation system. All work shall be completed in accordance with the drawings and specifications, if any, and conditions of the Contract prior to the notice. If all work is complete, as determined by the City, the Awarded Bidder(s) will be notified in writing of final acceptance of the work and the date of the final acceptance.
- b. Final acceptance cannot be given for the system if any part or component is incomplete or does not meet the Contract requirements.
- c. The guarantee of the irrigation system and its components shall begin the day final acceptance is given or as otherwise provided in the Contract conditions.
- d. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the drawings, specifications, and/or written explanation. This includes any unacceptable work listed in inspection punch lists.
- e. Required submittals shall be made to the City prior to final acceptance of the irrigation work. This includes As-Built drawings, equipment sheets, parts list, and manufacturer's written guarantees.

3.73 WARRANTY

The awarded Bidder(s) shall warrant all irrigation system materials and component parts for a period of one (1) year from the date of Final Acceptance by the City, against defects, including neglect by the awarded Bidder(s), or as a result of malpractice carried out by the awarded Bidder(s).

Remove and replace damaged irrigation system materials and component parts immediately.

Replacements:

At any time during the warranty period, any and all irrigation system materials and component parts required under this Contract that does not exhibit the characteristics and conditions of performance and function originally specified and, as determined by the City, shall be promptly replaced. Replacement of all irrigation system materials and component parts shall be installed and maintained per the specifications herein, as well as, guaranteed as specified by the manufacturer.

Awarded Bidder(s) shall perform all necessary watering over and above that provided by the automatic irrigation system; which is necessary during the period to repair and/or provide replacement materials.

Cost of repair for damage caused by the awarded Bidder(s) to items including, but not limited to, irrigation system component parts, curbing, walks, roads, etc. shall be the responsibility of the awarded Bidder(s).

All replacements shall be coordinated with the City.

SUB-SECTION F - SODDING

PART 1 - GENERAL

3.74 WORK INCLUDED

- a. Provide all labor, materials, equipment, and services to complete the work as indicated on the drawings or as directed by City, and as specified herein, including the replacement of any sod damaged from and adjacent to construction work with sod of identical genus, species, and variety.
- b. Install sod in locations disturbed during relocation and/or demolition of trees, shrubs, and groundcover as well as installation of irrigation system.

3.75 DESCRIPTION

- a. Standards
 - i. Florida Turf Producers Association, all sod shall be Florida Standard Grade.
 - ii. Federal specifications (FS) O-F-241c (1), Fertilizers, Mixed, Commercial
 - iii. American Sod Producers Association (ASPA) Grade
 - iv. Florida Turf Producers Association: Florida Standard Grade.
- b. At the awarded Bidder(s)'s expense, a certified Agricultural Soils Testing Laboratory shall perform soil testing services from selected areas that are to be planted to investigate physical properties, diagnose problems, and program amendments to promote optimum plant growth.
- c. Requirements of Regulatory Agencies: Conform to the requirements of the Florida State Department of Agriculture.

3.76 DELIVERY, STORAGE, AND HANDLING

- a. Deliver sod on pallets.

- b. Protect root system from exposure to wind or sun.
- c. Protect sod against dehydration, contamination, and heating during transportation and delivery.
- d. Do not deliver more sod than can be installed within 24 hours. The City reserves the right to reject sod left in extended storage on site.
- e. Keep stored sod moist and under shade, or covered with moistened burlap.
- f. Do not pile sod more than four feet (4') deep.
- g. Do not tear, stretch, or drop sod.

3.77 JOB CONDITIONS

- a. Begin installation of sod after preceding related work is accepted.
- b. Environmental Requirements: Do not install sod on saturated soil.
- c. Protection: Erect signs and barriers against vehicular or pedestrian traffic.
- d. Awarded Bidder(s) is responsible for ensuring proper percolation in areas where sod is to be laid. Percolation rate shall be two inches (2") of water in one (1) hour.

3.78 GUARANTEE

- a. Guarantee sod for a period of ninety (90) days after date of Final Acceptance.
- b. Replacement sod under this guarantee shall be guaranteed for ninety (90) days from the date of installation.
- c. Repair damage to other plants during sod replacement at no cost to the City.

PART 2 - PRODUCTS

3.79 SOD
Grass Species

Stenotaphrum secundatum 'Floritam' (St. Augustine Floritam)
Paspalum notatum Flugge (Bahia Common)
Bermuda 419

- a. All sod shall conform to the following requirements.
 - i. Furnish in pads that are not stretched, broken, or torn.
 - ii. Size: Sod pads shall be 18 inches x 24 inches in size (plus or minus 5%) with a 1-1/2-inch thickness (excluding top growth and thatch).

- iii. Sod shall be uniformly two inches (2") in height.
- iv. Thatch: Maximum half inch (1/2") uncompressed.
- v. Inspected and found free of diseases, nematodes, pests, fire ants, and pest larvae by entomologist of Florida State Department of Agriculture.
- vi. Weeds: Free of horse grass, nut grass, or other objectionable weeds or weed seeds.
- vii. Uniform in color, leaf texture, and density.

3.80 WATER

Free of substances harmful to plant growth, objectionable odor, or staining agents.

Provided by the awarded Bidder(s) and obtained from its source legally. Water drawn from canals and/or lakes and access thereof shall be done only with the express written approval of the owner of the property.

Existing or improved irrigation system, if available.

3.81 FERTILIZER

- a. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
- b. Percentages of nitrogen, phosphorus, and potash shall be based on laboratory tests on soils outlined in the landscape planting. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water insoluble nitrogen.
- c. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis, and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturer's certificate of compliance covering analysis shall be furnished to the City. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.
- d. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.
- e. Apply and distribute by methods and rates as recommended by manufacturer.

3.82 HERBICIDES

As recommended by the Florida State Department of Agriculture.

PART 3 - EXECUTION

3.83 INSPECTION

- a. Disk, till, hand rake, and/or scarify soil to depth of three inches (3") in all areas to be sodded to produce a loose, friable soil conducive to exceptional sod growth.
- b. Remove all debris and trash to a depth of three inches (3") from the area to be sodded, as well as rocks in excess of a quarter inch (¼") diameter.
- c. Water dry soil to a depth of six inches (6") 48 hours before sodding.

3.84 INSTALLATION

- a. Transplant sod within 48 hours after harvesting.
- b. Repair all existing lawn areas disturbed by installation of irrigation and/or plantings which will not be sodded with new sod.
- c. Begin sodding at bottom of slopes.
- d. Lay first row of sod in straight line with long dimension of pads parallel to slope contours.
- e. Butt side and end joints. Ensure that joints are tight, thereby eliminating the need to patch and/or top dress to eliminate gaps.
- f. Stagger end joints in adjacent rows.
- g. Do not stretch or overlap rows.
- h. Water sod immediately after transplanting.
- i. Roll sod, except on pegged areas, with roller weighing no more than 150 lbs. per foot of roller width. Schedule the rolling of sod to ensure observation by the City's representative.
- j. Water sod and soil to a depth of six inches (6") within four (4) hours after rolling.

3.85 LAWN ESTABLISHMENT

- a. Watering
 - i. Keep sod moist during first week after planting.
 - ii. After first week, supplement rainfall to produce a total of two inches (2") per week.
 - iii. It is the awarded Bidder(s)'s responsibility to water all plant material.
 - iv. The awarded Bidder(s) is responsible for hand watering sod until Final Acceptance by the City.

- b. Mowing
 - i. Maintain sod as required until Final Acceptance between four inches (4") and six inches (6") in height. When grass reaches six inches (6") in height, mow to four inches (4") in height.
 - ii. Do not cut off more than 50% of grass leaf in a single mowing.
 - iii. Remove all grass clippings throughout.
- c. Re-sod spots larger than one (1) square foot not having uniform stand of grass. Cut and blend replacement sod into adjacent sod.
- d. Weed Eradication: Between second and third mowing, apply herbicide specifically recommended for grass type uniformly at manufacturer's recommended rate.
- e. Fertilizer: Apply fertilizer uniformly at manufacturer's recommended rate five (5) days after sodding. Thoroughly water in to avoid "burning" or damaging grass.
- f. Establishment Period: The establishment period for sod shall be thirty (30) days from the issuance of Substantial Completion. The awarded Bidder(s) shall be responsible for the maintenance of sodded areas until Final Acceptance is issued by the City to the conditions of this Contract.

3.86 CLEANING

- a. Immediately clean spills from paved and finished surface areas.
- b. Remove debris and excess materials from project site.
- c. Dispose of protective barricades and warning signs at termination of lawn establishment.

3.87 SUBSTANTIAL COMPLETION, INSPECTION, AND ACCEPTANCE

- a. A Substantial Completion inspection of the entire project shall be made upon written request of the awarded Bidder(s). At that time, if all work is satisfactory and complete according to the conditions of the Contract, the City's representative shall declare the work substantially complete, subject to the terms of the Contract.
- b. Awarded Bidder(s)'s written request for review of the work, or any designated portion thereof, shall be received by City at least five (5) business days before anticipated date of inspection.
- c. Sod that has died or is in unhealthy or badly impaired condition on inspection shall be treated or replaced within 14 days at no additional cost to City.
- d. Replace or repair rejected sod within two (2) weeks of inspection.
- e. Awarded Bidder(s)'s responsibility for maintenance shall terminate on date the entire project has received Final Acceptance according to the conditions of the Contract.

- f. Warranties, Certificates, and Inspection Tags:
Submit warranties, certificates, and inspection tags for all products and materials.
Submit certificates of inspection for all materials and products subject to state or federal governmental inspection.

SUB-SECTION G - TREES, SHRUBS, AND GROUNDCOVER

PART 1 - GENERAL

3.88 WORK INCLUDED

- a. Provide all labor, materials, plant materials, soil additives, equipment, services, and facilities required to complete all landscape planting and related work indicated on the drawings and/or as specified.

3.89 QUALITY ASSURANCE

- a. Awarded Bidder(s) Qualifications: A qualified landscape contractor whose work has resulted in successful establishment of exterior plants.

Awarded Bidder(s)'s Field Supervision: Maintain an experienced full-time supervisor on project site when exterior planting is in progress.

- b. At the awarded Bidder(s)'s expense, a certified Agricultural Soils Testing Laboratory shall perform soil testing services from selected areas that are to be planted to investigate physical properties, diagnose problems, and program amendments to promote optimum plant growth.

- c. Required Laboratory Services
The awarded Bidder(s) shall provide three (3) Soil Test Reports of existing soil conditions at selected locations within the project area at test sites approved by the City. Soil Test Reports shall also be supplied to the City.

Provide a chemical analysis report of each individual sample to cover the following:

Percentage of organic matter;

Percentage of sand, silt, and clay content;

Salinity;

Ph;

Mineral nutrients, including concentrations of nitrogen, phosphorus, potassium, calcium, and magnesium;

Furnish data on potential hazards or impediments to plant growth from salinity, sodium, boron, or impaired soil structure;

Percolation rate;

Provide recommendations for organic materials, fertilizers, and other materials found necessary to amend the specified planting mix for optimum plant growth;

Prescribe a backfill mix or mixes, as appropriate, to be employed in the planting of all plants for the project if soils test reports indicate inadequacies in the specified planting mix;

If so directed by the City, provide laboratory testing and evaluations of stockpiles of prepared backfill, and make recommendations for corrective measures; and

Periodic sampling and laboratory testing of prepared landscape planting areas to assure compliance with recommendations and requirements of the Contract Documents may be requested. Areas of testing and quantity of tests shall be as directed by the City.

The Soil Test Reports with the dates and test site locations clearly marked shall be submitted to the City prior to any planting.

- d. Deviation from control mix: Not more than twenty percent (20%). Should a higher degree of variation be found, make correction as directed by City, with conformance tests repeated until the mix meets specifications for pit backfill and soil preparation.

Provide quality, size, genus, species, and variety of exterior plants indicated on the Plant Material List, complying with applicable requirements of the Contract Documents.

Tree and Shrub Measurements: Measure according to "ANSI Z60.1" and "Grades and Standards" with branches and canes in their normal position.

Inspection: The City reserves the right to inspect trees and shrubs either at the place of growth or at the site prior to planting to ascertain compliance with requirements for name, variety, size, and quality; however, final approval shall be based upon the in-place inspection.

Coordinate with the City in monitoring and approval of all items and areas of work required.

Regulatory Requirements: Applicable federal, state, or other governing laws and standards as specified hereafter, or as may otherwise apply.

Pre-installation Conference: Conduct conference at project site with the City's representative prior to commencing work.

Source Quality Control:

Ship all landscape materials to the job with appropriate Florida State Department of Agriculture Bureau of Plant Industry Certificates of Inspection.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice.

Prior to delivery of topsoil, submit written statements indicating:

Location of properties from which topsoil is to be obtained;

Depth to be stripped; and

Crops grown on property during past two (2) years

3.90 REFERENCES

Florida Department of Agriculture and Consumer Services, "Grades and Standards for Nursery Plants", hereafter referred to as "Grades and Standards".

American Nursery and Landscape Association (formerly American Association of Nurserymen) ANSI Z60.1, "American Standard for Nursery Stock", hereafter referred to as "ANSI Z60.1".

3.91 DELIVERY, STORAGE, AND HANDLING

a. Plant Materials, Trees:

- i. Do not prune trees and shrubs before delivery, except as approved by the City. Protect bark, branches, and root systems from sun scald, drying, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- ii. Handle planting stock by root ball.
- iii. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed for more than six hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist. Water as often as necessary to maintain root systems in a moist condition.
- iv. Protect plants upon arrival on-site.
- v. Thoroughly water and properly maintain until planting.
- vi. Do not allow plants to remain unprotected for a period exceeding 24 hours.
- vii. Exercise workmanlike methods customary in good horticultural practice.
- viii. Do not prune plants prior to delivery, except as directed. In no case, are trees to be topped.
- ix. Prior to delivery to site, spray all trees for insects, fungus, and with a foliar.

- x. Deliver with foliage, limbs, trunk, and roots free of disease and pests.
 - xi. Remove from the site all plants that are not approved and replace with plants that are in accord with specifications or as directed by the City's representative.
 - xii. Plant material that is not installed shall not be stored at the project site or in the roadway corridor.
- b. Plant Materials, Shrubs, and Groundcover:
- i. Protect plants upon arrival on-site.
 - ii. Thoroughly water and properly maintain until planting.
 - iii. Do not allow plants to remain unprotected for a period exceeding 24 hours.
 - iv. Exercise workmanlike methods customary in good horticultural practice.
 - v. Do not prune plants prior to delivery, except as directed.
 - vi. Prior to delivery to site, spray all plant material for insects, fungus, and with a foliar antitranspirant. Deliver with foliage, limbs, trunk, and roots free of disease and pests.
 - vii. Remove from the site all plants that are not approved and replace with plants that are in accord with specifications or as directed by the City's representative.

3.92 PROJECT CONDITIONS

a. Existing Conditions:

Examine the project site, observe the conditions under which the work is to be done, and notify the City's representative of any unsatisfactory conditions.

Do not proceed with work on this Section until conditions have been corrected satisfactorily.

Utilities, as described herein – Protection of Existing Facilities.

b. Excavations:

When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the City's representative prior to planting.

Rubble, rocks, fill, and debris in excess of one-half inch (1/2") diameter shall be removed to a depth of:

Four inches (4") in sodded areas;

Eighteen inches (18") in shrub and groundcover beds; and

Thirty-six inches (36") at trees.

Rubble, rocks, fill, and debris found or discovered in excess of one-half inches (1/2") in diameter must be discarded appropriately at the Awarded Bidder(s)'s expense, and not used in the backfill material. Awarded Bidder(s) shall conduct percolation tests in all planting areas, pits, and holes prior to planting.

- c. Protection: Protect and maintain, as part of the work described in this Section, all existing plant materials to remain.

3.93 COORDINATION

- a. Sequencing and Coordination

Coordinate the work described in this Section with related work of other disciplines, and inform the City's representative of any scheduling or other discrepancies relating to work to be performed. Prior to the start of planting, verify that the underground sprinkler system and finish grading have been approved. Unless specified otherwise, do not commence planting until:

- i. Site grading, soil import, and preparation has been completed and approved; and
- ii. Substantial provision for irrigation has been provided to maintain plant materials.

Proceed with and complete the landscape planting work as rapidly as portions of the site become available or as otherwise directed by the City.

Coordination with Lawns: Plant trees and shrubs after final grades are established, and prior to planting of lawns, unless approved otherwise by the City.

When planting of trees and shrubs does occur after lawn work, protect lawn areas, and promptly repair damage to lawns resulting from planting operations.

- b. Fertilizers and Soil Amendments
Affix to each bag, used in connection with this work, the manufacturer's certified analysis tag or label.

Fertilizer analysis shall be:

No less than minimum requirements of specifications or as directed by the City's representative.

As guaranteed by requirements of the Florida State Fertilizer Law.

- c. Peat/Humus
Certify in writing that the peat/humus used meets all requirements and criteria of the specifications or as directed by the City's representative.

3.94 MAINTENANCE/GROW-IN PERIOD

- a. Until the date of Final Acceptance, maintain by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening, repairing stakes and guys, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required keeping trees and shrubs free of insects and disease. Do not prune except as directed by the City's representative.

The awarded Bidder(s) shall hand-water and maintain all trees, palms, shrubs, and groundcovers, included in this Section, for the grow-in period of not less than thirty (30) days from the date of Final Acceptance by the City.

PART 2 - PRODUCTS

3.95 PLANT MATERIALS

- a. Name and Variety:

As designated by the drawings or the City's representative.

Provide all plant materials complying with the latest editions of "ANSI Z60.1" and "Grades and Standards".

Provide plant materials symmetrical and typical of their species or variety.

Attach appropriate identification tags to each plant for all varieties specified as "patented", "registered", or "trade marked". Do not remove tags until inspected and approved.

- b. Quality:

All plant material shall meet or exceed the "Florida No. 1" standard in accordance with "Grades and Standards".

Plants determined by the City's representative not to be in accordance with specified standards will be rejected.

Provide plant materials:

With normal habit of growth.

Healthy with well-developed root systems filling their containers, but not to the point of being root bound.

Free of disease, insects, pests, and their eggs.

Sound, free of mechanical or cultural injury by dents, and free of noticeable after effects of insects and borers.

In the event that it becomes apparent that any nursery supplying plants for this work has knowingly and consistently represented the grade of plants as being higher than the actual grade, as determined under the provisions of this Section, all plants already delivered from such source shall be removed from the job at the Awarded Bidder(s)'s expense, and no further plants will be accepted from such nursery until written evidence is submitted and confirmed that all material for delivery has been inspected and approved by inspectors of the State Plant Board as being of the grade as represented.

c. Dimensions:

Measure height and spread of all plants with branches in their normal position. Height and spread dimensions specified refer to main body of plant and not extreme branch tip to tip. The measurements specified in the drawings or as directed by the City's representative is the minimum size acceptable, and is the measurements after pruning, where pruning is required.

When dimensions of plant materials are omitted from the plant list, if any, provide plants of normal stock for type listed or requested.

The caliper of tree trunks is to be taken six inches (6") above the ground if four-inch (4") caliper or less, and one foot (1') above the ground if greater than four-inch (4") caliper.

Trees shall conform to the measurements specified or as indicated in the Plant Material List on the drawings, and shall not vary from the size specified more than 10% or have a caliper size which varies more than one fourth inch (1/4"). Where a trunk is specified as single or standard, the plant shall have a single straight trunk for a height of not less than specified on the plant list.

Container and caliper sizes noted on the Plant List or as specified otherwise are minimums. Increase container and/or caliper as necessary to conform to specified height and spread.

d. Trees:

Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project, and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

Provide trees and shrubs of the sizes shown or specified. Trees and shrubs of larger size may be used if sizes of roots or balls are increased proportionately and if acceptable by the City.

All trees specified as "container grown" shall have been grown in a rigid container for a minimum of two (2) years prior to installation.

e. Shrubs and Ground Covers:

Plants shall have been grown in containers for a minimum of six (6) months and a maximum of two (2) years, and shall have sufficient roots to hold earth together after removal from containers.

Plants which have become pot-bound, or for which the top system is too large for the size of the container, will not be accepted.

Plants shall not be removed from the container until immediately before planting.

f. Ball and Burlapped Plants, and Wired-Balled and Burlapped Plants (Only with Prior Approval by City):

No plant shall be accepted when the ball of earth surrounding its roots has been cracked, broken, or which shows evidence of being "made".

The diameter of the ball must be sufficient to encompass the fibrous and feeding-root systems necessary for the maximum development of the plant, and shall conform to sizes and ratios in the table of minimum ball sizes as set forth in "ANSI Z60.1" and "Grades and Standards".

Root pruning shall have been done at the minimum of four (4) weeks before planting at the job, and, such fact, be certified on accompanying invoices. Where, in the opinion of the City, following the inspection of the grower's stock, adequate root pruning is being obtained by the grower's general cultivating practices, and may consider such fact as meeting this requirement, and, such fact, be certified accompanying invoices. Copy of invoices shall be supplied to the City.

Balls shall be firmly wrapped with burlap or approved strong cloth. The root balls of these plants shall be properly protected until planting.

3.96 MISCELLANEOUS MATERIALS

a. Topsoil:

Provide topsoil that is:

Natural surface soil from well drained areas, fertile, friable, and free of weeds, typical of productive, cultivated top soils of the locality.

Not excessively acidic, alkaline (pH 5.5 to 7.0), nor containing toxic substances.

Without admixture of sub-soil and reasonably free of clay, stones, stumps, roots, other similar substances one half inch (1/2") or more in diameter, or any other object which may be a hindrance to the finish grading operation.

b. Prepared Planting Mix:

Soil used for planting shall be free from sticks, roots, stones, or other extraneous material detrimental or injurious to plants. Particular care should be taken to remove pieces of mortar, cement, wood, and other similar remains of construction from all planting areas.

Soil used for planting mix shall be as follows: One-third (1/3) approved topsoil, one-third (1/3) Florida peat, and one-third (1/3) clean D.O.T. sand.

“Diehard Transplant” or approved equal for trees and shrubs and “Diehard Palm”, or approved equal, for palms, mycorrhizal inoculants as manufactured by Horticultural Alliance, Inc., (800) 628-6373, or approved equal shall be incorporated into all planting pits, back fill and planting beds at the manufacturer’s recommended rates and in conformance with their approved methods.

Mixing of the backfill mix will be out of the pit or bed by approved mechanical methods. The resultant shall be an even mixture which will be hand-shoveled into place.

- c. At the awarded Bidder(s)’s expense, samples of existing on-site soils will be submitted to a certified testing laboratory for analysis as to the suitability of the planting mix specified herein to obtain a pH of 5.5 to 6.5. The findings, together with any recommendations for amending the specified planting mix shall be reviewed and approved by the City’s representative prior to delivery and installation of plant materials on-site.

At the awarded Bidder(s)’s expense, soil amendments shall be added to any soil used for planting, including planting beds and plant pits, in the amount and manner prescribed by a soil analysis. Results from soil analysis and a list of the prescribed amendments shall be presented to the City’s representative prior to incorporating into the soil.

The awarded Bidder(s) shall be responsible for providing adequate acceptable soil to prepare the planting mixture. The awarded Bidder(s) is responsible for supplying and mixing soil amendments, and moving the planting mixture to the plant pits and beds.

- d. Fertilizer:
Provide a complete commercial fertilizer mixture complying with the laws of the manufacture regulating the sale and manufacture of fertilizer in the State of Florida.

Agriform Tablets - Agriform tablets shall be Agriform twenty-one (21~gram tablets, slow - release, 20-10-5 analysis) or an approved equal.

Provide as specified by the Agricultural Soils Testing Laboratory test report and described in this Section.

- e. Peat/Humus: Provide peat/humus consisting of:
Peat shall consist of 90% organic peat and shall be suitable for horticultural purposes.

Peat shall be brown in color, clean, low in content of mineral and woody material, pH 4 to 5, and shall be shredded into particles not larger than one-half inch (1/2") in diameter.

Peat shall contain no more than 35% moisture, the ash content cannot exceed 10%, and must be free from weedy grasses, sedges, rushes, or mineral matter harmful to plant growth.

- f. **Mulch for Planting Areas:**
All mulch to be used in planting areas shall be "FLORIMULCH", or approved equal, as manufactured by Forestry Resources, Inc., (800) 986-4678.
- Prior to delivery, mulch shall have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry as being free of Burrowing Nematodes. All proofs of delivery shall bear an official State of Florida stamp of inspection and certification.
- Mulch shall be made entirely from the wood and bark of a Cypress tree. It shall not contain more than 10% by volume bark. Shreds and chips shall not be larger than three-quarter inch ($\frac{3}{4}$ ") diameter, and one and one-half inches ($1\frac{1}{2}$ ") in length. Mulch shall be free of weed seeds, soil and any other organic or inorganic material.
- Mulch shall be applied to a minimum compacted depth of three inches (3") in planting beds and around trees. Mulch shall taper down to soil level at the base of trees and shrubs.
- During processing, raw materials shall be stacked and stored in curing piles for a period of no less than 120 days.
- g. **Dolomitic Limestone:**
Ground limestone containing not less than eighty-five percent (85%) of total carbonate, and ground to such a size that fifty percent (50%) will pass through a 100-mesh sieve, and ninety percent (90%) will pass through a 200-mesh sieve.
- Coarser materials will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
- h. **Aluminum Sulfate:** Shall be a recognized manufacturer's standard commercial grade.
- i. **Anti-Desiccant:** "Wilt-Pruf", "Dowwax", "Foilgard", or approved equivalent delivered in manufacturer's containers.
- j. **Stakes for Guying Trees:** As detailed on the Bid Form.
- k. **Tree Wrapping:** First-quality, heavy-waterproof crepe paper manufactured for tree wrapping.

PART 3 - EXECUTION

3.97 INSPECTION

All scaled dimensions are approximate. Before proceeding with any work, carefully check and verify all dimensions and quantities, and immediately inform the City of any discrepancies between the drawings, specifications, and actual conditions. Do not do work in any area where there is a significant discrepancy until approval to proceed has been received from the City.

Verify that fine grading has been completed and there are not errors which will result in poor application or cause latent defects in fine grading and sodding.

Accept job site elevations at plus or minus two/tenths (± 0.2) of a foot from finish-grade elevations.

3.98 PREPARATION

a. Preparation for Planting:

Weeding: Dig out all weeds and grasses by the roots and dispose of off-site in accordance with the City of Palm Beach Gardens Code. Grasses not of the perennial type less than two and one-half inches (2-1/2") high and not bearing seeds, may be turned under. Perennial weeds and grasses are to be removed. Also, remove other noxious or invasive weeds encountered on the site.

Loosen rough-graded material by roto-tilling to a depth of four inches (4"), and re-grade to maintain proper elevation.

Remove all stones over one-half inch (1/2") in size, rubbish, and all other extraneous matter.

b. Layout and Spacing:

Layout areas for multiple plantings and stake locations for individual trees and shrubs. In the event that underground utilities or other obstructions are encountered during planting, relocate and replant materials at alternate locations as directed by the City's representative.

Obtain approval for all locations, spacing, and/or orientation prior to planting, and make adjustments as directed, if necessary, to achieve project design objectives.

When plant material is spaced in rows, verify total dimension and space plants equally within the designated areas. Adjust quantities as required. Rows shall be parallel to curbs.

Where plant material is indicated in a "loose" pattern, space the material as indicated on the drawings or as directed, maintaining the spacing constant with proper consideration for trees, sprinkler irrigation patterns, light standards, and other features on the drawings or as directed.

Space ground cover material triangularly in straight rows at the spacing indicated on the drawings or as directed.

Set shrubs, those are to be located adjacent to walks or sod edges, back from edges the "on center" dimension of the individual shrub.

When specimen trees are to be planted prior to construction of finish grades, use a surveyor to locate position and finish-grade relationship to top of root ball.

c. Fine Grading Verification:

Verify that all lawn and planting areas have been graded to a smooth, even, and uniform plane with no abrupt change of surface.

Verify that lawn and planting areas have been graded to provide positive surface drainage in all areas.

Do not work soil when moisture content is so great that excessive compaction will not occur nor when it is so dry, dust will form in the air.

Apply water, if necessary, to provide ideal moisture for filling and for planting, as herein specified.

Properly grade low spots and pockets to drain to established drainage structures.

The awarded Bidder(s) shall be required to re-establish any grades impacted as a result of the Work.

The awarded Bidder(s) shall re-establish grade levels where settlement, erosion, or other grade changes occur from the point in time when the respective area is turned over to the awarded Bidder(s). This awarded Bidder(s) shall adjust grades, as necessary, to provide positive drainage.

d. Fertilizing:

Remove or redistribute excess soil before application of fertilizer. Make allowances when establishing finish grades for earth excavated from planting pits and mulch.

Provide fertilizing applications as prescribed by Agricultural Soils Laboratory tests and recommendations.

For all shrubs and trees, place agriform fertilizer tablets (at specified rates) in the root zones, six to eight inches (6"-8") below the finish grade of the soil, no greater than four inches (4") away from the root ball. Verification of tablet placement will be required during final review.

e. Liming:

Immediately following or simultaneously with the incorporation of the fertilizer, distribute lime uniformly at a rate determined by tests and incorporate into the soil to a depth of at least one inch (1") by disking, harrowing, or other accepted methods.

Do not apply lime under trees.

f. Diehard Application:

Mix product with backfill in the top eight to ten inches (8"-10") of the planting pit adjacent to the root ball for plants larger than three (3) gallon size, and four to six inches (4"-6") for plants three (3) gallon size and under, making sure the product is in contact with the root ball.

- g. Pre-Emergent/Post-Emergent Herbicide: For weed and grass control, apply an approved pre- and post-emergent herbicides to all shrub, ground cover, and mulch beds.

3.99 PLANTING

- a. General:

All plant material shall be reviewed and receive initial approval from the City prior to its delivery to the job site, as deemed necessary, by the City.

The approval methods shall be by nursery site visits or by photographs submitted by the awarded Bidder(s) to the City's representative as required under "Submittals". All photographs of plant material shall include an appropriate scale element adjacent to the individual plant. In the case of large quantities of trees or shrubs, photographs should be of representative specimens of each plant species and size.

All photographs shall be digital, in color, and provided to the City electronically.

Approval of plant materials at this stage will not constitute final approval. Final approval for all materials will be given only at the time of Final Acceptance by the City.

Do not do any planting until all operations involved with the installation of the irrigation system have been completed, final grades have been established, and the planting areas have been properly graded and approved.

The relative position of each tree and plant is subject to approval by the City, and shall, if necessary to achieve project design objectives, be relocated as directed and at no additional cost to the City.

Remove each plant from its container and plant in such a manner that when settled, it will bear the same relation to the constructed finished grade as it bore to the grade in the container before being transplanted.

- i. Filling will not be permitted around trunks and stems.

- ii. Cut and remove all wire and nylon rope used on root ball.

- iii. Backfill procedure:

Tamp firm, prepared plant mix placed into plant pits;

Form a shallow basin around plants to hold enough water to saturate the root ball and prepared plant mix; and

Maintain tree saucers until final acceptance.

- iv. Thoroughly water plants using a slow-soak technique immediately after planting. Rake all basins around trees away from root ball before sodding or mulching.

- v. Pruning shall be done in a manner complying with standard horticultural practices and shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for the loss of roots during transplanting. Pruning shall not result in the removal of one-third (1/3) of the branching structure or more, nor shall pruning result in alterations to the basic plant structure. Broken or damaged roots shall be cut off smoothly.
- vi. Hand watering:
Awarded Bidder(s) shall be responsible for supplemental hand watering of trees and shrubs irrigated on an as-needed basis, but not less than three (3) times weekly, until determined by the City. Each time plants are watered, they shall be watered completely using a slow-soak technique, saturating the root ball to its full depth.
- vii. Place mulch between and around specified trees and all shrubs within five (5) days after any planting.
- viii. For individual trees outside of planting beds, spread mulch to cover the saucer area.
- ix. When in place, water mulch thoroughly.

- b. Planting Trees:
Maintain plants in nursery containers, or properly heeled-in, until time for transplanting.

Handle all plants by earth ball or container only. Handling by the plant itself will be cause for rejection.

Layout areas and set stakes for trees at locations indicated on drawings or as directed by the City's representative. Secure approval from City's representative before excavating pits. Make necessary adjustments as directed.

Specimen trees to be planted prior to construction of finish grade shall be located by surveyor for position and relationship of top of root ball to finish grade.

Dig each plant pit twice the diameter and the exact depth of the tree root ball. When hardpan or muck is encountered, break through to clean sand and backfill with prepared backfill as directed by the City's representative. Loosen compacted soil at sides and bottom by scarifying, or other method approved by the City's representative. Set tree to finish grade and fill the pit with prepared soil, progressively settling the soil about the root ball by water jetting and flooding to remove voids.

Excavation of plant pits located within five feet (5') of utility lines shall be performed by hand.

Set trees in center of pits in a vertical position so that crown of balls will be three inches (3") above finish grade after allowing for watering and settlement.

Prepare watering basin same width as tree plant ball. Water thoroughly immediately following planting. Backfill all voids which develop with additional prepared planting soil to bring to finish grade. All basins shall remain in place following final inspection by City.

If burlap containing synthetic materials is used, the burlap is to be completely removed and properly disposed of.

Fill all tree pits with water to test proper drainage percolation prior to planting.

Excavate pits which are found to be inadequately draining to a depth sufficient for proper drainage and backfill with course sand.

No allowances will be made for plants lost due to improper installation and drainage.

Backfill with prepared planting mix.

All trees and palms shall be staked according to the drawings or as directed by the City's representative. Staking is not at the discretion of the awarded Bidder(s). Staking requirements may only be waived by written permission from the City.

- c. **Bed Preparation for Shrubs and Ground Cover Planting Areas:**
Remove all existing grass including roots and other vegetation (by mechanical methods), construction debris, lime rock, etc., and any soil which would be deleterious to plant growth completely. Awarded Bidder(s) shall remove unwanted materials from project site and dispose of in accordance with the City of Palm Beach Gardens Code.

For all areas to be planted with shrubs and ground covers, provide a six-inch (6") depth of prepared planting mix over entire planting bed, and till into bed in three-inch (3") lifts. Hand digging will be required in areas where mechanical means would cause damage to underground utilities. Vertical drill, if necessary, through compacted sub grade to ensure drainage in beds.

- d. **Planting of Individual Shrubs:**
Plant individual shrubs in pits at least twelve inches (12") greater in diameter than their root ball and at least six inches (6") deeper than the bottom of the ball. Loosen soil at bottom of pit. Fill pit with prepared soils to the bottom of the ball. When the plant has been properly set, fill the pit to the finish grade with prepared soil, and thoroughly settle by tamping and watering. Remove all vines from stakes, untie, and securely fasten to the wall, fence, or other surface next to which they are planted in a manner approved by the City.

Prepare a water basin as wide as the plant pit at each plant. Water thoroughly and backfill voids with additional prepared planting soil.

- e. **Planting Ground Cover:**
Space ground cover plants as shown in schedule on drawings.

Moisten ground cover areas prior to planting. Do not set plants in dry soil.

Do not allow rooted plants to dry out before or while being planted.

Wilted plants will not be accepted.

Plant rooted cuttings sufficiently deep to cover all roots.

Ground cover plants that have been grown in liners are to remain in liners until time for transplanting.

At time of transplanting, the soils are to contain sufficient moisture so that it does not fall from the roots when plants are lifted from the liners.

Plant each plant with its proportionate amount of soil in a manner that will insure a minimum of disturbance to the root system.

At time of planting, firm up the earth around each plant sufficiently to force out all air pockets.

Use alternate procedures in the planting of ground covers, only when approved by the City.

After all planting is complete, top-dress all ground cover areas with three inches (3") of mulch.

3.100 FIELD QUALITY CONTROL

- a. The awarded Bidder(s) shall notify the City at least two (2) days in advance so that the following minimum observations can be made as the work progresses:

Conditions prior to finish grading and soil preparation.

Conditions upon completion of finish grading and soil preparation.

Plants, after delivery to site and prior to planting.

When vines, shrubs, and trees are spotted or staked for planting prior to excavation of planting holes.

Specimen trees at nursery source before delivery to on-site location.

Lawn areas prior to sodding.

Specimen trees for condition, upon delivery to job site, and for positioning progressively as work is completed.

3.101 MAINTENANCE AND ADJUSTMENT

a. Maintenance:

Begin maintenance immediately after planting: Continuously protect all areas including lawn areas, plant materials, supports, etc., until Final Completion of the Work as determined by the City. Maintenance shall consist of, but not limited to, weeding, fertilizing, mulching, pruning, watering, and maintenance of staking and water saucers.

Maintain trees, shrubs, ground covers, and other plants until Final Completion approval by the City.

Spraying and dusting:

During the maintenance period, and grow-in period, perform all seasonal spraying and dusting of trees and shrubs.

Use materials and methods in accordance with the highest nursery standards and practices and as directed the City's representative.

b. Adjustment:

If planting should occur after lawn preparation, provide proper protection at lawn areas and promptly repair all damage resulting from planting operations.

Provide other adjustments as follows:

Re-sod areas, where necessary, for full and even coverage.

Re-grade, lightly compact, and replant around sprinkler heads, where necessary, to maintain proper vertical positioning in relation to general grade.

Fill all depressions and eroded channels with sufficient soil mix to adjust grade to assure proper drainage. Compact lightly and replant the filled areas in accord with Contract Documents.

3.102 CLEAN UP

a. Clean Up:

During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.

Protect plants from damage due to landscape operations, operations by other awarded Bidder(s) and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged planting.

Keep all planted areas free of debris, weeds, and insects. Cultivate, weed, and water until Substantial Completion of the work or as directed by the City's representative.

Upon completion, remove all excess subsoil, cordage, wrappings, and other extraneous materials from the site.

Remove all tools, equipment, and other materials, except those necessary, for maintenance work.

Remove litter or other debris occurring from maintenance operations.

3.103 ACCEPTANCE

Inspection of the entire project shall be made upon written request of the awarded Bidder(s).

A Substantial Completion inspection shall be conducted with all deficiencies noted and given to the awarded Bidder(s) as a list of items to be corrected. Final Completion acceptance will not be issued until all punch list items have been completed and a re-inspection by the City's representative is done.

For the purpose of establishing an "Acceptance" standard, all plant material shall be healthy, well-rooted, evenly colored, viable, and free of weeds and disease.

Perform other operations necessary to complete maintenance and ensure that plants are healthy, vigorous, visually pleasing, and undamaged.

Perform all maintenance tasks as specified in this section.

Final acceptance cannot be issued until the entire project, not just work related to this section, is complete.

Once the re-inspection for compliance with the punch list requirements has been conducted and barring any new deficiencies being noted during the re-inspection, the thirty (30) day grow-in period will begin, exclusive of possible replacement of plant material subject to warranty.

If any deficiencies of requirements exist, they will be noted in writing.

At the end of the thirty (30) day grow-in period, the City will issue Final Acceptance and the City will assume all responsibilities for maintenance of landscape work. The awarded Bidder(s) is responsible for all maintenance as specified in this Section until the date of Final Acceptance.

Awarded Bidder(s)'s responsibility for maintenance (exclusive of replacement within guarantee period) shall terminate on date the entire project has received Final Acceptance by the City's representative according to the conditions of the Contract Documents.

At the conclusion of the warranty period, an inspection will be made to determine the condition of warranted plant material.

Remove all plant material noted as not being in a healthy-growing condition.

At no additional cost, replace plant material during the following planting season with material of like kind and size, in accordance with specification for original plant material.

Warranty period also applies to replaced material.

Remove all tree staking and guys and dispose of the material off-site.

3.103 GUARANTEE AND REPLACEMENT

Trees, Shrubs and Groundcover

- i. All trees, shrubs and groundcover shall be established or exhibit signs of being established at the end of the thirty (30) day grow-in period or the plant material shall be removed and replaced at no additional cost to the City. Plant material installed by the Awarded Bidder(s) shall be warranted in writing for a period of one (1) year from the date of final acceptance.

SUB-SECTION H - DIRECTIONAL BORE

PART 1 - GENERAL

3.104 SCOPE OF WORK

Work included in this section consists of furnishing all equipment, materials, and labor required for the installation of complete bore casings, and all appurtenances.

3.105 GOVERNMENTAL AGENCIES

All work shall conform to applicable standards of the Florida Department of Transportation.

3.106 SUBMITTALS

The awarded Bidder(s) shall submit shop drawings of all casings, pipe, and pipe fittings to be used for construction.

3.107 MEASUREMENT AND PAYMENT

Measurement and payment will be based upon work completed and accepted in accordance with the plans and specifications. No separate payment will be made for excavation, trenching, backfilling, leakage tests, or other incidental items of work not authorized by the City, in writing, as extra work.

3.108 WARRANTY

The awarded Bidder(s) shall warranty all materials and equipment furnished and installed, and all work performed for a period of 12 months from the date of Final Completion. The awarded Bidder(s) shall guarantee that the completed system is free from all defects due to faulty materials or workmanship, and the awarded Bidder(s) shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

PART 2 - PRODUCTS

3.109 MATERIALS

- a. The casing pipe shall conform to ASTM A-139 Grade B, Latest Revision. Casing specifications shall conform to the Florida Department of Transportation:

Florida Department of Transportation - Composition and Strength - All casings shall conform to the appropriate strength and composition requirements set forth in the main body of the utility accommodation guide and to the following additional requirements.

All encasement pipes shall be new and of round, smooth wall, leak proof construction.

- b. All casings shall conform to the following minimum thickness requirements:

Nominal Outside Diameter - inches	Minimum Wall Thickness - inches
$\frac{3}{4}$ "	0.113"
1"	0.133"
1 $\frac{1}{4}$ "	0.140"
1 $\frac{1}{2}$ "	0.145"
2"	0.154"
4"	0.188"

- c. Awarded Bidder(s) shall size casing as per the quantity and size of conduits shown on the contract drawings or as directed in writing by the City.

PART 3 - EQUIPMENT

3.110 GENERAL

In keeping with the overall objective of this guide, this Section is intended to set forth guidelines in the area of equipment solely to prevent unnecessary stoppages and subsequent damage to the roadway.

All equipment used in the execution of work shall have the built-in capacity, stability and necessary safety features required to fully comply with these Specifications and the Florida Department of Transportation's guidelines without showing evidence of undue stress or failure.

It shall be the responsibility of the Awarded Bidder(s) to assure that the equipment to be used in the crossing operation is in sound operating condition. Backup equipment may be required where job site conditions indicate that severe damage to the roadway or a hazardous condition may result in the event of an equipment breakdown and where the condition of the equipment to be used indicates that routine component replacement or repair will likely be necessary during the crossing.

- a. Auger Power Units - Power units providing rotational force to the cutting head and/or the auger used to remove spoil material as the bore progresses, may also provide power for jacks used to push the casing. Power units shall be in proper operating condition and shall have sufficient power to satisfactorily complete the proposed crossing according to the manufacturer's recommendations.

- b. Augers - Screw-type steel drive tubes or shafts with one male end and one female end for coupling and welded steel flighting (threads).
 - i. Auger shafts shall be straight and otherwise undamaged.
 - ii. Flighting shall be undamaged and securely welded to the body of the auger shaft and be continuous with no gaps from end to end of each auger section.
- c. Cutting Heads - Boring attachment fastened to leading end of first auger section equipped with special teeth, bits, blades, chippers or cutters used to cut or chip away rock or hard soils in advance of auger.
 - i. Cutting heads shall be undamaged and have no missing or broken teeth or bits.
 - ii. Pinned or hinged wing cutters must be constructed in such a manner as to ensure over-boring does not exceed limits specified.
- d. Auger Tracks - Supports boring machine and provides line and grade control.
 - i. Tracks shall be straight and otherwise undamaged with no broken welds.
 - ii. Tracks shall be constructed so as to remain rigid at joints and allow no appreciable flexing as power unit passes.
- e. Jacks - Hydraulic, mechanical, or manual power units providing horizontal thrust for pushing casing or carrier pipe. Units shall have sufficient power to satisfactorily complete the proposed crossing according to the manufacturer's recommendations.

Hydraulic - Shall be in sound operating condition. Hoses shall not be cracked or split; all couplings and fittings shall be tight and entire system reasonably free from leaks. Hydraulic cylinder rods should be clean and smooth to prevent damage to cylinder seals.

Mechanical - Includes manual and power drivers, ratchet type jacks, winch and pulley systems. All mechanical jacking systems shall be in sound operating condition with no broken welds, excessively worn parts, and broken teeth, badly bent or otherwise misaligned components. All ropes, cables, clamps and other non-mechanical but essential items shall be in sound condition.
- f. Other - Devices of systems for providing horizontal thrust other than those previously defined in the preceding Sections shall not be used unless approved for use by the City prior to commencement of work. Consideration for approval will be made on an individual basis for each properly permitted crossing. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the crossing satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the job.

Jetting or water sluicing methods, jetting with compressed air, or boring or tunneling devices with vibrating type heads that do not provide positive control of line and grade shall not be allowed.

- g. Anchors and Braces - The boring base or deadman must be sufficiently strong to withstand the pressures generated by the boring unit throughout the boring operation without appreciable movement or deformation.
- h. Dewatering Equipment - Equipment used to evacuate ground and surface water from boring and receiving pit areas and along path of proposed bore.
 - i. Pump - Shall be in proper operating condition and of sufficient capacity to satisfactorily dewater the pit and bore areas under the conditions of the particular job.
- i. Horizontal Boring Equipment - Equipment shall include locking devices, surveying instruments, power plants, hydraulic motors, and attachments as well as mud mixing units and related equipment.
- j. Other Equipment - Any equipment used on the job that has not been defined and covered previously in this Section must be in proper working order and otherwise conform to the requirements as outlined under Equipment - General, at the beginning of the Section.

3.111 SHIPPING, HANDLING AND STORAGE

Special care in handling shall be exercised during delivery, distribution, and storage of pipe to avoid damage and setting up stresses. Damaged pipe will be rejected and shall be replaced at the Awarded Bidder(s)'s expense. Pipe and specials stored prior to use shall be stored in such a manner as to keep the interior free from dirt and foreign matter.

PART 4 - PERSONNEL REQUIREMENTS

3.112 GENERAL

A responsible representative of the awarded Bidder(s) must be present at all times during all crossings. A responsible representative as specified herein is defined as a person experienced in the type of work being performed and who has the authority to represent the awarded Bidder(s) in a routine decision making capacity concerning the manner and method of carrying out the work.

PART 5 - INSTALLATION

3.113 GENERAL

- a. Erection or Installation of Appropriate Safety and Warning Devices - Erection or installation of appropriate safety and warning devices shall be completed prior to beginning work.

Subsurface Soil and Drainage Investigation - In general, the greatest influences on the success or failure of an underground crossing are the existing subsurface soil and water conditions. To correctly plan individual crossing procedures such as dewatering, use of

cutting heads, positioning of auger within the casing and to accurately locate potential problem areas, subsurface investigation must be made by the awarded Bidder(s).

Dewatering - Evacuation of ground and surface water from jacking and receiving pits and from path of proposed crossing. Where the ground water level is above the invert of the proposed crossing, dewatering is necessary to reduce the water level to below invert of the proposed crossing, and must be designed, installed, and in operation prior to beginning the crossing as follows:

Except where rock is present throughout the length of the bore and no likelihood of sand pockets exists.

Where the existing ground water level and particular soil type involved indicates that excessive flow back of spoil material as the boring progresses is likely.

Equipment Set Up

- i. Aligning and leveling of auger tracks - To properly control line and grade during the crossing operation, it is imperative that the tracks be rigidly set to the predetermined level and alignment requirements of the job. Control should be ensured by the use of appropriate Electrical Engineering instruments.
- ii. Auger and casing section lengths should not be under, or within three (3) feet of any roadway pavement when the crossing operation is halted to joint new auger and casing sections. As an exception, in areas where obstructions will not allow continuous operations under paved areas as stipulated in this Section, all preparations for adding additional casing and augers should be made prior to stopping under the pavement and the joint made as quickly as possible.

Crossings made by closed end jacking method or crossings made in materials other than loose unstable soils are not subject to the provisions of this Section.

- iii. Methods of Reducing Skin Friction - Friction between the outer surface of the casing and the surrounding soil may be reduced by increasing the diameter of the casing hole by no more than three-quarter inch (3/4") greater than outside diameter of casing itself.
- iv. Relationship between auger or cutting head to leading end of first casing section. The leading end of the first casing section shall be straight cut ninety degrees (90°) to the centerline of the casing and the distance between the back of the cutting head or leading edge of the first bare auger section, to the leading end of the casing shall be as follows under the appropriate soil condition.

Rock - On crossings made through solid rock, where the cutting head must precede the casing, the space between the back of the cutting head and the end of the casing shall be limited to the clearance necessary to allow the cutting head to function without coming in contact with the end of the casing. In areas where sand pockets may be encountered the cutting head must be construction so that

it can be retracted into the casing, to within the limits specified in this Section for the particular material encountered.

- b. Hard pan, clay, hard sand-clay and stable cohesive soils - As in rock, the cutting head should normally precede the casing, but the type cutting head used must allow no more than two inches (2") between the back of the head and the leading end of the casing. Cutting heads with cylindrical, pointed chippers designed for use in solid rock shall not be used.
- c. Loose unstable soil - The distance between the leading end of the first auger section and the leading end of the casing shall be as necessary to maintain a solid plug of spoil material inside the forward portion of the casing. For casing diameters eight inches (8") or greater, the minimum space between the leading end of the auger, or cutting head as allowed below, and the leading end of the casing shall be no less than one-half (1/2) the casing diameter. However, the setback shall be increased if necessary to prevent undue flow back of the spoil material. No setback is required for casing diameters less than eight inches (8").

Cutting heads may be used only where the subsurface investigation report or other reliable information indicates the likelihood of encountering very hard soil strata, rock or other obstructions such as tree stumps; and it is determined prior to beginning work that the area of difficulty may be passed by the use of an appropriate cutting head. The cutting head shall remain inside the casing as outlined above except during the passage of such obstructions.

On large diameter jacked crossings where clean out of the bore is accomplished by special digging machine or by hand, the distance between the leading end of the casing and the actual cleanout operation shall be no less than that necessary to ensure that voids will not form around the outside of the casing. The use of tunnel liners will be allowed only where the installation method and soil conditions ensure that voids will not be formed around the outside of the liner during installation.

Auger size and spacing - The leading auger section used in conjunction with a cutting head must be full-sized having an outside diameter not less than the inside diameter of the casing less the amount needed to provide the minimum working clearance necessary. In no case shall the auger diameter be less than one-half inch (1/2") smaller than the inside casing diameter unless some other positive means of restricting the movement of the cutting head as previously required is assured. Less than full-sized augers that are large enough to remove spoil satisfactorily will be allowed when the auger is not used in conjunction with a cutting head and is to remain within the casing at all times, except as follows:

Crossing Conditions	Minimum Length in Feet of Full Sized Auger from Leading End of Casing
Rock	0

Hard-pan, clay, hard sand-clay	(dry)	0*
	(wet)	20
Stable cohesive soils	(dry)	0
	(wet)	20
Loose unstable soils	(dry)	20
	(wet)	40

Crossings requiring dewatering are to be considered as wet in the above table.

*Full sized augers are not required if lateral movement of the cutting head has been otherwise restricted in a satisfactory manner.

Length - Casings shall be of sufficient length to extend under all pavements and in no case shall the end of the casing be closer than four feet (4') (eight feet (8') preferably) from the pavement edge including paved shoulders, or two feet (2') from back of curb plus additional length as necessary to extend to the excavated slopes of the jacking and receiving pits. The ends of casings under limited access facilities and all casings for flammable materials shall be no closer to the pavement edge (including paved shoulders) than the toe of the front slope.

- d. Couplings - Couplings shall be tight, tack welded if necessary and sufficiently rigid (no noticeable movement in joint) to prevent misalignment during driving or pushing operation. Tack welding of couplings is only required where necessary to ensure the integrity of the joint.

Coupling thickness shall be such that the overall casing diameter is increased by no more than three-quarter inch (3/4") total. All couplings shall be leak proof.

- e. Drilling Fluids - If drilling fluids are used to lubricate the auger and facilitate the removal of cuttings, they shall consist of a mixture of water and gel-forming colloidal material such as bentonite, or a polymer surfactant mixture producing slurry of custard-like consistency.

Plain water may be used if appropriate under the conditions outlined in this exhibit.

- f. Shoring and Bracing Materials - Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition and timbers shall be sound, free from large or loose knots and of proper dimensions, as required by OSHA regulations.

- g. Crossing Operation – As directed by the City, stated in the Contract Documents or both.

- h. Equipment Breakdowns or Other Unforeseen Stoppages - If forward motion of the casing is halted at any time other than for reasons planned for in advance (addition of casing and auger sections, etc.) and prevention of voids under paved areas cannot be assured, the casing must be filled with concrete by pressure grouting as soon as possible and abandoned. If removal of the augers from a casing to be abandoned will allow voids to form under paved areas at the casing head, the augers must be abandoned also.

When an obstruction is encountered that cannot be passed or an existing utility is damaged, cutting of the pavement for inspection will be approved by the City's representative, when consideration of all pertinent facts indicate that such action would offer the most practical solution to the problem for all parties concerned. Any such authorized pavement opening shall be repaired according to the standard industry practices and approved by the City.

3.114 UNIT PRICES

The City may elect to award some or all of the items listed in the Pricing Schedule. Final payments will be based on actual unit items installed during each project. The City may negotiate additional items not listed as it relates to each project.

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: ITB2016-063PS

Title: Landscape and Irrigation Products and Services

Due Date and Time: Friday, July 29, 2016 @ 3:00PM

Name of Bidder

SECTION 4

PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall insert the prices and rates being offered to the City in the Excel workbook that is attached to this Solicitation as Exhibit A – Pricing Schedule.

DO NOT CHANGE THE FORMATTING OR PASSWORD-PROTECT THE PRICING SCHEDULE.

Each Group is on a separate tab at the bottom of the Excel workbook. The formulas are already inserted, and the Bidder only needs to insert its price.

NOTE: The City reserves the right to reject any Bid that modifies the Excel workbook (Pricing Schedule) in such a way as to change the format, description, formulas, quantities, or in any way whatever, that makes it difficult for the City to evaluate offers and make a proper “apples-to-apples” comparison.

4.2 GROUPS

The Groups are designated as follows:

Group A - Trees

Group B - Shrubs and Ornamentals

Group C – Turf and Mulch

Group D - Irrigation

Group E - General

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit
- e. Trench Safety Affidavit
- f. Sample Performance Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE
- g. Sample Payment Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE
- h. Sample Letter of Credit Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-awarded Bidder(s), 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

- c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the City or any person interested in the proposed contract.
- d. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2016, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRENCH SAFETY AFFIDAVIT

_____ (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by

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

Presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2016, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance

of the contract price”, as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2016.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2014, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2014.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:

{Name of Corporation} _____
{Address} _____
{City, State, Zip} _____

BENEFICIARY:

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

FOR U.S.D. \$ _____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF PALM BEACH GARDENS, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF PALM BEACH GARDENS CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON

PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____
{Address} _____
{City, State, Zip} _____
ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____
 {Name} _____
 {Title} _____

SECTION 8 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the City of Palm Beach Gardens, a Florida municipal corporation (“City”), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Invitation to Bid No. _____, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. _____, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email:
- ii. with a copy to: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email:
- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL] CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

SECTION 9
EXHIBITS

1. Exhibit "A" – Pricing Schedule (in Excel format).

SECTION 10
SOLICITATION SUMMARY

The City of Palm Beach Gardens
Purchasing Department

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Proposal Number: ITB2016-063PS

Title: Landscape and Irrigation Products and Services

Due Date and Time: Friday, July 29, 2016 @ 3:00PM

Name of Proposer: _____

Address: _____

Contact Person: _____

Bid Amount(s): Group A - Trees: _____

 Group B - Shrubs/Ornamentals: _____

 Group C - Turf/Mulch: _____

 Group D - Irrigation: _____

 Group E - General: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Palm Beach Gardens.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM

Addendum No. 1

DATE: July 5, 2016

TO: All Potential Bidders
SOLICITATION NO.: ITB2016-063PS
TITLE: Landscape and Irrigation Products and Services
OPENING DATE: FRIDAY, JULY 29, 2016 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a potential Bidder and the response is provided as shown.

Question: What is the estimated budget for this project?

Response: *Last year, the City spent approximately \$250,000 under the current contract. There are many variables, and projects may differ each year, but the City expects that the same amount of spend will be the average annual amount under the new contract.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM
Purchasing and Contracts Director



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM

Addendum No. 2

DATE: July 6, 2016

TO: All Potential Bidders

SOLICITATION NO.: ITB2016-063PS

TITLE: Landscape and Irrigation Products and Services

OPENING DATE: FRIDAY, JULY 29, 2016 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

Subsequent to the Pre-Bid Conference of July 6, the following additional information and clarification is provided.

1. Section 2.9, Examination of City facilities, is amended in part to read as follows:
"To coordinate site visitation and equipment inspections please contact the City's representative Richard Blankenship at 561.804.7035. "
2. A copy of the Pre-Bid Conference Sign-In Sheet is attached to this Addendum.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

***Km! Ra*, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

Attachment: Pre-Bid Conference Sign-In Sheet



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: July 13, 2016

TO: All Potential Bidders

SOLICITATION NO.: ITB2016-063PS

TITLE: Landscape and Irrigation Products and Services

OPENING DATE: FRIDAY, JULY 29, 2016 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

Please note the following changes:

Attached is a Revised Exhibit A – Pricing Schedule. Group A, Trees, and Group B, Shrubs and Ornamentals, have been combined into one Group (a new Group A, Trees, Shrubs, and Ornamentals), and the price offers (bids) for these items will be evaluated as one Group. The letterings for the other Groups have been adjusted, as appropriate.

To be considered for evaluation and award for the revised Group A, bidders must offer prices for all items listed under Trees, Shrubs, and Ornamentals. Bidders should use the attached Revised Exhibit A to submit their bids/offers for this Invitation to Bid. Offers made on the old Pricing Schedule may be rejected.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

***Km! Ra*, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

Attachment: Revised Exhibit A – Pricing Schedule



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 4

DATE: July 27, 2016

TO: All Potential Bidders

SOLICITATION NO.: ITB2016-063PS

TITLE: Landscape and Irrigation Products and Services

OPENING DATE: FRIDAY, JULY 29, 2016 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a potential Bidder, and the response is provided as shown.

Question: We are working on a bid for the Landscape and Irrigation Products and Services that is due this Friday July 29th at 3pm. I noticed on page 4 of the Trees section there is a line that says "FLORIDA THATCH (PHOENIX SYLVESTRIS)" but a Florida Thatch is not a Phoenix Sylvestris, they are 2 different palms. This also appears on page 4 of the Shrubs and Ornamentals. Do you want us to give the prices for Florida Thatch or Phoenix Sylvestris?

Response: *Please submit pricing for Phoenix Sylvestris.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

***Km! Ra*, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

Landscape Service Professionals Inc.

11820 NW 37th Street
Coral Springs, FL 33065

*** PLEASE NOTE OUR NEW
ADDRESS**

QUOTATION

Quote Number: 2067

Quote Date: May 7, 2019

Page: 1

Voice: 954-721-6920

Fax: 954-721-6923

Quoted To:

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Customer ID	Good Thru	Payment Terms	Sales Rep
Palm Springs	6/6/19	Net 10 Days	

Quantity	Description	Unit Price	Amount
1.00	Village Complex Ballfields Install irrigation, tying into existing system per highlighted plan attached. Includes 4" mainline, sleeves, Toro controller, valves, quick couplers, Hunter rotors and pump station. By other: permit fees, power to pump and controller, cut/patch/remove/restore asphalt, remove existing pump, finish grade of field, sod restoration.	131,945.00	131,945.00

Subtotal	131,945.00
Sales Tax	
TOTAL	131,945.00

Authorized Signature: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Public Service

ITEM 6.10: Approve Wastewater Gravity Lines & Manhole Rehabilitation Contract - 1st Amendment (Renewal) - Piggyback - Public Service Department (FY 2020 Budget Funded - Proposed) – SAK Construction, LLC

SUMMARY:

The Public Service Department, throughout the year, has a need to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing piping as well as to make various sewer manhole repairs. These infrastructure vulnerabilities allow for infiltration and inflow (I&I) to enter the Village sewer collection system, increasing the cost of disposal through the Lake Worth Sub-Regional and Palm Beach County interconnects.

To ensure the lowest possible price, staff is recommending that the Village renew/amend our existing agreement (1st Amendment) with SAK Construction by continuing to piggyback off the current National Intergovernmental Purchasing Alliance (NIPA), an OMNIA Partner, extended contract award - May 1, 2020 - April 30, 2021.

Note: This selection by NIPA was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. 17-08 – March 9, 2017). The extended piggyback contract amendment (renewal) would provide the same pricing that the Village is currently receiving [All original bid documents provided during October 11, 2018, Council Meeting authorizing the initial piggyback contract with SAK Construction (RFP Trenchless Technology Rehabilitation and Related Products and Services - RFP No. 17-080) and are available in the Village Clerk's Office].

If approved, the Village would accept SAK Construction's pricing by amending (renewing) our existing agreement and continuing to piggyback the NIPA's extended contract including all terms, conditions, and pricing therein. The term of the proposed contract is set to expire on

April 30, 2021, and this is the first [of two (2) additional one (1) year] renewal option(s). The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed 1st amendment to the existing agreement has been prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, the Assistant Public Service Director, the Utilities Superintendent and the Finance Director.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2020 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed 1st Renewal to Agreement - SAK Construction

Approval to Piggyback - SAK Construction

National Intergovernmental Purchasing Alliance - Renewal Award Letter

National Intergovernmental Purchasing Alliance - Executed Contract

Original Executed Contract - SAK Construction

**FIRST AMENDMENT TO THE AGREEMENT FOR TRENCHLESS
TECHNOLOGY REHABILITATION AND RELATED PRODUCTS AND
SERVICES**

This First Amendment to the Agreement for Trenchless Technology Rehabilitation and Related Products and Services ("Agreement" hereafter) is made as of the _____ day of _____, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **SAK Construction, LLC**, 864 Hoff Road, O'Fallon, MO 63366, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with trenchless technology rehabilitation and related products and services on an as needed basis; and,

WHEREAS, the Region 4 Education Service Center through its competitive selection process awarded the Contract for Trenchless Technology Rehabilitation and Related Products and Services (RFP # 17-08) ("Region 4 Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the term of the Agreement is set to expire on April 30 2020; and,

WHEREAS, the VILLAGE and CONTRACTOR desire to renew the term of the Agreement through April 30, 2021 under the same terms and conditions and pricing set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through April 30, 2021, under the same terms and conditions as the base Agreement.
3. Entire Agreement. The VILLAGE and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Legal Effect. This Amendment shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Amendment is executed by the Mayor.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **SAK CONSTRUCTION, LLC**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of
Notary public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



SAKTM

Pipeline Infrastructure. Solved.TM

636.385.1000 *tel*
636.385.1100 *fax*

864 Hoff Road
O'Fallon, MO 63366

www.sakcon.com

March 14, 2020

Mr. Andy Klausner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Subject: CIPP Lining and Manhole Rehabilitation using OMNIA Partners Contract R170802

As a follow-up to our pricing proposal to the Village of Palm Springs dated March 5, 2020, SAK Construction, LLC (SAK) is issuing this correspondence to formally state that we will allow the Village of Palm Springs to piggyback our OMNIA Partners "Trenchless Technology Rehabilitation and Related Items and Services" Contract #R170802. This contract was issued to SAK following the competitive procurement under RFP #17-08, which was issued on February 1, 2017, responses received March 9, 2017, and award made to SAK on April 25, 2017. The effective dates of the initial three-year contract are May 1, 2017 – April 30, 2020, and the first of two (2) additional one-year renewals has been executed, extending the effective date to April 30, 2021. A copy of that first renewal is enclosed with this correspondence.

We appreciate the opportunity to work for the Village of Palm Springs Utilities Department again, and please contact me if you have any further questions.

Respectfully,

Charlie Kuhnmuensch
Vice President Business Development



October 30, 2019

Boyd Hirtz
Vice President & General Manager
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366
bhirtz@sakcon.com

Re: Renewal Award of Contract #R170802

Dear Mr. Hirtz:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that SAK Construction, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on March 9, 2017, and subsequent performance thereafter:

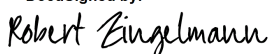
Contract

Trenchless Technology Rehabilitation and Related Products and Services

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or jessica.goforth@omniapartners.com.

The partnership between SAK Construction, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



SAKTM

Pipeline Infrastructure. Solved.TM



Request for Proposal
for
Region 4 Education Service Center
for
Trenchless Technology Rehabilitation and Related
Products and Services

Solicitation Number 17-08

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TAB 2	QUESTIONNAIRE (APPENDIX E)
TAB 3	COMPANY PROFILE (APPENDIX F) MARKETING PLAN RESUMES
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TAB 8	REQUIRED DOCUMENTS ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H) ACKNOWLEDGEMENT & ACCEPTANCE OF REGION 4 ESC OPEN RECORDS POLICY (PAGE 4)

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of March 9 **2017**, by and between SAK Construction, LLC and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Trenchless Technology Rehabilitation and Related Products Services*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_____**."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights**: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN,

its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

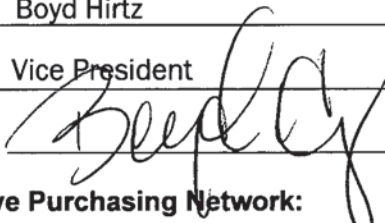
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

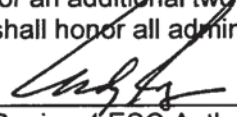
Prices are guaranteed: 120 days

Company name SAK Construction, LLC
Address 864 Hoff Road
City/State/Zip O'Fallon, MO 63366
Telephone No. 636.385.1000
Fax No. 636.385.1100
Email address bhirtz@sakcon.com
Printed name Boyd Hirtz
Position with company Vice President
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract May 1, 2017 to April 30, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

4/25/2017
Date

Andy Regis
Print Name

Margaret S. Bass
Region 4 ESC Authorized Board Member

4/25/2017
Date

Margaret S. Bass
Print Name

TCPN Contract Number R170802

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommends that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

SAK Construction, LLC
Vendor

Boyd Hirtz
Point of Contact

Vice President
Title

636.385.1013
Phone Number

bhirtz@sakcon.com
Email Address

Signature:  Date: 3/6/17

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| ☒ Alabama | ☒ Montana |
| ☐ Alaska | ☒ Nebraska |
| ☒ Arizona | ☒ Nevada |
| ☒ Arkansas | ☒ New Hampshire |
| ☒ California | ☒ New Jersey |
| ☒ Colorado | ☒ New Mexico |
| ☒ Connecticut | ☒ New York |
| ☒ Delaware | ☒ North Carolina |
| ☒ District of Columbia | ☒ North Dakota |
| ☒ Florida | ☒ Ohio |
| ☒ Georgia | ☒ Oklahoma |
| ☒ Hawaii | ☒ Oregon |
| ☒ Idaho | ☒ Pennsylvania |
| ☒ Illinois | ☒ Rhode Island |
| ☒ Indiana | ☒ South Carolina |
| ☒ Iowa | ☒ South Dakota |
| ☒ Kansas | ☒ Tennessee |
| ☒ Kentucky | ☒ Texas |
| ☒ Louisiana | ☒ Utah |
| ☒ Maine | ☒ Vermont |
| ☒ Maryland | ☒ Virginia |
| ☒ Massachusetts | ☒ Washington |
| ☒ Michigan | ☒ West Virginia |
| ☒ Minnesota | ☒ Wisconsin |
| ☒ Mississippi | ☒ Wyoming |
| ☒ Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No

- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: n/a

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: n/a

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: n/a

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: n/a

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐ Yes ☒ No

List certifying agency: n/a

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: n/a

4. Residency

Responding Company's principal place of business is in the city of O'Fallon State of MO

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Barb Marler

Title: Contract Manager

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1030 Fax: 636.385.1133

Email: bmarler@sakcon.com

Billing & Reporting/Accounts Payable

Contact Person: Alyssa Brown

Title: Accounting Manager

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1044 Fax: 636.385.1144

Email: abrown@sakcon.com

Marketing

Contact Person: Charlie Kuhnmuench

Title: Vice President Business Development

Company: SAK Construction, LLC

Address: 864 Hoff Road

City: O'Fallon State: MO Zip: 63366

Phone: 636.385.1017 Fax: 636.385.1117

Email: charliek@sakcon.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☒ Other Installation Contractor

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Choice Partners	Guaranteed qty. pricing	9/14/2017	\$1.5MM

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SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

Appendix F: COMPANY PROFILE

1. Company's official registered name.

SAK Construction, LLC

2. Brief history of your company, including the year it was established.

SAK Construction, LLC (SAK), formed in January 2006, is comprised of an experienced team, well-known in both the pipeline rehabilitation and tunneling industries. Our core pipeline rehabilitation focus is cured-in-place pipe (CIPP). Although a relatively new entity, SAK possesses the experience, expertise, and resources to operate a successful construction company, executing pipeline rehabilitation and tunneling work to the satisfaction of our customers.

Company Headquarters

Our approximately 115,000 square-foot headquarters, equipment fabrication, product manufacturing and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC	
864 Hoff Road	(636)385-1000 Telephone
O'Fallon, Missouri 63366	(636)385-1100 Fax

Capabilities

- Cured-in-place pipe lining – 6" to 96" diameter (sewer)
- Tunneling – 4 foot diameter to 32 foot arch
- Spiral Wound Technology (SPR) – installed in pipes 18" – 144" in circular, tear drop, square/rectangle or arch shapes
- Large Diameter Sliplining – 36" pipe and above
- Norditube water/pressure pipe lining
- Shotcreting, Grouting and Crack Sealing

Trenchless Experience

SAK Key Personnel have installed millions of linear feet of cured-in-place pipe, and managed the installation of tens of millions of linear feet of cured-in-place pipe. SAK's personnel are among the most experienced and well-known in the industry. SAK as a Company has installed over 8.5 million feet of CIPP liner since being formed in 2006.

Having formed the original Affholder company in 1968, Robert Affholder (SAK Vice Chairman) and Jerry Kalishman (SAK Chairman Tom Kalishman's father) purchased their first Insituform license in 1982. They subsequently bought five (5) additional licenses for a total of six (6) licensed geographies: Insituform Missouri, Insituform Central, Insituform Plains, Insituform Texark, Insituform Rockies, and Insituform Southeast. This combined company, Insituform Mid-America, grew to become the world's leading installer of Insituform, with sales of \$107 million in 1995 representing more than 40% of the total sales for Insituform Technologies, Inc. worldwide. Jerry Shaw (SAK President) and Boyd Hirtz (SAK Vice President) were both employed and heavily involved throughout this time as installers and project engineers. In October 1995, the merger of Insituform Mid-America, Inc. and Insituform Technologies, Inc. was completed. This put Bob Affholder in charge of all North American contracting for the corporation, Jerry Shaw became Vice President of Affholder, Inc. (tunneling) and Boyd Hirtz became a Vice President and General Manager in the central Midwest for Insituform (CIPP).

3. Company's Dun & Bradstreet (D&B) number.

019742368

4. Corporate office location.

864 Hoff Road, O'Fallon, MO 63366

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Charlie Kuhnmuench – Nationwide, based in St. Louis, MO (Headquarters)
Jack Boatman – Nationwide, based in Mobile, AL
Anthony Aderhold – Nationwide Strategic Municipal Markets, based in St. Paul, MN
Casey Smith – Pacific Region, based in San Francisco, CA
Steve Johnson – Pacific Region, based in Sacramento, CA
Brian Ackerman – Pacific Region (Project Manager with sales responsibility), based in San Antonio, TX
Cary Shaw – Central Region, based in Leawood, KS
Joe Huffman – Central Region, based in Kansas City, MO
Eamonn McGeady – Atlantic Region, based in Baltimore, MD
Clayton Washburn – Southeast Region General Manager (handles sales for this region), based in Nashville, TN

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

<u>HEADQUARTERS</u>	<u>CENTRAL</u>
Charlie Kuhnmuench, VP Business Development 864 Hoff Road O'Fallon, MO 63366 636.385.1017 charliek@sakon.com	Cary Shaw, Business Development Leader, Central Joe Huffman, Business Development, Central 864 Hoff Road O'Fallon, MO 63366 Cary – 636.233.9621, cashaw@sakon.com Joe – 816.590.8844, jhuffman@sakon.com
<u>ATLANTIC</u>	<u>TEXAS</u>
Eamonn McGeady, Business Development Manager 1405 Benson Court, Suite C Arbutus, MD 21227 443.297.1900 emcgeady@sakon.com	Brian Ackerman, Project Manager 816 Camaron Street, Suite 2.21 San Antonio, TX 78212 602.320.5081 backerman@sakon.com
<u>PACIFIC</u>	<u>SOUTHEAST</u>
Joe Feuerborn, General Manager 4253 Duluth Avenue Rocklin, CA 95765 916.644.1411 jfeuerborn@sakon.com	Clayton Washburn, General Manager 47 Fern Avenue Nashville, TN 37207 615.345.0245 cwashburn@sakon.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- Sales – Charlie Kuhnmuench – charliek@sakon.com; 636.385.1017
- Sales Support – Christa Cope – ccope@sakon.com; 636.385.1026
- Marketing – Charlie Kuhnmuench – charliek@sakon.com; 636.385.1017
- Financial Reporting – Barb Marler – bmarler@sakon.com; 636.385.1030
- Executive Support – Charlie Kuhnmuench – charliek@sakon.com; 636.385.1017

8. Define your standard terms of payment.

Net 30

9. Who is your competition in the marketplace?

- Layne
- IPR
- Michels
- AmLiner East
- Visu-Sewer
- Insituform

10. Overall annual sales for last three (3) years; 2014, 2015, 2016.

2014: \$127,137,220

2015: \$150,771,407

2016: \$180,647,000

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2014, 2015, 2016.

2014: 125,000,000

2015: 146,000,000

2016: 175,000,000

12. What is your strategy to increase market share?

SAK's unparalleled strategy of safety, quality and customer satisfaction continues to build repeat business with existing clients, and new business through positive client references. Additionally, SAK has been the vendor for TCPN Contract #R5143, since March 22, 2012, and specifically during the last 2 years, has worked with some of TCPN's Regional Program Managers and more recently with certain National IPA's Regional Managers, to educate them on SAK's capabilities and the opportunities which exist, to grow business in their geographies. Moving forward, with the combination of TCPN/National IPA, and the strength National IPA adds with their breadth, reach and experience in the municipal market, SAK sees a huge opportunity to work in tandem with the Regional Managers to deliver programmatic solutions to the membership and deliver significant growth in both revenue and market share.

13. What differentiates your company from competitors?

SAK gauges success on customer satisfaction. Unlike several of our competitors, we focus on customers FIRST. Being a private company, which does not have to meet quarterly targets to appease stockholders as publicly traded companies do, our CLIENTS are our priority, above production and profitability. As stated above in regards to increasing market share, we want to earn repeat business and positive references from our customers – delivering a safe and quality end product while keeping the customer in the forefront ensures SAK's success above any competitors.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

n/a to SAK's services, which are custom designed to each construction project.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, ect.).

Contacts listed in Question #7 above can be reached 24/7.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
 - o Litigation regarding Differing Site Condition claim by SAK
 - o Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
 - o Litigation regarding PSC breach of contract
 - o Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
 - o Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
 - o Settlement reached prior to trial
 - Settlement Confidential

Marketing/Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days.
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Please see attached ***Marketing Plan***.

18. Describe how your company will demonstrate the benefits of this contract in eligible entities if awarded.

Please see attached ***Marketing Plan***.

19. Explain how your company plans to market this agreement to existing government customers.

Please see attached **Marketing Plan**.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Please see attached **Marketing Plan**.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

The SAK Business Development team has been educated previously on our existing Contract #R5143, but will be fully educated on the newly awarded agreement to highlight specifics which may have changed and also the breadth and strength of the National IPA involvement moving forward. The SAK Business Development team has monthly “go-to-meeting” conferences where this will be unveiled initially, and that we will have an extensive introduction to the contract during our June meeting where we gather in person for two-days of continuing education and development.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

SAK agrees to provide company logo to TCPN and gives permission to reproduce the logo for the purpose of marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 5MM in year one

\$ 8MM in year two

\$ 12MM in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SAK Construction has been the vendor of TCPN/National IPA Contract #R5143, ***Trenchless Technology Rehabilitation and Related Items and Services***, since March

22, 2012. TCPN RFP 12-09 was the first time TCPN had advertised an RFP for this category, and SAK is very proud to have partnered with them through the initial 3-year term and two 1-year renewals. We have worked very hard to introduce this contract to membership across the United States, and have grown our sales year over year, to the point that during 2016 we achieved a 12-month sales level in excess of \$5MM. If we are fortunate enough to be awarded this contract again based on this response to RFP 17-08, we only see continued growth, as our Business Development and Management teams have grown in conjunction with our company's growth in the marketplace. The contract for our current TCPN/National IPA contract is

TCPN/National IPA
Contract #R5143
Tara Adams, Business Development Manager
tara.adams@nationalipa.org
949-614-6737

25. Describe the capacity of your company to report monthly sales through this agreement.

We will continue to provide the monthly reporting as we have been doing under Contract #R5143.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, ect. For each eligible agency.

SAK is highly advanced in our management reporting capabilities, and can provide all relevant reports upon request, for each eligible agency with which we work.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this agreement more cost effective for your company and Participating Public Agencies.

After having held this contract's preceding TCPN contract #R5143 for through the original 3-year term, and the 2 one-year renewal terms, the only real improvements we would hope for are already in place. The merger of TCPN and National IPA greatly expands the breadth of the Participating Public Agencies (larger market and more potential opportunities); additionally, the merger has resulted in an increased number of TCPN/National IPA Regional Managers which SAK's business development team can partner with and educate, so that we can touch more Participating Public Agencies more frequently regarding our contract (increased presence as a contracting vehicle for them).

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So, we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

SAK complies with all state and federal government environmental rules and regulations. Historically, trenchless technologies have utilized a lot of water during the installation process. In the effort to build a cleaner, greener future, where possible, SAK utilizes air and steam in the installation process to mitigate the usage of water.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

In order to conduct business in various states, SAK has obtained numerous Secretary of State and State Contractor's Licenses the states listed below. Within those states, various city and county licenses are required as well. SAK keeps electronic copies of all licenses and state registrations, and electronic copies are available upon request.

• Alabama	• Arizona	• Arkansas	• California
• Colorado	• Connecticut	• Delaware	• District of Columbia
• Florida	• Georgia	• Hawaii	• Idaho
• Illinois	• Indiana	• Iowa	• Kansas
• Kentucky	• Louisiana	• Maine	• Maryland
• Massachusetts	• Michigan	• Minnesota	• Mississippi
• Missouri	• Montana	• Nebraska	• Nevada
• New Hampshire	• New Jersey	• New Mexico	• New York
• North Carolina	• North Dakota	• Ohio	• Oklahoma

• Oregon	• Pennsylvania	• Rhode Island	• South Carolina
• South Dakota	• Tennessee	• Texas	• Utah
• Vermont	• Virginia	• Washington	• W. Virginia
• Wisconsin	• Wyoming	• Various cities and counties with the above mentioned states	



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Charlie Kuhnmuench

EDUCATION:

- University of Missouri-Columbia (1986); B.S. in Business Administration

SUMMARY:

Mr. Kuhnmuench has 20 years' experience helping municipal, industrial and federal owners of collection systems renew pipelines in their systems using minimally disruptive technologies and processes. The last 9 years, for SAK Construction, Mr. Kuhnmuench has lead the growth of revenue from \$7MM in 2008 to more than \$180MM in 2016. Mr. Kuhnmuench's expertise includes the technology and processes of cured-in-place pipe (CIPP) rehabilitation of gravity and pressure pipes; pipe bursting, slip lining, spin cast geopolymer and spiral wound PVC pipe rehabilitation of gravity pipes, and large diameter tunneling of new water and sewer conveyance systems.

EXPERIENCE:

Vice President Business Development SAK Construction, LLC	2008 – Present
Business Development Leader – Water Market Woolpert	2007 – 2008
Global Vice President of Business Development & Marketing Director of Sales Director of Strategic Accounts Technical Sales Representative Insituform Technologies, Inc.	1997 – 2005

Barbara A. Marler

EXPERIENCE

- 03/10 to Present **Contract Manager – SAK Construction, LLC, O’Fallon, MO**
- Manage the project contracts after award by ensuring the proper insurance, bonds, and various requirements are met in a timely manner.
 - Perform essential Accounts Receivable functions, including billings, cash receipts, collections and monthly reconciliations.
 - Supervise the subcontractor information from agreement to final payment.
 - Ensure the contract values and change orders are accurate for monthly reviews.
 - Assist the Controller with account reconciliations and audits.
 - Assisted in the implementation of a new financial computer system.
- 08/09 to 02/10 **Job Cost Supervisor – Clayco, St. Louis, MO**
- Directed the accounting practices and policies for the Concrete Strategies division.
 - Assisted in monthly financial reviews of revenue and job cost.
 - Performed project accountant functions including billings, collections, reconciliations and managing subcontractor payments.
 - Assisted in the implementation of a new financial computer system.
 - Managed the change order log and ensured proper processing.
- 04/07 to 08/09 **Assistant Controller – Insituform Technologies, Inc., Chesterfield, MO**
- Directed the accounting practices and policies for six area offices which required occasional travel to train, review, build relationships, etc.
 - Performed month-end financial reviews of revenue recognition and job cost, equipment cost and operational expenses.
 - Prepared regional financial reports for operational review and decision making.
 - Performed job cost analysis and account reconciliations.
 - Assisted with the preparation and review of monthly backlog and forecast.
 - Lead my area to be the best in the country in cash collections and billings.
 - Supervised area administrative staff responsible for the tasks supporting the reporting and analysis of financial and operational data.
 - Drove the cleanup of costs recorded in error through the purchasing system.
 - Ensured that finance policies and procedures were implemented and complied with accordingly.
 - Assisted with the preparation of the yearly budget.
 - Supported the implementation of new financial systems.
- 03/04 to 03/07 **Accounting Manager – Affholder, Inc., a subsidiary of Insituform Technologies, Inc., Chesterfield, MO**



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- Performed essential Accounts Receivable functions, including billings, cash receipts, collections and monthly reconciliations.
- Helped create a monthly Project Status Report which was used by each project manager during the month end financial review process.
- Assisted the Controller with journal entries, cash management, and account reconciliations.
- Implemented the procedures for setting up and maintaining project files.
- Entered and maintained the job cost budgets.
- Responsible for responding to auditor requests.
- Maintained the subcontractor information from creating agreements to final payment.
- Assisted the Purchasing and Accounts Payable departments with interface analysis and account reconciliations.

01/01 to 02/04 **Contracts Administrator – Insituform Technologies USA, Inc.,
Chesterfield, MO**

- Reviewed contract specifications, set up the job information in financial system and prepared a field file for the crew.
- Implemented the procedures for preparing the paperwork needed to receive final payment.
- Prepared and entered journal entries as needed for month end accruals.
- Maintained the database with daily production and changes as necessary.
- Reviewed subcontractors' invoices and approved for payment.
- Reviewed videotapes of completed work before submitting to the customer. Resolved discrepancies as necessary.
- Relieved inventory through the JDE system after verifying the size and quantity with the original plan.
- Verified that customer submitted pay estimates agreed with Access and JDE.
- Assisted the Project Manager with billings as necessary.

11/94 to 12/00 **Accounts Receivable and Accounts Payable Supervisor and various positions –
Insituform Technologies, Inc., Chesterfield, MO**

- Prepared customer invoices from information submitted by the field crew for the Central Region and Affholder, Inc.
- Applied cash receipts and resolved discrepancies.
- Made collection calls as necessary to keep the A/R balance at target level.
- Verified monthly A/R reports for accuracy.
- Prepared final paperwork such as lien waivers and minority reports as needed.
- Supervised small A/P department; reviewed and approved A/P checks.
- Reviewed subcontractor's invoices and approved for payment.

EDUCATION

Maryville University, Chesterfield, MO – December, 2006
Bachelor of Science degree in Accounting



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Christa Cope

EDUCATION:

- Maryville University, Chesterfield, MO, B.S. in Business Marketing

EXPERIENCE:

Business Development Coordinator
SAK Construction, LLC

August 2012 – Present

Subcontractor Administrator
Payroll
Accounts Payable/Accounts Receivable
Office Administrator
SAK Construction, LLC

July 2008 – August 2012

MARKETING PLAN:

Business Development Mission: Continue to increase our presence as the market leader and innovator in trenchless technology with our focus on the categories in the Contract, throughout the United States. Unless a potential member client must specifically utilize competitive bidding for procurement of trenchless services, we will promote this contract as our primary offering to TCPN/National IPA members.

Business Development Core Beliefs: Our methods and efforts will assist our clients in utility rehab and replacement in a manner which is safe, cost effective, efficient, and customer friendly with minimal surface disruption.

KEY OBJECTIVES:

- Educate internally to SAK management and business development teams, and externally to clients and potential clients, the components and benefits of this contract.
- Develop and implement marketing campaign across the United States utilizing the strategies and campaigns detailed below.
- Investigate and establish the viability of utilizing this contract in all states we have targeted in this proposal, and specifically with our existing core client base.
- Conduct educational webinars for membership organizations in the water and wastewater industries which we are actively involved in, explaining the benefits of cooperative purchasing and specifically this contract.
- Increase gross revenues annually from the successful promotion of this contract.
- Build and strengthen relationships for future years of contract.

GOAL OVERVIEW:

Goal 1: Education – To educate cities, counties, political subdivisions, other government agencies, non-profit entities, public and private schools, colleges and universities, on the trenchless technologies our team provides.

Goal 2: Company/Contract Recognition – To be recognized as the market leader on the trenchless technologies our team provides with focus on the 7 trenchless areas in this contract.

Goal 3: Client Support – To provide support on infrastructure projects in addition to the trenchless services provided; via feasibility studies, design, cost analysis, and specifications review for clients.

Goal 4: Qualified Projects – To have the opportunity to perform work on \$10MM to \$20MM of projects in year one.

Goal 5: Results – Increase gross revenues annually from \$5MM to \$8MM to \$12MM in the initial 3 year term of this contract.

SAK MARKETING (BUSINESS DEVELOPMENT) TEAM MEMBERS

A team of full time personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuench – VP Business Development, SAK Construction: 20 years of business development experience in the trenchless construction industry, including cured-in-place pipe (CIPP), pipe bursting, tunneling, shotcrete, sliplining, and microtunneling. Active member of AWWA, Water Environment Federation (WEF), and various water and wastewater associations across the United States. Responsible for overseeing all marketing, selling and promotional activities to maximize the TCPN/National IPA contract opportunities throughout the United States.

Scott Linke – Marketing Director, based in St. Louis, MO

Anthony Aderhold – Nationwide Strategic Municipal Markets, based in St. Paul, MN

Casey Smith – Pacific Region, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Brian Ackerman – Pacific Region, based in San Antonio, TX

Cary Shaw – Central Region, based in Leawood, KS

Eamonn McGeady – Atlantic Region, based in Baltimore, MD

Clayton Washburn – Southeast Region General Manager, based in Nashville, TN

NICHES:

- Public & Private Water & Wastewater Systems
 - City/County/Town/Village
- Consulting Engineering Firms
 - Civil/Water & Wastewater
- Federal government and military
- Education-related organizations
- Colleges/Universities
- Non-profits

MARKETING STRATEGIES AND CAMPAIGNS

Strategies

- Social Media – SAK will celebrate with an announcement of the award as soon as notified
- Email Program – Constant Contact Program and direct emails
- Development of TCPN/National IPA homepage on SAK website <http://sakcon.com/tcpn>
- Webinars – Educational webinars with clients and consulting engineers
- Press Releases
- Technical Presentations/Client Meetings
- Industry Publications – Published job site articles, Contract Announcements, Advertisements
- Trade Shows – Booths, Educational sessions, Advertisements
- Utilization of existing SAK/TCPN Contract #R5143 clients for word of mouth referrals (Please see the mock-up examples provided for social media announcement and 2 piece mailers immediately following Marketing Plan)

Campaigns

- Research/Record contacts for Niches – Already Complete
- Week 1 – Coordinate Vendor Contract Launch meeting with member of the TCPN/National IPA Business Development Team.
- Week 1 (after award) – Send all marketing material bearing the TCPN/National IPA name and logo to ESC4 for approval
- Week 1 – Announce award on social media outlets (Facebook, Twitter, etc.)
- Week 2 – Work with TCPN/National IPA on co-branded press release announcement
- Week 2 – Send Drip 1 email
- Week 2 – Send Drip 1 mail piece
- Week 3 – Follow up calls from Drip 1 email and mail piece
- Week 3 – Send Drip 2 email
- Week 3 – Schedule and run webinars
- Week 4 – Scott Linke and counterpart within TCPN/National IPA begin development of dedicated contract homepage.
- Week 4 – Follow up calls from Drip 2 email
- Week 4 – Schedule and run meetings with clients
- Week 5 through 12 – SAK Business Development Team members will meet with the respective TCPN/National IPA Regional Managers in person if possible, but via Skype or Go-To-Meeting at a minimum, to discuss territory marketing approach and target clients.
- Week 5 through 52 will repeat with emails, mailings, follow up calls, meetings and presentations
- Week 5 through 52 – Any trade shows will be attended with booths, presentations. Press releases and Industry Publications will be utilized.
- Week 13, 26, 39, 52 – Review market opportunities, evaluate results of previous marketing efforts, formulate changes to marketing calendar for upcoming Quarter.

HISTORY OF PAST PERFORMANCE

The members of the SAK team have successfully bid, marketed, developed and performed work with other contracts in excess of \$1,000,000,000.



SAK Construction

@sakconstruction

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- About
- Services
- Events
- Job Openings
- Photos
- Likes
- Reviews
- Notes
- Videos
- Posts
- Shop

Promote



Liked

Following

Share

Shop Now

Videos

SAK 10th Anniversary

JERRY SHAW
PRESIDENT / CO-FOUNDER

62 14

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Posts

SAK Construction

Published · February 20 at 9:28am ·

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<http://www.nationalipa.org/Pages/default.aspx>

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100% response rate, 1-day response time
Respond faster to turn on the badge

369 likes +1 this week
Ben Lawing and 5 other friends

367 follows

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Invite friends to like this Page

110 were here 0 this week

SAK Construction's trenchless technology and tunneling solutions renew yesterday's municipal and industrial pipelines for tomorrow's growth.

369 Likes
Ben Lawing and 5 other friends like this

110 people have been here

About

See All

864 Hoff Rd
O'Fallon, MO 63366

(636) 385-1000



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The Cooperative Purchasing Network

Partner SAK Construction, LLC

Contract Trenchless Technology Rehabilitation
and Related Items and Services

Contract
Number

R41234



The Cooperative Purchasing Network

Pipeline Infrastructure. Solved.™

The Cooperative Purchasing Network
offers their members the Best Choice for
Pipeline Rehabilitation

This Best Value Contract Provides Trenchless Solutions For Your Aging Pipelines

Solved.

After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.



40+ YEARS
of pipeline innovation
NATIONALLY KNOWN
trenchless contractor

Services.

Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

LARGE DIAMETER SLIPLINING

Protect and maintain your community's underground assets while protecting your finances with large diameter sliplining solutions from SAK. Ideal for interceptor pipeline in congested areas or difficult-to-dig sites, sliplining saves money and disruption by renewing sewer infrastructure using the existing pipeline. Working from access pits, new pipe is installed into deteriorating host pipe, providing a strong, new pipeline without the need to dig up and replace your entire system.



Before CIPP rehabilitation



After CIPP solution



Spiral Wound (SPR) after rehabilitation

CIPP LINING

It takes an expert to know one. And SAK experts work with the world's best manufacturers of CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards.

ALL SERVICES OFFERED:

CURED-IN-PLACE (CIPP)

- Reconstruction of Gravity Sewer Pipelines
- Renewal of Potable Water Mains & Pressure Pipes

PIPE-BURSTING WITH HDPE

For Sewer Lines

POLYETHYLENE (PE) PIPE SEWER PIPE SLIP-LINING

MANHOLE & STRUCTURE REHABILITATION

GRAVITY SEWER CIPP LATERAL RENEWAL SYSTEM

SPIN CAST GEOPLOYMER LINING OF LARGE DIAMETER GRAVITY SEWER PIPELINES

National Headquarters

Charlie Kuhnmuench
636.385.1017 | charliek@sakcon.com

For more info visit:

sakcon.com/tcpn

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Deteriorating infrastructure. Diminishing resources. We've seen it. And solved it for communities and companies from coast to coast. As one of the nation's most respected and rehired pipeline rehabilitation contractors, SAK brings proven experience and innovation to every project. Trust SAK Construction to ensure the safety and integrity of your critical pipeline infrastructure for generations to come.

SAK delivers the most advanced, field-proven products to resolve your most challenging pipe rehabilitation and tunneling needs.



CIPP | SPR | TUNNELING | SHAFT EXCAVATION | SHOTCRETING | SLIPLINING

Contact Us Today

Charlie Kuhnmuensch
636.385.1017 | charliek@sakcon.com



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636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

Appendix B: Product/Services

SAK Construction will provide **Trenchless Technology Rehabilitation and Related Items and Services** to eligible public agencies with the following solutions to meet their needs:

- a. Cured-In-Place Pipe (CIPP) Reconstruction of Gravity Sewer Pipelines,
- b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains & Pressure Pipes,
- c. Pipe-bursting with HDPE for Sewer Lines,
~~Pipe bursting with Pre-chlorination for Water Main Replacement Procedure,~~
- d. Polyethylene (PE) pipe Sewer Pipe Slip-lining
~~Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,~~
~~HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,~~
- e. Manhole and Structure Rehabilitation,
- f. Gravity Sewer CIPP Lateral Renewal System

CIPP LINING OF GRAVITY SEWER PIPELINES:

SAK experts manufacture their own state of the art CIPP materials, but also work with other high-quality, experienced manufacturers of CIPP materials when necessary. With pioneers of the CIPP industry on-board, our experience spans over 35 years. Our suppliers of high-quality resins and polyester felt tubes insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. Additionally, each of our CIPP liner and resin manufacturers are ISO 9001 certified.

With SAK's unique CIPP system, the company can rehabilitate gravity sewer pipes ranging from 6 inches to 96 inches in diameter. The CIPP liner consists of a resin-saturated felt tube with an impermeable polymeric coating on the outside. Working above ground from one manhole to the next, SAK inserts the CIPP liner into the entrance of an existing pipeline then utilizes either air or water pressure to turn it inside out. Inverting the tube positions the resin on the outside. Once the liner is in place for the entire length of the host pipe, we circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polymeric coating forms a smooth inner surface of the strong, and long-lasting pipe-within-a-pipe.

CIPP LINING OF PRESSURIZED PIPELINES:

As an exclusive licensed installer of NORDIPIPE™ for drinking water mains, and NORDIFORCE™ for sewer force mains, SAK renews pressurized pipelines from 6 inches to 48 inches in diameter. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer force main and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

PIPE BURSTING WITH POLYETHYLENE PIPE (PE) OF SEWER PIPELINES:

Pipe bursting allow for replacement of deteriorated or undersized pipelines. The process consists of insertion of a new pipe of equal or larger diameter into the existing pipeline. The host pipe is fractured by the bursting head and then pushed into the surrounding soil by the expander, which is 15% larger than the outside diameter (O.D.) of the new pipe. The new PE pipe is then pulled through the annular space created by the expander. Pipe bursting is suitable for the replacement of existing pipe materials such as clay, concrete, cast iron, AC, PVC, and ductile iron.

SLIP LINING WITH POLYETHYLENE PIPE (PE) OF SEWER PIPELINES:

Slip lining is one of the oldest "semi-trenchless" processes, requiring only minimal excavation of access pits for the insertion locations at the ends of the host pipe to be renewed. After sections of PE pipe are butt-fused together to form a continuous pipe, with an outside diameter (O.D.) a minimum of 10% smaller than the inside diameter (I.D.) of the host pipe, the PE pipe is pulled through the host pipeline from the insertion pit to the other end of the pipe section to be renewed. The remaining annular space between the PE pipe and the host pipe is then pumped full with grout to stabilize and lock the new PE pipe in place.

MANHOLE AND STRUCTURE REHABILITATION:

Manholes and wastewater handling structures suffer from a variety of problems, from minor leaks to major failures. As a result, an assortment of methods are required to properly renew them. The most cost effective solutions are those that are tailored to overcome each particular problem. Manholes and structures are typically renewed by first completing minor to very complex preparation of the existing surface which remains. From mitigating the infiltration of ground water by plugging or grouting, to an extensive patching or rebuilding of the existing surface, proper preparation is required before we apply our manhole and structure rehabilitation lining systems. We offer a broad assortment of linings including basic cementitious, a calcium aluminate cementitious, epoxy, polyuria, and high end geopolymer systems. These various linings can also be applied in composite form to offer higher levels of protection for these key assets in infrastructure piping and treatment systems.



CIPP SERVICE LATERAL RENEWAL:

As many municipal agencies attempt to mitigate inflow and infiltration (I&I) into their infrastructure system, more and more agencies are looking to not only renew their main pipelines and manholes, but also the service lateral connections coming from residences and businesses. SAK offers municipal agencies the ability to not only renew their main sewer lines, but to also renew and seal the service lateral connection at the main line, and to renew footage of the service lateral as it runs away from the main line. This trenchless method of renewing these difficult to access connections of the service lateral to the main, is just another means of minimizing surface disruption in rebuilding infrastructure systems.





SAFETY RECORD

Respondents must demonstrate their safety record and safety procedures, including procedures that cover a member agency's employees and member of the public.

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.



**Insurance, Benefits
& Risk Management**

Suite 200
825 Maryville Centre Drive
Chesterfield, MO 63017

314-594-2700

www.jwterrill.com

July 28, 2016

Attn: Harry Miller
SAK Construction, LLC
864 Hoff Rd
O'Fallon, MO 63366

RE: SAK Construction, LLC
Workers Compensation Experience Modification

Dear Harry,

Your Experience Rating Modification factor for the past three years is as follows:

Effective 8-2-2016	.61
Effective 8-2-2015	.65
Effective 8-2-2014	.70

Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Diane Stiehl

Diane Stiehl, CISR
Senior Account Manager

SAK Construction Safety Record Form

SAK Construction
864 Hoff Road
O'Fallon, MO 63366
Telephone: 636-385-1000
Fax: 636-385-1100



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Prepared by/title: Harry Miller, Safety Director

Date prepared: 8/31/2015

Experience Modification Rates (EMR)

<u>Year</u>	<u>Experience Modification Rate (EMR)</u>
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61

OSHA Incidence Rates

<u>Year</u>	<u>Total Recordable Incidents</u>	<u>Total Hours Worked</u>	<u>OSHA Incidence Rate(RIR)</u>
2009	5	191456.26	5.2
2010	7	343552.61	4.1
2011	16	520464.03	6.1
2012	10	559513.91	3.6
2013	12	612328.92	3.9
2014	11	680335.32	3.2
2015	13	749758	3.5
2016	10	899379	2.2

DART- Days Away, and Restricted or Transferred

<u>Year</u>	<u>DART Cases</u>	<u>Total Hours Worked</u>	<u>DART Incidence Rate</u>
2009	2	191456.26	2.1
2010	5	343552.61	2.9
2011	13	520464.03	5.0
2012	6	559513.91	2.1
2013	7	612328.92	2.7
2014	6	680335.32	1.8
2015	3	749758	1.7
2016	0	899379	0

Lost Workday Cases

<u>Year</u>	<u>LWD Cases</u>	<u>Total Hours Worked</u>	<u>LWD Incident Rate</u>
2009	0	191456.26	0.00
2010	1	343552.61	0.58
2011	7	520464.03	2.69
2012	1	559513.91	0.36
2013	4	612328.92	1.31
2014	2	680335.32	0.59
2015	2	749758	0.58
2016	3	899379	0.67

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President



SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan

HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all of our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all of our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

Jerry P. Shaw
President



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 Municipal Pipeline Rehabilitation

www.sakcon.com

Solved.

After More Than 40 Years of Pipeline Innovation,
Our Commitment Runs Deep. Literally.

WHO WE ARE

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture. Bob had the foresight to purchase the first mid-American license of the Insituform process in the 1970s. With his partner, Jerry Kalishman, Bob took the company public in 1987 as Insituform Mid-America. The company rapidly expanded acquiring additional territories to become the largest Insituform licensee in North America.

Insituform Mid-America later merged with Insituform Technologies (now Aegion) where Bob served for 10 years as Vice-Chairman and on the Board of Directors.

Jerry Shaw joined the Affholder, Inc. team in 1979 and helped grow the company into a nationally known tunneling contractor. His commitment to operational excellence and focus on putting the customer first is evident throughout SAK.

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991. Tom's strategic vision inspires SAK to deliver world-class solutions to pipeline infrastructure issues.

WHY TRENCHLESS

Today's manufacturers are running leaner than ever, leaving no time for interruption and no margin for error. Broken pipes, flooding, restricted flow — the risks of contamination or property damage caused by aging or inadequate water, sanitary or stormwater pipelines are great.

Businesses depend on water now more than ever and repair work must revolve around production schedules. When problems arise, they can't afford the loss in time, money and productivity that come with traditional dig-and-replace pipe rehabilitation methods.

Beyond the cost, disruption and risk it presents to people and property, excavation often results in peripheral issues causing project setbacks and extra expense. Site surveys and evaluations can delay work. And stopped water or sewer service can put a stop to your production line.

At SAK we "Focus on Safety", our comprehensive internal safety program ensures all of our crew members are aware of their surroundings, trained appropriately, and are using the proper personal protective equipment. Trenchless technology eliminates some of the concerns with typical dig and replace include trench embankments, digging around buried utilities and in most cases confined space entry.

SAK's solutions allow companies to renew their legacy pipeline infrastructure rather than replace it, saving money, time, and hassle compared to open cut methods. Often with no need to dig, installation goes faster with minimal, if any, interruption to business operations. And your pipelines and assembly lines are back in service making you money instead of costing you money.



JERRY SHAW

Jerry Shaw joined the Affholder, Inc. team in 1979 and since has helped grow the company into a nationally known tunneling contractor.



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Tom Kalishman literally grew up in the industry and joined Insituform in 1991 after a successful career in consulting.



Services

Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.



CIPP LINING

It takes an expert to know one. And SAK experts work with the world's best manufacturers of CIPP materials when necessary, but also manufacture their own state of the art CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. And all our CIPP liner and resin manufacturers are ISO 9001 certified.

*"The people at SAK
are veterans in
both the CIPP and
tunneling industries"*

KRIS BATES
Project Manager

The CIPP liner consists of a resin-saturated felt tube with an impermeable

40+
YEARS

of pipeline innovation

NATIONALLY
KNOWN

tunneling contractor

layer of polyurethane coating the outside. Working above ground from one manhole to the next, SAK inserts CIPP into the entrance of an existing pipeline then uses water pressure to turn it inside out. Inverting the tube positions the resin on the outside. We circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's

polyurethane coating forms a smooth, strong, and long-lasting pipe-within-a-pipe.

Installation is trenchless, allowing companies to avoid the high cost, hassle, and risk of open-trench construction in populated areas. Designed for pipes from 6 to 96 inches in diameter, CIPP is a smart solution for your industrial pipeline rehabilitation needs.



SPIRAL WOUND (SPR)

SAK experts are always searching for new technologies to solve the most challenging rehabilitation situations. Spiral Wound PVC (SPR), a patented technology from Sekisui of Japan, is an environmentally friendly process for the rehabilitation both of small and large diameter pipelines, often those with odd shapes, difficult access, and live flow conditions.



Large Diameter Tunneling



Shaft Excavation

LARGE DIAMETER TUNNELING

Starting in the 1960s, SAK's tunneling team literally built the modern tunneling industry from the ground up. Led by industry veterans Bob Affholder and Jerry Shaw, SAK ranks among the most experienced and best-equipped tunneling contractors in the United States. And we're proud to serve customers in the municipal and energy

providing a range of solutions for water, sanitary and stormwater pipeline.

SHAFT EXCAVATION

A full range of services from a full service provider. SAK is an expert in the excavation and construction of shafts in a range of ground conditions. In soft ground, we often employ conventional excavation methods with the installation of shaft supports such as liner plates or rib and lagging. In wet or soft ground, we can install sheet piling and sink caissons to build a watertight retaining structure. In rock, we use either mechanical excavation or drilling and blasting to install shaft supports such as rock

bolts and shotcrete. Regardless of ground condition, a licensed engineer designs every shaft support system SAK installs.

SHOTCRETING

One of the most versatile tools in SAK's arsenal of underground construction solutions, shotcreting plays a vital role in a variety of projects: tunnel construction and pipe installation; sewer rehabilitation and repair; soil stabilization; and temporary or permanent excavation support.



"At SAK, I'm solving real problems for communities like my own."

MATT HIRTZ
Superintendent

Markets

Proven in Hundreds of Communities Nationwide,
Through Millions of Feet of Installations.

MUNICIPAL

Aging infrastructure, explosive growth, shrinking tax bases—America's cities face daunting challenges as they struggle to meet their current and future water and sanitation needs. With infiltration, limited capacity, and growing demand stressing our deteriorating pipelines, the Environmental Protection Agency estimates \$355 billion in improvements are required by 2030. SAK has the technology and the know-how to protect, repair, and increase pipeline capacity without excavation. Preserve health and safety of your community with trusted water, sanitation and stormwater solutions.

ENERGY

Where profitability is king, productivity is the key. For America's gas, oil and mining industries, pipeline infrastructure is crucial to the efficient and safe transportation of the resources that fuel your business.

But the growing demand for energy puts greater pressure on the industry's aging pipelines. And the often corrosive or abrasive nature of resources used in today's gas, oil and mining industries leave pipes even more vulnerable to blocks, leaks, and breaks. New challenges demand new solutions. And SAK delivers.

INDUSTRIAL

Today's manufacturers are running leaner than ever, leaving no time for interruption and no margin for error.

Broken pipes, flooding, restricted flow — the risks of contamination or property damage caused by aging or inadequate water, sanitary or stormwater pipelines are great. Businesses depend on water now more than ever and repair work must revolve around production schedules. When problems arise, they can't afford the loss in time, money and productivity of dig-and-replace pipe rehabilitation methods.



Municipal



Energy



Industrial

✓		✓	CIPP LINING
✓			SHAFT EXCAVATION
✓	✓		LARGE DIAMETER TUNNELING
✓			SHOTCRETING
✓		✓	SPIRAL WOUND PVC (SPR)

Commitment

Safety, Service and Execution are key to SAK's success.



FOCUS ON SAFETY

At SAK, safety is our top priority. From our top management members to our on-site crews, everyone at SAK recognizes that maintaining safety is critical to your pipeline or tunneling project's overall success-and satisfaction.

SAK believes that all employees and the client(s) benefit from a safe and healthful work environment.

SAK is committed to maintaining an injury and illness free work place and to comply with all applicable laws and regulations governing work place safety.

To achieve this goal, SAK has adopted this Injury and Illness Prevention Program (IIPP). This Program requires that all managers, supervisors, and employees work together to identify and eliminate conditions and practices that detract from a safe and healthy work environment.

SAK DIFFERENCE

When building a successful construction company, it's who's under the hard hat that really counts.

SAK has created a uniquely inviting and successful culture based on four core principles:

Trust.

Our leaders didn't just build a business, they created an industry. And today, SAK offers hands-on expertise in all facets of pipeline rehabilitation and tunneling.

Innovation.

By partnering with global leaders in pipeline manufacturing and design, SAK brings the latest technology to your pipeline problems. Fast, affordable, environmentally friendly and minimally disruptive,

Commitment.

SAK answers to you. We make solving your problem our problem and work with you to get the job done right, on time and on budget.

Care.

Without the pressure of corporate bureaucracy or public shareholders, SAK can focus all our attention on you, the customer. We understand that the people and place you serve is often the place you call home.



MIDWEST HEADQUARTERS

864 Hoff Rd.
O'Fallon, MO 63366

636.385.1000 *tel*
636.385.1100 *fax*

SOUTHEAST HEADQUARTERS

47 Fern Avenue.
Nashville, TN 37207

615.345.0245 *tel*
615.457.2117 *fax*

PACIFIC HEADQUARTERS

4253 Duluth Ave.
Rocklin, CA 95765

916.644.1400 *tel*
916.644.1401 *fax*

ATLANTIC HEADQUARTERS

1405 Benson Court, Suite C
Arbutus, MD 21227

443.297.1900 *tel*
443.297.1901 *fax*

www.sakcon.com





Pipeline Infrastructure. Solved.™



 Industrial Pipeline Rehabilitation

www.sakcon.com

Solved.

After More Than 40 Years of Pipeline Innovation,
Our Commitment Runs Deep. Literally.

WHO WE ARE

Bob Affholder, who in 1968 started the tunnel and boring company, Affholder, Inc., brings his passion and values to drive SAK's culture. Bob had the foresight to purchase the first mid-American license of the Insituform process in the 1970s. With his partner, Jerry Kalishman, Bob took the company public in 1987 as Insituform Mid-America. The company rapidly expanded acquiring additional territories to become the largest Insituform licensee in North America.

Insituform Mid-America later merged with Insituform Technologies (now Aegion) where Bob served for 10 years as Vice-Chairman and on the Board of Directors.

Jerry Shaw joined the Affholder, Inc. team in 1979 and helped grow the company into a nationally known tunneling contractor. His commitment to operational excellence and focus on putting the customer first is evident throughout SAK. Jerry led the day-to-day tunneling operations for Affholder, Inc. growing the company from \$25 million to \$125 million in revenue.

Tom Kalishman literally grew up in the trenchless industry and joined Insituform in 1991. Tom's strategic vision inspires SAK to deliver world-class solutions to pipeline infrastructure issues.

WHY TRENCHLESS

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SAK Services

Proven in Hundreds of Communities & Industrial Facilities
Nationwide, Through Millions of Feet of Installations.

GRAVITY PIPE SOLUTIONS

CIPP LINING



It takes an expert to know one. And SAK experts work with the world's best manufacturers of CIPP materials when necessary, but also manufacture their own state of the art CIPP materials. With founders of the CIPP industry on-board, our experience spans over 20 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards for inversion and curing. And all our CIPP liner and resin manufacturers are ISO 9001 certified.

The CIPP liner consists of a resin-saturated felt tube with an impermeable layer of polyurethane coating the outside. Working above ground from one manhole to the next, SAK inserts CIPP into the entrance of an existing pipeline then uses water pressure to turn it inside out. Inverting the tube positions the resin on the outside. We circulate hot water or steam through

40+ YEARS

of pipeline innovation

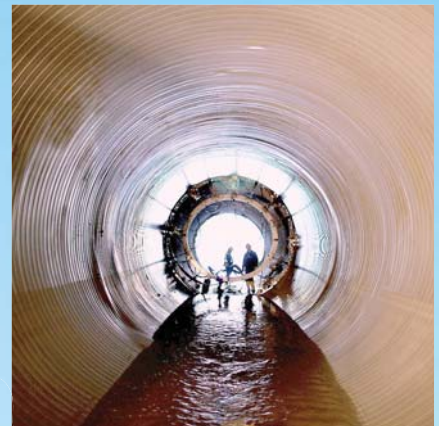
NATIONALLY KNOWN

tunneling contractor



the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polyurethane coating forms a smooth, strong, and long-lasting pipe-within-a-pipe.

Installation is trenchless, allowing companies to avoid the high cost, hassle, and risk of open-trench construction in populated areas. Designed for pipes from 6 to 96 inches in diameter, CIPP is a smart solution for your industrial pipeline rehabilitation needs.



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SAK Services

Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

PRESSURE PIPE SOLUTIONS



NON-POTABLE FORCE MAIN REHABILITATION:

Our sewer systems are critical to safeguarding community health and natural resources. While gravity pipes are used in most sanitary pipeline, pressurized force mains often are used to transport wastewater efficiently to treatment plants. With the added protection against pipe deterioration, SAK's CIPP Pressure-Pipe Lining is a smart solution for renewing sanitary force mains, to protect them from pipe deterioration and failure.

Stand-alone structural liner for force mains

For the increasing demands of structural solutions for force main rehabilitation SAK utilizes NORDIFORCE™ technology -the newest innovation from Sekisui of Japan. This innovative cured-in-place pipe technology has been specifically engineered for pressure pipeline applications.

NORDIFORCE™ is a high quality, glass-fiber reinforced cured-in-place pipe liner which is impregnated with a specially designed thermosetting resin and inverted into the deteriorated pipe with water or air and cured to a superior liner of high stiffness and quality.

Long term solution to aging deteriorating pipelines

NORDIFORCE™ is tailor-made to meet specific project requirements. While providing improved flow characteristics it is also an added corrosion barrier for the pipe. Capable of negotiating bends while supporting high pressure applications, NORDIFORCE™ is designed to meet or exceed ASTM F1216 standards for either a partially or a fully structural stand-alone pipe within the existing host pipe. Trenchless rehabilitation methods reduce construction time

and footprint providing a lower cost alternative to conventional pipeline replacement. NORDIFORCE™ will provide a long term solution to aging deteriorating pipelines.

The benefits of NORDIFORCE™

- Glass-fiber reinforced CIPP lining
- Trenchless alternative to pipe replacement
- Fully structural, stand-alone design
- Meets or exceeds ASTM F1216 standards
- Negotiates bends up to 45 degrees
- Improves flow characteristics
- Provides added corrosion barrier
- Pressure ratings capabilities up to 200 psi
- Manufactured in lengths over 1,000 feet
- Diameter range from 6 to 48 inches
- Certified Licensed Installers

NORDIFORCE™ PERFORMANCE DATA

Market	Sewer Force Main / Industrial Pressure Main
Diameter	6 in - 48 in / 150 mm - 1200 mm
Thickness	5,5 mm - 20 mm
Coating	PE coating
Loading	Pressure (Internal & External); Partial/Fully Structural
Inversion / Curing	Inversion Drum (steam) / Inversion Tower (water)
Typical Installation Length	150 ft - 1,000 ft (diameter dependent)
Applicable Resins	High Elongation Vinyl Ester Resins
Bends	Up to 45°

SAK Services

POTABLE FORCE MAIN REHABILITATION:

The American Society of Civil Engineers estimates that 6 billion gallons of fresh-treated drinking water are lost every day due to old, leaky pipes and water mains. That's the kind of waste our cities and our environment can't afford. SAK's CIPP Pressure-Pipe Lining, which is NSF-approved to ANSI 61, is a safe, sturdy and dependable solution for all types of potable water lines as well as water mains.

Fully structural Cured in place pipe liner

SAK is always in search of the best technology and NORDIPIPE™ from SEKISUI fits the bill. A high quality, glass-fiber-reinforced pipe liner which has been tailor-made to meet specific requirements. The glass-fiber reinforcement gives its pipe liner static, self-supporting properties and allows it to withstand high internal and external pressure. This means that it can bear loads statically even without the old pipe, i.e. it can be called a "stand alone pipe". This in turn means that rehabilitation can be performed efficiently and quickly. NORDIPIPE™ is specially assembled for the specific application in question. An individual pipe can be up to 800 feet in length.

The pipe liner for extreme loads

Unlike conventional liners, NORDIPIPE™ can withstand loads of any kind very well. NORDIPIPE™

combines individual components such as glass-fiber, needled felt, epoxy resin and PE-coatings. It can be used to rehabilitate pressure pipes (potable water).

Quality assurance is of paramount importance in ensuring that the pipe liners really do keep their promises. With this in mind, independent test laboratories are called to perform DIN



EN 761, DIN 53759 and ASTM D638, D790 tests on NORDIPIPE™ in order to prove the high quality of the liners. This guarantees a minimum service life of 50 years for a fact which cannot fail to impress.

NORDIPIPE™ has been granted potable water approval in accordance with AS/N ZS 4020, BS6920, NSF 61, BNQ, and applications for further approvals in accordance with KTW, W270 and XP P41- 250 have been made.

The benefits of NORDIPIPE™

- NSF 61 and BNQ Approved for potable water systems
- Designed as an AWWA Class IV fully structural, stand alone pipe
- CIP glass fiber reinforced lining alternative to pipe replacement
- Can resist internal pressure up to 200 psi
- Manufactured in lengths of up to 1,00



NORDIPIPE™ PERFORMANCE DATA

Application	Water Main / Industrial Pressure Main
Diameter	6 in – 48 in / 150 mm – 1200 mm
Thickness	5.5 mm - 20 mm
Coating	PE Coating
Loading	Pressure [Internal & External]; Fully Structural
Inversion / Curing	Inversion Drum (steam) / Inversion Tower (water)
Typical Installation Length	Up to 1,000 ft / 305 m (depending on diameter and thickness)
Applicable Resins	Potable Water Approved Epoxy Resin
Approvals	NSF/ANSI 61, BNQ 3660-950
Bends	Up to 45°

Commitment

Safety, Service and Execution are key to SAK's success.

FEATURED CASE STUDY

RAINBOW MUNICIPAL WATER DISTRICT – SAN DIEGO, CA



Situation

To ensure the continued supply of safe drinking water for a community near San Diego, CA, a 30-year-old outfall vent pipe needed rehabilitation—fast.

Challenge

While completing installation of a new lining in a critical concrete and asphaltic lined raw water reservoir, Rainbow Water District Engineers realized that the vent for the outfall pipe also needed rehabilitation. With the water main located beneath a 45-degree concrete slope, installation of the cured-in-place pipe liner would be difficult. And because the reservoir contained drinking water, an NSF-approved solution was required.

Solved

Because the pipe was expected to perform for decades with no further maintenance, SAK recommended a proven, fully structural Class IV lining

solution with the installation of new valve works. SAK employed trenchless technology to complete the project in just one day.

FOCUS ON SAFETY

SAK believes that all employees and the client(s) benefit from a safe and healthful work environment. SAK is committed to maintaining an injury and illness free work place and to comply with all applicable laws and regulations governing work place safety. To achieve this goal, SAK has adopted this Injury and Illness Prevention Program (IIPP). This Program requires that all managers, supervisors, and employees work together to identify and eliminate conditions and practices that detract from a safe and healthy work environment.

SAK DIFFERENCE



Trust.

Our leaders didn't just build a business, they created an industry. And today, SAK offers hands-on expertise in all facets of pipeline rehabilitation and tunneling.

Innovation.

By partnering with global leaders in pipeline manufacturing and design, SAK brings the latest technology to your pipeline problems. Fast, affordable, environmentally friendly and minimally disruptive,

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Without the pressure of corporate bureaucracy or public shareholders, SAK can focus all our attention on you, the customer. We understand that the people and place you serve is often the place you call home.

CONTACT US

To discuss your industrial pipeline rehabilitation needs, obtain a quote, or just to evaluate different product solutions, please contact SAK's Industrial Market expert, Anthony Aderhold, PE at **651.263.0498** or **aaderhold@sakcon.com**.





Pipeline Infrastructure. Solved.TM



 Tunneling

www.sakcon.com

Tunneling

It's Where SAK Began.

And Another Service We Continue to Lead.



LARGE DIAMETER TUNNELING

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Deep Experience. Broad Resources

SAK is ready for your most challenging underground projects. Having managed many multi-million dollar complex projects, SAK's tunneling teams bring years of hands-on experience and a broad range of technologies to solve every challenge. Our large-diameter tunnel expertise makes SAK the right choice for a range of sewer line, water line or storm drain installations as well as projects outside the scope of auger-boring or conventional open-trench construction. And we'll work with

40+
YEARS
of pipeline innovation

NATIONALLY
KNOWN
tunneling contractor

you literally every foot of the way to minimize the impact to your business, your community, and your crews.

Soft-Ground Tunneling:

Made up of various mixtures of clay, silt or sand, soft-ground ranges in consistency from "firm" to "running." In these conditions, SAK can implement a variety of solutions including hand mining or earth pressure balance machines. Soft-ground methods are suitable for tunneling for sanitary and storm sewers and highway, mass transit, utility, and pedestrian tunnels.

Soft-Rock and Hard-Rock Tunneling:

Soft rock comes in many forms,

including varieties of mudstone, siltstone, sandstone and shale while common types of hard rock include granite and limestone. When faced with hard or soft rock, SAK employs drill-and-blast and open main beam methods, plus single shield and double shield tunnel-boring machines. Applications include construction of sanitary and storm sewers, and water, highway, mass transit, utility and pedestrian tunnels.



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Large Diameter Tunneling



Shaft Excavation

Hand-Mined Tunneling:

Using liner plate, rib-and-board and timber sets to support the soil or rock, SAK has successfully completed hand-mined tunnels of various shapes and sizes through a range of soil types. Common applications for hand mining include starter tunnels, tail tunnels, utility tunnels, road crossing tunnels, and connecting tunnels for structures.

SHAFT EXCAVATION

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Project Manager

SHOTCRETING

One of the most versatile tools in SAK's arsenal of underground construction solutions, shotcreting plays a vital role in a variety of projects: tunnel construction and pipe installation; sewer rehabilitation and repair; soil stabilization; and

temporary or permanent excavation support.

One of the leading applications for shotcreting is the repair of aging culverts. Built to allow storm water to flow under major transportation infrastructure, culverts are crucial to environmental and public health and safety. More than 5 million are currently in use throughout the United States. Many culverts are deteriorating rapidly from rust or deterioration, leaving communities vulnerable to the dangers of breaks and collapse.

Using high-pressure air hoses, SAK sprays a specialized wet or dry concrete solution at the surface being built or repaired. The shotcrete adheres to the surface and cures, forming a structurally renewed culvert. This not only renews the structure, it stabilizes the surrounding soil with minimal reduction of flow volume and downtime.

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1405 Benson Court, Suite C
Arbutus, MD 21227

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The Trenchless IQ Test: February 2017

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CIPP in Henderson, Ky.

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BY ADMIN ON NOVEMBER 22, 2011

NEWS

Historic Henderson, Ky., — a scenic Ohio River city that was once home and artistic inspiration to famed naturalist John James Audubon — is making a name for itself today in a new, less apparent way.

One problem this city of 29,000 has faced in recent years is water pollution, resulting partly from Henderson's dependence on an aged, badly deteriorating combined sewer system that was constructed in segments beginning in the late 19th century and continuing through the 1960s.



Combined sewer systems — called so because they transport rainwater, domestic sewage and industrial wastewater all in the same pipeline leading to treatment plants — can be a source of many community headaches. In Henderson, what sometimes happened was this: During periods of heavy rainfall or heavy soil saturation, the flow periodically exceeded the system's capacity. The sewers would then overflow, carrying a blend of domestic waste and rainwater into creeks and rivers, having a negative impact on aquatic life and water quality.

As water quality studies demonstrate, this thorny issue is in no way unique to Henderson. In fact, in the mid-1990s, the EPA identified nearly 800 cities in the United States that were using combined sewer systems (CSOs). What sets Henderson apart is its remarkable determination to find an up-to-date, affordable solution for the long term, a solution that would minimize disruption above ground and, most importantly, provide cleaner, safer water to the community.

Henderson's city leaders knew that achieving these goals would require extensive planning and research, a process they kicked off in 1994, shortly after the EPA issued remediation guidelines.

From the beginning, the city has led the way. According to Tom Williams, director of engineering for Henderson Water Utility, Henderson was one of the first small cities in Kentucky to complete a submission for a long-term control plan; an overall budget of \$39 million was established at that time. In addition, beginning in 1995, Henderson went to work to separate sewer lines, a process that required installation of new pipeline, as well as renovation of existing lines.

Henderson has made significant progress in the intervening years and now has separated approximately 60 percent of the system, greatly reducing the number and severity of overflows and improving water quality. In comparison, most other cities of Henderson's size are just beginning the process of writing their long-term plans for remediating combined sewer issues and have made far less progress in system corrections.

SAK Construction was selected through a bid process in 2010 to take on a key aspect of the long-term plan: the \$2.3 million Downtown Sewer System Rehabilitation project, which required cured-in-place pipe (CIPP) capabilities and careful coordination with the thriving businesses in the area to minimize disruption.

SAK is led by industry veterans Jerry Shaw, president, Tom Kalishman, chairman, and Robert Affholder, vice chairman. Headquartered in the St. Louis, Mo., area, SAK Construction is a privately held pipeline rehabilitation and tunneling contractor, with gross revenues of more than \$70 million in 2010, up from \$31 million in 2009. SAK



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currently has projects in 25 states for pipeline rehabilitation using CIPP and is an Aqua-Pipe licensee for drinking water mains.

The Henderson sewer project was divided into two phases. The first phase was to install necessary new sanitary sewer and water lines in the 16-block downtown area; the second was to use CIPP to rehabilitate the old sanitary sewers and convert them into separate storm water lines. Ultimately, the project had to meet the requirements of the Henderson Water Utility's long-term control plan, which is part of a consent judgment between the City of Henderson, the Kentucky Division of Water and the United States Environmental Protection Agency (USEPA).

SAK Construction started work in June 2010 and completed the project in early October 2011. In the process, the contractor renovated 18,736 lf of sanitary and storm sewer pipeline, 8 to 48 in. in diameter, using SAK's CIPP process.

The Downtown Henderson Project

Working in downtown Henderson was an unusual opportunity for SAK Construction to be part of a carefully planned effort to retain the historic flavor of a community while bringing its water and sewer system into the 21st century.

In 1986 — nearly a decade before the EPA issued its guidelines for remediating combined sewer problems — the city launched a "Downtown Henderson Project" with the help of the National Main Street and Kentucky Main Street programs affiliated with the National Trust for Historic Preservation. The main thrust of the Henderson project was to revitalize and promote the city's historic business district while preserving its unique character.

The Downtown Sewer System Rehabilitation Project was conceived to complement the 1986 Downtown Henderson project, which meant that there was a high level of care for preserving the look of the streets and buildings while making every effort to minimize disruption to traffic and businesses.

Overcoming Challenges for Effective Solutions

Each infrastructure project is unique to its geography, terrain and other factors. The Henderson project was no exception.

One of the primary challenges was to mitigate disruption to traffic in the downtown area during necessary periods of cut-and-cover construction. To expedite the CIPP process in areas where larger openings in the streets were necessary, SAK effectively used a steam-curing method on the majority of small- to medium-size diameter pipes. This method decreased cure time significantly while delivering the same high quality end product. In addition, SAK scheduled work at night, when possible.

As a result, the work installing CIPP on a sewer segment was often completed in only eight to 10 hours, with minimal disruption to traffic and business activities. The SAK team, comprised of Tim Bussen, project manager for rehab operations, and Jason Laney, general superintendent for the Central Region, provided effective communication during all phases of the project. SAK prides itself in having superintendents who "wear many hats" on each project in which they are involved, including not only running the field operations for the crews on that specific project, but also assisting in management of the overall project. The Henderson project required extensive work from numerous subcontractors on jobs such as manhole frame and cover replacement, bypass pumping, manhole rehabilitation and top hat installation. SAK Construction considered it beneficial to have a general superintendent onsite to ensure the project went smoothly.

Industry and water quality experts note similar pipeline-related issues such as in Henderson, are on the rise in cities nationwide due to America's aging infrastructure and growing population. Collapsing, malfunctioning or inadequate water mains, sanitary sewers and storm sewers cause a variety of serious problems and threaten the water supply in many communities.



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Henderson Water Utility has taken a proactive approach to improving its water system. The completion of this project will provide the downtown area with a sewer system that is "sealed," and resistant to many of the problems common in aging infrastructure throughout the United States.

erry Shaw is president of SAK Construction.

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SAK Construction Begins Work on New \$9.2 Million Rehabilitation Contract in St. Louis

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BY TT STAFF ON MARCH 11, 2015

NEWS

SAK Construction LLC (SAK) has begun work on a \$9.2 million contract to rehabilitate 5,575 lf of aging combined sewer in downtown St. Louis.

The project, which targets a major segment of the brick-and-limestone Old Mill Creek Sewer, is jointly funded by the

U.S. Army Corps of Engineers and the Metropolitan Sewer District of St. Louis (MSD). Rehabilitation of the sewer, which was built in the 1860s, is part of a comprehensive plan MSD is implementing to improve the St. Louis wastewater system.

According to Mike Badgley, SAK project manager, the contract includes renovating the 18-ft high by 20-ft wide arch-shaped sewer, 15 manholes and 58 lateral connections, using chemical grout, concrete and shotcrete (a specialized wet or dry concrete solution that is sprayed on and hardens in place, forming a structurally renewed surface). To complete the work, an estimated 3,200 cubic yards of concrete, 4,500 cubic yards of shotcrete and 400 tons of reinforced steel will be required.

SAK's extensive experience in working on aging combined sewers, including the recently completed successful renovation of another section of the Old Mill Creek Sewer, allows us to tackle assignments of this complexity and size and ensure an on-time seamless project completion for MSD," Badgley says.

Completion is slated for November 2017.

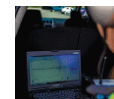
Among the unusual challenges posed by the project is the sewer's significant average dry weather flow of 50 million gallons a day. Explains Badgley: "A combined sewer carries both sanitary and storm water. This means that heavy



SAK Construction LLC, recently began work on rehabilitating a 5,575-lf segment of the Old Mill Creek Sewer in Downtown St. Louis.



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ainfall or a high river stage, in addition to the normal dry weather flow, can restrict working conditions within the sewer."

To minimize potential issues and to progress on schedule, SAK regulates the dry weather flow by using a combination of bypasses and flow diversions.

Based in O'Fallon, Missouri, and with additional regional offices in Arbutus, Maryland; Sacramento, Calif.; and Nashville, Tenn., SAK is active across the United States. The company solves the challenge of maintaining and restoring aging water and sanitary infrastructure for the municipal, energy and industrial markets. With industry-leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.

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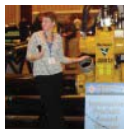
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SAK Construction Pulls Off a 'Triple Play' Downriver From Busch Stadium

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BY SCOTT LINKE ON AUGUST 10, 2016

APPLICATIONS, FEATURES, PIPE RELINING, REHABILITATION, UNITED STATES

Located along the east bank of the Mississippi River in St. Clair and Monroe Counties, Ill., lies a tranquil 20-mile stretch of farmland protected by an urban design levee. Its location is just across the river and a bit downstream from the ballpark where the local professional baseball team — the St. Louis Cardinals — have had many championship moments.

This farmland, home to the Prairie DuPont & Fish Lake Levee Districts, is a pristine field of dreams that looks ready to house another baseball heaven. However, lying below ground, the aging levee was in desperate need of repair as the CMP storm drainage system had deteriorated due to age and the flood conditions that exist almost yearly along the Mississippi River.

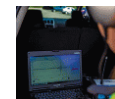
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Much like the aging veteran pitcher trying to secure the win, the levee — completed in 1951 — was doing its best to continue to protect the area from flooding. The levee was constructed to drain excess water from the local farmland into the Mississippi River and included a gatewell to stop a rising river from backwashing into the fields. The downstream lines ultimately drained into three exit pipes and into the river. Past disasters, such as the Great Flood of 1993 that hit the entire St. Louis region and less severe weather patterns that led to the frequently rising rivers, caused the levee gatewell and the surrounding corrugated metal pipe to significantly deteriorate. Sections of the levee were in danger of failing during flood conditions and needed rehabilitation, but they couldn't be taken out of service during the process. Lane Corp., the general contractor that was awarded the levee rehab project, needed to find a non-disruptive structural solution that could fix the pipes in live flow (but non-flood) conditions.

SAK Construction, of O'Fallon, Mo. (located in the St. Louis region), was contacted by Lane to see if its patented Spiral Wound rehabilitation solution, also known as SPR, could address the problem. SPR utilizes



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steel-reinforced, interlocking PVC profile strips that are grouted in place and the installation equipment uses standard access points without site excavation. After the wound SPR material traverses the length of the pipe, the annular space is then grouted with a special high-strength grout and the pipe is ready for service. The result is a structural pipe with a PVC invert within the existing culvert. Most importantly, SPR can be installed in live low conditions.

After careful consideration, Lane decided it was the perfect solution for this project as it accomplished all of the project goals.

The general contractor awarded the project to SAK, the SPR third-party

stamped design and submittals were provided, and a Notice to Proceed was granted in September 2014 with SAK mobilizing after the Thanksgiving holiday.

The challenge for this project, as stated before, was to keep the system functioning while performing the work. Because of the flexibility of the SPR installation process, the levee drainage system was able to continue operating during the rehabilitation project. SAK started installing SPR in the upstream sections of the pipe and during the winding process diverted the flow among the three 84-in. corrugated metal drainage pipe sections until each 150-lf section was wound, bulkheads and bracing installed, and structural grouting commenced. Like a perfect "triple play," the rotation of the work from line to line finished the repairs one by one and solved the problems for the levee.

RELATED: SAK Construction: Making All the Right Moves

The project was not without its issues. The flexible installation benefits of the SPR solution — a major reason it was selected — were leveraged twice during the project as the defiant Mississippi river flooded to back up the drain pipes.

This required the Levee District to close the gates within the structure, temporarily halting the project. Both times the project was stopped, the pipe section was only partially completed. Luckily, the SPR process could be interrupted because the waters from the river rose to top the pipes at levels fully submerging the downstream sections. Unlike other rehabilitation options considered for the situation, the SPR winding machine was simply removed and the lined pipes rode out the high water while the river was at flood stage.

Installation flexibility by our crews is a huge advantage," said Cary Shaw, business development leader, spiral wound markets at SAK Construction. "In this case, the ability to pull out our winding machine quickly was invaluable when informed of an approaching storm." Depending on the project removal times can vary, but in this case SAK was able to have the SPR winding machine removed in less than an hour.

In an area that is well-known for its annual storms and the potential flooding that often accompanies them, Columbia, Ill., (the town on the front lines of the levee) is also a region deep-rooted in heritage with a long history of battling the threatening waters of the Mississippi as well as other threats. Originally settled by Frenchmen in the mid-17th century, Columbia was taken over by the British until the Revolutionary War forced them out and it



The aging and failing levee before SAK Construction's SPR solution is installed.



SAK started installing SPR in the upstream sections of the pipe and during the winding process diverted the flow among the three 84-in. corrugated metal drainage pipe sections until each 150-lf section was wound, bulkheads and bracing installed, and structural grouting commenced.



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became a permanent settlement for early colonial American settlers. It was then that Columbia was plotted out as a town and built on the bluffs several hundred feet above sea level to help protect against the annual flooding threats from the river. However, those farmlands surrounding the big river became a key source of commerce and pride for the area so great planning and expense was taken to protect them.

"We take a lot of pride in our work," said Cory Street, project manager at SAK. "We understand that, while we may not personally meet all of the people in the regions where we work, there is a sense of obligation to make sure that we do the best job possible to protect the families and their resources in the area."

Founded in January 2006, SAK Construction is fueled by an experienced and knowledgeable leadership team known throughout the industry. Led by industry veterans Tom Kalishman, Jerry Shaw, and legendary trenchless pioneer Bob Affholder, SAK (whose namesake originated from its three founding leaders) has consistently been at the cutting edge of new solutions such as SPR, and with their headquarters located in the St. Louis region they are well aware of the many challenges created by the surrounding rivers.

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Many stories have been written about the power of the mighty Mississippi. Those who live in Columbia have found a way to live along its shores. Modern engineering and technology has helped to protect them and has fought a battle against the elements for many years. The levee faced the scenario seen many times before by the region's beloved St. Louis Cardinals..."bottom of the ninth, nobody out, bases loaded" by the opposing team.

The team needed just three more outs to clinch that elusive championship against a formidable opponent. Much like in the famous poem "Casey at the Bat" by Ernest Thayer, the Mighty Mississippi was threatening to win and destroy the hopes of many. You could almost hear the legendary words of the classic poem being spoken, "...mighty Casey, was advancing to the bat." But in this case... "Mighty Casey" turned out to be the Mighty Mississippi and the lead that was being protected was that 20-mile stretch of farmland protected by the levee. The region needed its own version of a triple play, the rehabilitation of those three drain pipes, or else the river's victory would become a reality.

Perhaps the modified version of the poem would read something like this: With a region on the edge of their seats, the people of Columbia stood tall on the mound and gleamed down at the Mighty Mississippi as he advanced. Armed with treacherous waters aided by the vicious storms of the mid-western spring, the mighty old river's fierce flows against the aged levee came up short. Once again "there was no joy in Mudville" as SAK pulled off the perfect triple play.

Scott Linke is marketing manager at SAK Construction.



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SAK Construction Awarded Pipeline Rehabilitation Projects Totaling \$21.7M

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BY TT STAFF ON MAY 19, 2016

NEWS

SAK Construction (SAK), a national pipeline rehabilitation and tunneling services contractor, is beginning work on \$21.7 million of contracts won throughout the Baltimore and Washington, D.C. regions. SAK is repairing the sewer and pipeline infrastructure in these metropolitan areas without excavation or disruption by utilizing state-of-the-art trenchless technologies, including CIPP (cured-in-place pipe) pipeline rehabilitation.

SAK was awarded the following projects as low bidder:

- **District of Columbia Water and Sewer Authority:**
- G100: Local Sewer Rehabilitation 1: a \$5.25 million contract for the rehabilitation of approximately 140 manholes and the replacement of existing sewer mains throughout the District of Columbia. Using CIPP, SAK will rehabilitate 15,000 lf of sanitary sewer pipeline, with diameters ranging from 12 to 24 in. The project is under way and will conclude in 2017.
- Rehabilitation of Sewers Under Buildings Phase 2: a \$3.6 million contract for the structural repair of sanitary sewer and combined sewer and storm water pipes under buildings at 19 sites throughout the District of Columbia. SAK will use CIPP, shotcrete and other methods to repair pipes ranging from 10-in. diameter to 108-in. height.
- **Baltimore County**
- Herring Run Basin 31: a \$2.04 million contract for the rehabilitation of sewer lines in the Ridgeleigh Community, also known as "The Oaks," situated near Loch Raven Boulevard and Joppa Road. The project includes 23,251 lf of CIPP pipe rehabilitation and 1,109 vf of manhole rehabilitation. Completion is expected in December 2016.
- Stemmers Run Sewershed Rehabilitation: a \$1.52 million contract for the rehabilitation of 23,665 lf of sewer pipeline and 882 vf of manhole rehabilitation on the north east side of Baltimore City. SAK will use CIPP as the solution with completion expected in September 2016.
- Jones Falls Basin BC09 Sewer Rehabilitation: a \$2.74 million project located on the north side of Baltimore City for the rehabilitation of sewer lines between I-83 North, I-695, Timonium Road and York Road. A train system bisects the work area. SAK will use CIPP to line 34,868 lf of sewer lines and will rehab 1,588 vf of manholes. Jones Falls BC09 is to be completed by February 2017.
- **City of Baltimore Bureau of Water and Wastewater**
- SC 937 Chesterfield Ave, Herring Run Sewershed: a \$6.59 million contract to rehabilitate a segment of the sewer system in Baltimore City. SAK will use CIPP to line 11,861 lf of sewer line and install 249 vf of new manholes, 1,191 lf of new 8-in. PVC pipe and 1,409 lf of new 16-in. ductile iron pipe. Work is to be completed by June 2018.

These projects reflect strong national demand for pipeline rehabilitation resulting from America's aging infrastructure. Collapsing, malfunctioning or inadequate water mains, sanitary sewers and storm sewers produce a variety of serious problems and threaten the water supply.

To address these needs, while minimizing above-ground disruption, municipalities are seeking solutions like those offered by SAK Construction to provide the newest underground trenchless technologies for pipeline rehabilitation. SAK also provides solutions for repairing drinking water mains from 6 to 16 inches in diameter. When expansion of



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Existing water, sewer and storm water systems is required, SAK provides large diameter tunneling services for 48-in. diameter up to 32-ft arch-shaped.

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SAK Construction Builds A Solid Reputation Based On Rehabilitation and Inspection Experience

By Ken Wysocky | Cover Story | January 2015 | Appeared in print as "Built on Experience"

SAK Construction sets the standard for pipe rehabilitation and trenchless technology.

There was a time when pipe relining was an unknown and little-trusted solution for repairing broken sewer lines. But judging from the rapid growth of SAK Construction in O'Fallon, Mo., that perception is disappearing like water down a drain.

Founded in 2006 by Jerry Shaw, Bob Affholder and Tom Kalishman – the S, A and K in the company's name – the pipeline rehabilitation and inspection firm started with just five employees. Today it employs more than 300 people; owns a multimillion-dollar fleet of equipment, ranging from vacuum trucks and water jetters

to cured-in-place pipe systems and pipeline inspection trucks; racks up more than \$100 million in annual gross revenue; and serves customers nationwide from branch offices in Baltimore, Phoenix, Tampa, Fla., and Rocklin, Calif.

In addition to CIPP, SAK offers a wide range of pipeline rehab technologies, from sliplining to spiral-wound PVC to shotcreting to compression-fit liners.

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"We're one of the fastest-growing, privately held pipeline rehabilitation companies in the country," says Jim Kalishman, the company's chief information officer. "We mainly serve

municipal markets, but we're expanding into industrial and energy segments, too. We also do tunneling and are looking to go international in that segment."

Part of the rapid growth stems from the state of rapidly deteriorating sewer and pipeline infrastructure nationwide. "It's a competitive market, but it's still growing," Kalishman notes.

In fact, the U.S. Environmental Protection Agency estimates that some \$355 billion worth of work is required to address water and sewer pipeline woes throughout the United States. In addition, many municipalities nationwide are under orders from the EPA to make infrastructure repairs or improvements – and have committed funding to doing so. Then there's the growing

acceptance of trenchless technology as a viable solution to broken sewers.

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"There's broader acceptance of CIPP as customers see that it works," Kalishman says. "Engineering firms are more receptive to it, too. Like with any new product, it was considered an alternative solution when it was first introduced. But as people grew aware, and heard more and more reports of success with the product, it was no longer an unknown alternative. In fact, in most cases, it's now part of the normal specs in contracts."

Pioneering veterans

But there's another equally important factor at work here: The company's founders, who comprise a "dream team" of sorts in the pipeline rehabilitation industry, with more than 100 collective years of experience in the industry. Shaw (the company's president), Affholder (vice chairman) and Tom Kalishman (chairman and chief executive officer) are trenchless-technology pioneers who used to lead Insituform Technologies

(now Aegion Corporation), one of the country's largest pipeline rehabilitation contractors.

Moreover, Affholder – who founded St. Louis-based tunneling and boring company Affholder Inc., in 1968 before co-founding Insituform – recently was elected to the North American Society for Trenchless Technology Hall of Fame. Shaw was selected as the Underground Construction Technology Association's most valuable professional for 2014.

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"We have the expertise to solve the most complex infrastructure issues and get the job done right," Jim Kalishman asserts. "Our team's experience, at all levels of management and in the field, is second to none in the trenchless industry."

That experience has enabled the company to successfully complete many difficult projects, including:

- Using CIPP technology to reline more than 10,400 feet of 54- to 78-inch-diameter interceptor line owned by the Los Angeles County Sanitation

District and serving the Los Coyotes Water Reclamation Plant, without disturbing activities in busy residential and commercial districts.

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- Employing high-density polyethylene to repair 3,100 feet of a 30-inch-diameter, cast-iron water main in Amarillo, Texas. Installed in 1927, the line's lead joints were leaking. Open-cut repairs weren't an option and flow capacity had to be maintained during the rehab work. Crews ended up doing unusually lengthy, 1,000-foot-long pulls to save time and minimize the need for connections and disruptions.

- Utilizing spiral-wound PVC technology to reline 1,050 feet of a deteriorating 42- to 48-inch diameter, stacked-stone sewer line in a historic area of Fort Worth, Texas, with limited access, restricted working hours and no bypass ability.

- Temporarily bypassing water service to 145 individual residences and 11 fire hydrants in a heavily populated

neighborhood in Omaha, Neb., while relining more than a mile of 6-inch-diameter, cement-lined, cast-iron water main. The main ran under driveways, streets and sidewalks and the project was the city's largest structural lining endeavor to date. To save time, money and materials, SAK crews installed the bypass piping along common property lines through backyards. They also developed a new loader system that carried up to 11 service connection plugs into the pipeline, saving countless hours of labor. And to stop the liner's curing resins from getting into corporation stop valves, SAK crews relied on advanced robotics to plug and later reinstate the 145 service connections.

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Advanced technology

One of the keys to the company's success is its large fleet of technologically advanced equipment, which includes: combination sewer cleaning trucks made by Vactor Manufacturing (a subsidiary of Federal Signal Corp.), generally equipped with 80 gpm Vactor

pumps and 10- or 12-cubic-yard debris tanks; water jetters made by Sewer Equipment and Vactor Manufacturing (typically generating flow and pressure of 80 gpm at 2,000 psi); several International tractor cabs; tri-axle International trucks used for hauling materials and curing equipment; truck-mounted pipeline inspection systems made by Aries Industries, CUES and RS Technical Services; PipeTech, Granite (CUES) and WinCan inspection software; and Ford pickup trucks and F-550 crew trucks.

For sewer relining, SAK uses its own proprietary CIPP technology; for pressurized water pipes, the company offers customers a proprietary relining product.

"When it comes to equipment, we rely on a keep-it-simple philosophy," says Steve Hirtz, SAK's vice president of operations, noting that the company prefers to use the same vendors for equipment to leverage the benefits that derive from standardized vehicles and equipment.

"Standardization is a big thing for us," Hirtz says. "When you grow a company from zero to as big as we are, and you're spread all over the United States, standardization is

important for easier maintenance, training support and purchasing power for repair parts. If employees know about a particular piece of equipment, they can easily move from one piece to another and will still know how to maintain it and operate it efficiently. It's really no different than Southwest Airlines running all [Boeing] 737 airplanes."

There are times when larger pieces of equipment might be more efficient on certain projects, Hirtz concedes. But in those instances, SAK still would rather run smaller machines or equipment a little longer because the overall benefits of standardization outweigh the incremental productivity gains.

SAK doesn't hesitate to invest in capital projects that can improve customer service, better manage inventory and exert more control over project scheduling. A good example is the CIPP tube-manufacturing facility the company built in 2012 in O'Fallon, which expanded the company's facilities there to 120,000 square feet.

"In a nutshell, we wanted to control more of our own destiny," Hirtz says, explaining why it made sense to manufacture its own CIPP

tubes. "By making our own liner, we can shorten the lead times for ordering liner and carry less inventory on hand. But we still have great relationships with other vendors we work with."

More growth expected

Looking ahead, company officials expect continued expansion into industrial and energy sectors and also are looking at major international projects as well. The company has new technologies "in the pipeline" to solve customers' infrastructure rehabilitation needs, Kalishman says. They are also planning for continued growth through a variety of means, like the 2011 purchase of Pipenology Inc. in Rocklin, which then became the company's western regional headquarters. But don't expect growth for growth's sake.

"This is a dynamic industry that is both growing and highly competitive," says Tom Kalishman. "We hope to continue to earn our share of new business. In the past, SAK has grown both organically and through acquisitions and we will consider all options as we move forward."

More Information

Aries Industries, Inc. - 800/234-7205 - www.ariesindustries.com

CUES - 80/327-7791 - www.cuesinc.com

PipeTech Software - 800-262-7817 - www.pent.com

RS Technical Services, Inc. - 800/767-1974 - www.rstechserv.com

Sewer Equipment - 800/323-1604 - www.sewerequipment.com

Vactor Manufacturing - 800/627-3171 - www.vactor.com

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Kyle Bowen (left) and Zach Andrews of SAK Construction guide the terminal end of a CIPP liner out of a manhole on a sewer relining job in St. Louis.



Industry Honors Jerry Shaw As 2014 MVP

by **Traci Read** Managing Editor

Jerry Shaw has been named the 2014 Most Valuable Professional (MVP) by award sponsors Underground Construction Technology Association (UCTA) and *Underground Construction* magazine. The MVP Award is bestowed annually to an individual for outstanding contributions to the underground infrastructure industry.

A special luncheon was held to honor Shaw's achievements in the industry on Jan. 28 at the George R. Brown Convention Center in Houston, held annually in conjunction with the UCT Conference.

Noted for being a pioneer in the underground construction industry, Shaw continues to play a leading role more than 35 years later as president of SAK Construction, where he leads day-to-day operations. Shaw's long-term success in the industry is rooted in his dedication to building a team of talented professionals committed to solving any underground construction challenge.

He's also a humble and unassuming leader who would much rather discuss the successes and accomplishments of others than bring attention to himself as was evidenced in his acceptance speech. Once Shaw got over his surprise at receiving the Most Valuable Professional award, he was quick to point out that the honor would not be possible without the people he's worked with throughout his career.

"Bob Affholder, my mentor in the tunneling business, received the MVP award in 1999 and it was hard for me to believe that I was even considered for the same honor as someone whom I think is a legend in the industry," Shaw said. "This award is really a compliment to my partners, Tom Kalishman and Bob, and to all the hard working employees at SAK. An award such as this is not an individual achievement but a reflection of the achievements of a great group of motivated individuals."

"Looking out over this crowd of people, many of whom I've had the great pleasure to work with for almost 35 years, is like a scrapbook of my life," Shaw added. "I have great

memories of the people I've met and of the places the jobs have taken me."

The early years

It is often suggested in business that it's the people you know who help you get ahead. This sentiment would prove true for Shaw when he answered a job listing for tunneling and boring company Affholder Inc. in 1979 that would evolve into a long and fruitful career in the trenchless industry.

"Within a few days [after being hired] I knew this was the industry for me," Shaw explained. "I love the constant challenge of taking on new jobs where we'd often figure out a unique solution to a customer's needs. I was also lucky enough to start my career working for Bob, who as a boss and mentor, continually motivated and empowered me to get the job done right."

At Affholder, Shaw quickly worked his way up to senior management. The company, in addition to focusing on tunneling, became the first mid-American licensee to install cured-in-place pipe (CIPP) using the Insituform process. In 1987, the company went public as Insituform Mid-America (IMA), acquiring additional territories to become the largest Insituform licensee in the United States. From 1983 to 1987, Shaw served as a tunneling project manager for the company's tunneling division. From 1987 to 2005, he led day-to-day tunneling operations for Affholder, taking the company from \$25 million to \$120 million in revenue. Eventually, IMA merged with Insituform North America and the other licensees to form Insituform Technologies (now Aegion).

From those early days working at Affholder, it was evident to Shaw that Bob's business approach was different from most in the industry.

"With Bob you did not start off small," Shaw said. "Our first CIPP inversion project was for a 3.5-foot by 2.5-foot egg-shaped sewer. Most people would have been concerned about installing an odd shaped liner of that size on their first try, but not Bob. His philoso-

phy was 'plan it well and then just do it.' Unfortunately, the company that wet the liner out for us made a mistake and the liner hardened overnight in the reefer truck. It was a tough start for what eventually turned out to be an extremely successful undertaking."

It was also during his years at Affholder that Shaw would make another lasting friendship and eventual business partner in Tom Kalishman, who helped IMA grow its regional markets before serving on the Insituform Technologies Inc. board of directors until his departure in 2005.

After leaving Insituform Technologies in 2005, Shaw and Kalishman met to discuss where their futures were headed. Using what they knew about CIPP and the tunneling market, it wasn't long before these like-minded individuals decided to strike out on their own in 2006 to form St. Louis-based SAK Construction. Affholder would follow in 2007.

"Tunneling jobs were flooding the market, and after the [Insituform] patents expired, the CIPP industry continued to grow," said Shaw. "However, we only wanted to return to the industry if we could create a company based on the principles we learned from Bob where the focus was on the team, the customer and quality. From that initial conversation, the beginnings of SAK were born."

"In 2007, Tom and I were reunited with Bob when he joined SAK Construction. We each have experience running a trenchless business, but we respect the strengths of the other and have complementary skills," he added. "In my role as president, I primarily focus on SAK's day-to-day operations. Bob is vice chairman and focuses on our customers and corporate culture. Tom is chairman and chief executive officer, and he focuses on finance and strategy. Together, we bring years of real-world trenchless experience to the table. And we really enjoy working together!"

"From the start, our strategy at SAK differed from most companies in that we hired key management personnel before we acquired the jobs, which allowed us to be pre-





pared to build new work and to rapidly grow our business. Soon we had a team with experience that exceeded anything we had seen in the industry. Several of us have worked together for almost 35 years now. Everyone who joined us knew exactly what the company wanted to achieve – a return to the original roots of Bob's success – hire the best talent, create an environment where people are valued, deliver world-class services and put customers first."

What's happening now

Today, SAK continues to focus on solving customer's pipeline rehabilitation needs using tunneling and trenchless solutions. In only a few short years, Shaw's leadership has helped propel SAK to one of the fastest growing pipeline rehabilitation contractors in the country.

Based in O'Fallon, MO, with regional offices in Sacramento, CA, Tampa, FL, Phoenix, AZ, and Baltimore, MD, the firm has active projects in 34 states.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.

Notable SAK Construction projects include using CIPP technology to rehabilitate 10,425 feet of a 54- to 78-inch diameter interceptor pipeline for the Los Angeles County Sanitation District; compressive fitting polyethylene technology to rehab 3,100 feet of 30-inch cast iron water main in Amarillo, TX; Aqua-Pipe CIPP to rehab more than 18,000 feet of 6- and 10-inch drinking water mains for the Montgomery Water Works & Sanitary Sewer Board in Montgomery, AL, and reinstating the house service connections internally using robotics; Spiral Wound PVC to rehabilitate 1,000 feet of 48-inch by 42-inch stone arch pipe for the City of Fort Worth, TX; and constructing the 18,500

"Bob Affholder, my mentor in the tunneling business, received the MVP award in 1999 and it was hard for me to believe that I was even considered for the same honor as someone whom I think is a legend in the industry," Shaw said. "This award is really a compliment to my partners, Tom Kalishman and Bob, and to all the hard working employees at SAK. An award such as this is not an individual achievement but a reflection of the achievements of a great group of motivated individuals."

foot 54- to 96- diameter pipe Downtown Wastewater Tunnel for the City of Austin, TX.

SAK's philosophy is rooted in management's core values of empowering employees to contribute to solving problems quickly when they are in the field. Shaw shares the belief that the key to good management is putting people in positions where they can be innovative and contribute ideas about how to improve processes, quality and costs.

"Throughout my career," he said, "I've been lucky enough to have world-class people working with me and that's still true today at SAK. So much of our business depends on decisions our people in the field make every day. Those decisions are the difference between a project's success and failure; a job getting done on time and most importantly a job getting done safely.

"Our business is about people – hire the

best, instill in them the absolute need for safety, product quality, customer satisfaction and then empower them to get the job done. At SAK, we focus our people on getting the job done right the first time and not to take shortcuts. That philosophy of team success is as true today at SAK as it was when I started at Affholder," Shaw said.

The next step

With plenty of projects coming its way, SAK is poised to move into more markets to handle expansion nationally as well as in the international arena. Shaw also anticipates the next few years to be busy ones in the trenchless industry.

Shaw said: "Looking forward, SAK has a large backlog and a strong team and infrastructure in place to handle growth. We expect to continue to expand both nationally and internationally, which means we will substantially add to our workforce at all levels over the next several years. Our goal is to solve customers' rehabilitation problems by applying the right technology to the situation. We are not dedicated to a one-sized-fits-all solution and are always searching for new technologies to complement our core CIPP and tunneling product lines.

"I think we will continue to see innovative products broaden the technical envelope for trenchless applications. The primary use of trenchless products originally was in the sewer market. At SAK, we continue to see new applications in the potable water market and other pressure pipe [applications].

"Cities have done a great job in bringing trenchless technologies into the mainstream. In this time of tight budgets, it continues to be critical to focus on quality and service. We want to make sure that we solve pipeline problems permanently.

"The industry has come a long way," Shaw added, "but I've found the core principles that I learned years ago are the same today and I'm happy we are focused on them again at SAK." ■



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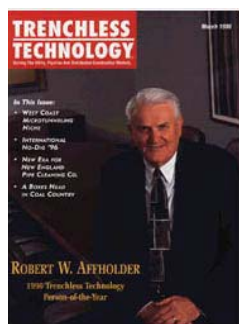
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1996 Trenchless Technology Person-of-the-Year: Bob Affholder

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BY ADMIN ON MARCH 1, 1996

BUSINESS/PEOPLE, PERSON OF THE YEAR



His career started in 1958 when no one called it trenchless technology, and Bob Affholder has been upbeat and positive about the business from the beginning. In the 38 years since he started working as a laborer for Armco Industries Metal Products Division, Bob has seen the trenchless business grow from nothing into one of the most dynamic areas of construction. He has been responsible for some of the most dramatic changes that have occurred.

"I started my own tunneling and boring business in 1968 because I got mad at my boss at Armco," said Bob. Jerome Kalishman was the attorney that incorporated the original Affholder company in 1968, and over the years Kalishman has become an integral part of the company. "Our individual strengths compliment each other,"

Bob said. "I have been able to identify new products or successful companies and Jerry has been very efficient in negotiating contracts and acquisitions. By working together we have been able to position the Affholder company and Insituform Mid-America into organizations with complementary products."

In October 1995, the merger of Insituform Mid-America Inc. and Insituform Technologies Inc. was completed. This has put Bob Affholder in charge of all North American contracting for the corporation. He is ready to roll up his sleeves and push the company into new markets and help develop new products to continue to lead the trenchless rehabilitation industry.

He delights in building an organization of competent people that want to solve problems. "We take on the toughest boring and tunneling jobs with the Affholder company. Insituform is going to become the world's resource for rehabilitating any type of pipe system," Bob said.

Bob first heard about the Insituform product in 1982, and he was aware that there had been problems with some of his early installations. From its beginning, Insituform Mid-America grew to become the world's leading installer of Insituform, closing out 1995 with \$107 million in sales representing more than 40 percent of ITI's total sales of an estimated \$270 million worldwide.

In almost all of his discussions, Bob ends up talking about the people in the business. He is interested in the technology and understand it as well as anyone, but his delight comes in seeing the people working for him become successful.

I grew up on a farm in Kansas with 11 brothers and sisters, and my dad liked to work and he taught us to like to work," said Bob. "We learned that it was fun and it still is fun. I want to work as long as I enjoy it, and so far, I'm having a great time."

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NSF/ANSI 61 Drinking Water System Components - Health Effects

NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#). Click here for the definitions of [Water Contact Temperatures denoted in these Listings](#).

Sekisui SPR Americas, LLC

5000 Austell-Powder Springs Road

Suite 138

Austell, GA 30106

United States

678-510-1820

[Visit this company's website \(http://www.sekisui-spr.com\)](http://www.sekisui-spr.com)

Facility : Hammond, LA

Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Blue Liner - Immediate Return to Service			
NordiPipe[1] [2] [3]	>= 6"	CLD 23	MLTPL
NordiPipe[4] [5] [6]	>= 6"	CLD 23	MLTPL

NordiPipe[7] [8] [9]

>= 6"

CLD 23

MLTPL

- [1] Certified for use with r.tec 521-25 OF resin only.
- [2] Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by hot water cure for a minimum of 5 hours at 80°C. After the hot water cure, lined pipes are subject to an ambient cure of 7 days.
- OR
- Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by steam cure for a minimum of 3 hours at 90°C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.
- [3] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 100:40 by weight.
- [4] Certified for use with Impax 296 or Futura 296 resins only.
- [5] Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by hot water cure for a minimum of 3 hours at 80° C. After the hot water resin cure, lined pipes are subject to an ambient cure of 7 days.
- OR
- Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by steam cure for a minimum of 3 hours at 80° C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.
- [6] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 3.30:1 by weight.
- [7] Only Certified for use with Futurabond 396 resin.
- [8] Final cure time and temperature: Resin is mixed and applied to the felt side of liner, then cured by hot water for a minimum of 6 hours at 82C. After the hot water resin cure, lined pipes are then subject to an ambient cure of 7 days.
- [9] Special comments: Mix ratio of resin to hardener (Part A: Part B) is 1.65:1 by weight.

Number of matching Manufacturers is 1

Number of matching Products is 3

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The Public Health and Safety Organization

NSF Product and Service Listings

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NSF/ANSI 61 Drinking Water System Components - Health Effects

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Sekisui SPR Americas, LLC

5000 Austell-Powder Springs Road

Suite 138

Austell, GA 30106

United States

678-510-1820

[Visit this company's website \(http://www.sekisui-spr.com\)](http://www.sekisui-spr.com)

Facility : Hammond, LA

Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Pipe Liner - Immediate Return to Service			
NordiPipe[1] [2] [3]	>= 6"	CLD 23	MLTPL
NordiPipe[4] [5] [6]	>= 6"	CLD 23	MLTPL

NordiPipe[7] [8] [9]

>= 6"

CLD 23

MLTPL

[1] Certified for use with r.tec 521-25 OF resin only.

[2] Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by hot water cure for a minimum of 5 hours at 80°C. After the hot water cure, lined pipes are subject to an ambient cure of 7 days.

OR

Final Cure time and temperature: Resin is mixed and applied to felt side of liner; liner is inverted into pipe. Lined pipe is cured by steam cure for a minimum of 3 hours at 90°C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.

[3] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 100:40 by weight.

[4] Certified for use with Impax 296 or Futura 296 resins only.

[5] Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by hot water cure for a minimum of 3 hours at 80° C.

After the hot water resin cure, lined pipes are subject to an ambient cure of 7 days.

OR

Final cure time and temperature: Resin is mixed and applied to felt side of liner, then cured by steam cure for a minimum of 3 hours at 80° C. After the steam cure, lined pipes are subject to an ambient cure of 7 days.

[6] Special Comments: Mix ratio of resin to hardener (Part A:Part B) is 3.30:1 by weight.

[7] Only Certified for use with Futurabond 396 resin.

[8] Final cure time and temperature: Resin is mixed and applied to the felt side of liner, then cured by hot water for a minimum of 6 hours at 82C. After the hot water resin cure, lined pipes are then subject to an ambient cure of 7 days.

[9] Special comments: Mix ratio of resin to hardener (Part A: Part B) is 1.65:1 by weight.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 1 seconds

SAK CONSTRUCTION PROJECTS LIST

VP Job #	Project Name	Owner's Contact Information	Address	Superintendent	Project Manager	Type	Complete Date	Completed Amount	Percent Complete	Footage Complete	Diameters
1008	St. Louis, MO Manchester Ave Combined Sewer Relief project	Pam Huntoon, Metropolitan St. Louis Sewer District P 317.678.6200	2350 Market Street St. Louis, MO 63101	Roger Lynch	James Byrd	Tunneling - MO	5/1/09	\$3,927,367.00	100%	648	84" RCP Installed (Excavation Diameter 10')
1009	City of Jefferson, MO Basin 17 Rehabilitation	Eric Seaman, P.E., City of Jefferson, MO P 573.634-6410	320 E. McCarty Jefferson City, MO 65101	Jeff Hirtz	Tim Bussen	CIPP - MO	5/31/09	\$1,818,931.00	100%	34458	6", 8", 10", 12", 15", 18", 24", 30", 36", 42"
1024	St. Louis, MO (MSD) Coldwater Sanitary Relief Section A Phase II	Steve Welnick, Metropolitan St. Louis Sewer District P 314.678.6200	2350 Market Street St. Louis, MO 63101	Roger Lynch	James Byrd	Tunneling - MO	4/1/10	\$6,967,955.00	100%	2283	96" RCP Installed (10' Excavated Diameter)
1070	City of Jefferson, MO Basin 16 Rehabilitation	Eric Seaman, P.E., City of Jefferson, MO P 573.634-6410 F 573.634-6457	320 E. McCarty Jefferson City, MO 65101	Chad Rusher	Tim Bussen	CIPP - MO	9/30/10	\$1,583,420.00	100%	65279	6", 8", 10", 12", 15", 54"
1151	CIPP Rehab of Hackberry Creek Irving, TX	David Evans, P.E., City of Irving P 972.721.2600	825 W. Irving Blvd. Irving, TX 75060	Billy Gates	Jimmy Witt	CIPP - TX	1/14/11	\$736,986.50	100%	2173	20", 27", 42", 54"
10048	Johnson County (KS) Wastewater CIPP Term & Supply Contract	Joe Barnes, Johnson Co. Wastewater P 913.715-8636 F 913.715-8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	1/30/10	\$641,431.00	100%	22181	8", 12", 15", 21"
10172	Johnson County, KS SS Line Rehab Auth 14	Johnson County Wastewater P 913.715.8500 F 913.715.8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	10/4/11	\$455,461.62	100%	22472	8", 12", 15", 21"
10175	St. Louis, MO Lemay WWTP Wet Weather Expansion Outfall Sewer	Brian Hoelscher, Metropolitan St. Louis Sewer District P 314.768.6200	2350 Market Street St. Louis, MO 63101	Dave Koehmstedt	Brent Duncan	Tunneling - MO	1/1/13	\$13,307,347.00	100%	381	132" RCCP (11'-3", 15' Excavated Diameter)
10804.22	Orlando, FL L.B. McLeod Rd Sanitary Sewer Rehab CIP0059	Charles Conklin, City of Orlando P 407.246.3182 charlie.con14n@cityoforlando.net	400 South Orange Avenue Orlando, FL 32801	Brad Schenning	Leo Calvario	CIPP - FL	5/6/16	\$2,261,368.29	100%	3488	48"
11058	Johnson County, KS Authorization 16 Lke Quivira	Johnson County Wastewater P 913.715.8500 F 913.715.8501	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	6/27/12	\$184,737.10	100%	8818	8"
11116	Johnson County, KS New Authorization 09-01-11	John O'Neil, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Tom Qualls	CIPP - KS	6/28/12	\$497,506.88	100%	21711	8", 10", 15", 18", 21"
11117	Johnson County, KS CMSD No. 13 Nelson WWTP	Don Godfrey, Sub to Wiedemann & Godfrey P 816.322-1125	950 North Scott Belton, MO 64021	Danny Brown	Tim Bussen	CIPP - KS	8/29/12	\$634,140.45	100%	29589	8", 12"
11159	Jefferson City, MO 2011 Sewer Main Rehab, #31106	Eric Seaman, City of Jefferson City P 573.634.6410 F 573.634.6562	Department of Public Works 320 E. McCarty St. Jefferson City, MO 65101	Jason Laney	Tim Bussen	CIPP - MO	7/26/12	\$1,637,732.45	100%	28028	6", 8", 12", 15", 16", 18", 30", 36", 38", 42", 48"
11165	Johnson County, KS Auth 18, 1-35	Patrick Beane, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Tim Bussen	CIPP - KS	12/9/11	\$92,658.00	100%	540	21"
12050.20	Johnson County, KS Auth 20	John O'Neil, Johnson County Wastewater P 913.715-8500 F 913.715-8501	1181 S. Sunset Drive, Suite 2500 Olathe, KS 66061	Danny Brown	Dan Swidrak	CIPP - KS	7/2/13	\$942,846.25	100%	39816	8", 10", 12", 15"
13030	St. Louis, MO (MSD) Lemay Pump Station No. 1 Redundante Force Main Project	Dan Nickels, Metropolitan St. Louis Sewer District P 314.768.6237	2350 Market Street St. Louis, MO 63101	Dave Koehmstedt	Brent Duncan	Tunneling - MO	6/1/15	\$20,234,035.75	100%	3226	96" RCCP (11'-3" Excavated Diameter)

SAK CONSTRUCTION PROJECTS LIST

VP Job #	Project Name	Owner's Contact Information	Address	Superintendent	Project Manager	Type	Complete Date	Completed Amount	Percent Complete	Footage Complete	Diameters
13037.02	Johnson County, KS Auth 21	Joseph Barnes, Johnson County Unified Waste Water P 913.715.8684	480 Nail Avenue Mission, KS 66202	Danny Brown	Randy Mather	CIPP - KS	4/14/14	\$984,261.33	100%	43567	8", 10", 12", 15"
14035	Johnson County, KS CMSD Contract No. 19, Term 1, 2014-2015	Joseph Barnes, Johnson County Wastewater P 913.715.8684	11811 S. Sunset Drive, #2500 Olathe, KS 66061	Danny Brown	Randy Mather	CIPP - KS	4/30/15	\$1,448,107.45	100%	62391	8", 10", 12", 15", 18", 21"
14083	Jefferson City, MO 31120, Sewer Rehab-Basin 12	Eric Seaman, PE, City of Jefferson City P 573.634.6410 F 573.634.6562	320 E. McCarty St. Jefferson City, MO 65101	Jeff Hirtz	Tim Bussen	CIPP - MO	3/12/15	\$1,174,189.14	100%	41413	6", 8", 10", 12", 15"
14088	Johnson County, KS Wiedenmann, Line Rehab 75th & I-35	Glen Barge, Sub to Wiedenmann, Inc. P 816.322.1125 F 816.322.1126	950 N. Scott PO Box 245 Belton, MO 64012	Danny Brown	Randy Mather	CIPP - KS	8/7/14	\$9,270.00	100%	412	8"
14116	Fort Bliss, TX CIPP R&R Phase II Work Order Number 212000556	Ruben Contreras, Fort Bliss Water Service Company P 915.564.1332 ruben.contreras@fbtss.asuinc.com	6 Hulton Centre Drive Suite 1000 Santa Ana, CA 92707	James Bower	Brian Ackerman	CIPP - TX	12/19/14	\$1,158,429.96	100%	22248	8", 10", 12", 15"
14120	Peoria, AZ Vistancia Boulevard CAP Canal Bridge	Dustin Krapf sub to Skanska USA Civil West Rocky Mountain District Inc. P 602.224.1020 dustin.krapf@skanska.com	4742 N. 24th Street Suite 165 Phoenix, AZ 85016	Glenn Spears	Brian Ackerman	CIPP - AZ	10/23/14	\$69,000.00	100%	640	14"
15049	Anderson, CA ACID Clear Creek Siphon Repair	Mark Trawick, Sub to RTA Construction, Inc. P 530.223.1100 mark@rta-c.com	9164 Tanqueray Court Redding, CA 96003	Andrew Johnson	Todd Chalk	CIPP - CA	11/5/15	\$1,322,500.00	100%	530	84"
15088	St. Louis, MO Hanley Road 20" Pipe Lining	Daniel Woodcock, Missouri American Water P 314.996.2321 daniel.woodcock@amwater.com	727 Craig Road St. Louis, MO 63141	Billy Gates	Cory Street	Aquapipe - MO	10/31/15	\$536,100.00	100%	1385	20"
16075	Godfrey, IL Phillips 66 Wood River Refinery	Sam Walter, Sub to Widman Construction 618.255.2288	P66 Wood River Refinery 27199 State Highway 3 Godfrey, IL 62033	Matt Hirtz	Tim Bussen	CIPP - IL	Need completed date	\$272,475.00	100%	500	24"

Anderson-Cottonwood Irrigation District

Brenda Haynes, President
Audie Butcher, Vice President
Robert Blankenship, Director

2810 Silver Street, Anderson, Ca. 96007
(530) 365-7329 – Fax: (530) 365-7623
www.andersoncottonwoodirrigationdistrict.org

Duane Miller, Director
Kayle Spoon, Director
Stan Wangberg, GM/Sec

December 17, 2015

Mr. Ryan Broyles
Operations Manager West - Rehab Division
SAK Construction
4253 Duluth Avenue
Rocklin, California 95765

Dear Mr. Broyles:

The Board of Directors and management of Anderson-Cottonwood Irrigation District would like to express our sincere appreciation for SAK's performance during implementation of our recent Clear Creek siphon rehabilitation project.

You and your colleagues and crew did an excellent job throughout this important and very difficult project and delivered an excellent work product. For the District, the successful repairs to the minor pipelines at Laterals 35 and 37 were an added bonus to completion of the Clear Creek job, and we sincerely appreciate your willingness to address these pipelines while you were in the area.

Thank you for your efforts and we look forward to the possibility of teaming up with SAK in the future.

Sincerely,


Brenda Haynes, President


Stan Wangberg, General Manager



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

September 8, 2015

To Whom It May Concern:

This letter shall serve as reference for SAK Construction, LLC. SAK is currently pre-qualified to perform tunneling work for the Metropolitan St. Louis Sewer District (MSD). They have completed several significant tunneling projects as both a prime and sub-contractor. SAK has performed acceptably on the following projects:

1. Lemay Pump Station No. 1 Redundant Force Main
2. Lemay WWTP Outfall Wet Weather Expansion Outfall
3. Coldwater Sanitary Relief Section A Phase 2
4. Manchester Avenue Combined Sewer Relief Project

SAK, as a company, has been performing in tunneling and sewer rehabilitation for MSD since their creation. Additionally, the company's Principals, formerly of Affholder, Inc., have been doing work for MSD for many years. They are both qualified and dependable in their work.

If you require more details or any additional information, please feel free to call me at 314-768-6285, or email me at rlunve@stlmsd.com.

Sincerely,

Richard L. Unverferth, P.E.
Director of Engineering

TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency
13720 Butterfield Drive
TRUCKEE, CALIFORNIA 96161
(530) 587-2525 • FAX (530) 587-5840

Directors
O.R. Butterfield
Dale Cox
Erik Henrikson
S. Lane Lewis
Jon Northrop
General Manager
Marcia A. Beals

26 January 2015

Mr. Boyd Hirtz
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: 2014 Truckee River Interceptor Rehabilitation Project (TRIRP)

Dear Mr. Hirtz

I would like to take this opportunity to compliment SAK Construction, LLC, and their subcontractors, Munson Pump Services and Almendariz Consulting, Inc. on the quality of their work and the professionalism with which they performed their work on the recently completed TRIRP project.

This project involved numerous stakeholders and regulatory agencies and had to be completed in a very tight timeframe. SAK and its subcontractors were very responsive to the environmental sensitivity of completing such a project in such close proximity to the Truckee River in the North Lake Tahoe area; were cognizant of the interests and concerns of various business and home owners affected by the project; were quick to respond to unforeseen challenges when called upon with short notice; assigned highly qualified, professional staff to the project, and ultimately produced a superior work product.

It was a pleasure to work with you.

Sincerely,

Marcia A. Beals
General Manager

MAB:ct

cc: Mr. Joe Feuerborn, SAK Construction, LLC
Mr. Jason Munson, Munson Pump Services
Mr. Eric Russo, Almendariz Consulting



February 15, 2016

Mr. Anthony Aderhold
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: P66 Wood River Refinery Wood Stave Lining Project

Dear Mr. Aderhold,

I like to reach out to Management of new companies that we work with, when a safe and successful job is completed. Your work was performed in extreme conditions, under a tight timeframe, while following excessive permitting and safe work regulations. We appreciate your crews' willingness to discuss, communicate, and adhere to our request. It was obvious that your company expects the same goals that we demand, which are sending everyone home in the condition they showed up in while delivering exceptional quality work. It was a pleasure doing business with you.

Sam Walter
WCI Site Manager
P66 Wood River Refinery
Sam.walter@widmanconstruction.com
Office 255-2288 cell 618-779-3128

City of Jefferson

Department of Public Works
320 E. McCarty St.
Jefferson City, MO 65101



Carrie Tergin, Mayor

Matthew J. Morasch, P.E., Director
Phone: 573-634-6410
Fax: 573-634-6562

February 17, 2017

RE: Cured-in-Place Pipelining projects by SAK Construction

To Whom it May Concern;

Jefferson City has worked with SAK Construction on multiple contracts over an 8 year period. In that time, they have completed projects well within the contract time, and have demonstrated outstanding communication and problem solving. Any time a personal property issue or change in scope has occurred, SAK has handled the situation well and come up with an equitable resolution for all parties.

Our service area covers the headquarters of the State Regulator. When bypassing around a section of sanitary sewer is required, SAK has performed this in an innovative and reliable method that is protective of the environment.

Jefferson City encourages SAK Construction to bid our projects and would highly recommend them to others.

If you should need further details, feel free to contact me at 573-634-6443 or eseaman@jeffcitymo.org.

Sincerely,

Eric Seaman, P.E.
Wastewater Division Director



CITY OF ORLANDO

TO: Clayton Washburn – General Manager, Southeast Region

FROM: Robert W. Faris, Construction Inspector III

DATE: July 7, 2016

SUBJECT: SAK's workmanship on the L.B. McLeod Rd CIPP Lining Project

Clayton,

I wanted to tell you what a great job SAK performed for the City of Orlando on the L.B. McLeod Rd. project. It was a pleasure to work with professionals that understand all aspects of what it takes to put a successful project together. In my line of work, I encounter more contractors that try cutting corners by not meeting the design specifications and/or compromising on safety to make a dollar. I am pleased to say that this project was handled by two professionals in the trade.

Leo Calvario, the Project Manager, was always on top of any issues that arose during construction. Leo was quick to resolve problems, mobilized support personal as needed, and provided excellent documentation to support change orders and/or quotes. He handled a lot of adversity on this particular project, which was of no fault to SAK's execution of the designed plans. Leo is an excellent example of how a Project Manager should operate.

Brad Schenning, the Superintendent, is one of the best I have encountered during the 34 years that I have worked for the City of Orlando. He has great "Can Do" and "Get it Done" attitude. I have had the pleasure of working with him on several jobs now, and first-hand how supervising is a lot more than directing someone to do something. Brad is hands-on and leads by example in the field. He knows the trade, manages crews well, and never lets problems become the client's problem. He spends a great deal of time getting to know the work site and current conditions so he can plan the CIPP installations properly and be a smooth operation.

It is my hope that SAK continues to bid and work on projects with the City of Orlando.

Wastewater

February 27, 2017

Re: Reference Letter for SAK Construction, LLC.

Dear Cary Shaw,

I've had the opportunity to work with SAK Construction since April 23rd, 2009 as Johnson County Wastewaters (JCW) project manager for gravity sewer line rehabilitation projects. Over the past 6-1/2 years SAK has completed 15 authorizations which ranged from rehabilitating pipes 8"-66" in size and packages from one line segment to 60,000 linear foot packages. The work packages JCW authorized to SAK primarily consisted of Cured in Place Pipe (CIPP) sewer rehabilitation, but they also completed slip lining, and manhole rehabilitation work packages. All the authorized work packages have been done in a professional manner and have been completed within the constraints of the contract documents.

SAK works very hard to not only ensure that JCW as the owner is happy, but they also consider the social impact and the residents that may be affected by the sewer rehabilitation. SAK's project manager communicates crew schedules on a weekly basis, accurate monthly pay estimates, and any changed conditions as they are identified. This open and timely communication keeps JCW projects on time and ensures the rehabilitation needs are met for the sanitary sewer collection system.

Please accept my professional reference of SAK Construction, LLC..

Sincerely,



Joseph W. Barnes
Project Manager - Existing Infrastructure of Collection Systems

SUBCONTRACTOR PERFORMANCE ASSESSMENT REPORT					
FT. BLISS WATER SERVICES COMPANY					
1. Subcontractor Name and Address: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366			3. Subcontract/Task Order Number: 18607		
			4. Subcontract/Task Order Value: \$1,174,004.96		
			5. Period of Performance Being Assessed: From: 10/3/15 To: 12/18/15		
2. Vendor Number: 53919			6. Report Type: Interim Rating Final Rating X		
7. Subcontractor POC: Brian Ackerman			Phone #: 636 385-1030	E-mail: backerman@sakon.com	
8. Project Title: CIPP Phase II					
9. P/N:		10. RFA:		11. GWO: 212000556	
12. Subcontract Description: Rehabilitation of existing sanitary sewer through cured in place pipe method. The SOW involves cleaning, videotaping and lining approximately 24,000 LF of existing sanitary sewer.					
Evaluate the Following Areas	Previous Score	Weighting Assigned	Rating*	Weighted Score	Current Score
13. Performance of Work		50		100%	50%
a. Compliance with Labor, Environmental and Safety Standards. If LB and contract is => \$600K was 40% subcontracted to SB concerns?		30	100	60%	
b. Minimum disruption to building occupants and base outages properly handled		5	100	10%	
c. Property accountability/loss prevention		5	100	10%	
d. Quality of work (no re-work required)		10	100	20%	
14. Cost Controls		20		100%	20%
a. Services performed for negotiated price without adverse effect on performance		5	100	25%	
b. Reasonable and accurate proposal submitted when additional work was requested		10	100	50%	
c. Property accountability/loss prevention		5	100	25%	
15. Subcontract Management		15		100%	15%
a. Punchlist developed and completed within the required time frame		5	100	33%	
b. No financial difficulties regarding lower tier subcontractors, vendors, labor disputes strikes		5	100	33%	
c. Overall assessment of management effectiveness		5	100	33%	
16. Timeliness and Accuracy of Performance and Reports		15		100%	15%
a. Subcontractor timely in submitting schedules, reports, and billings		5	100	33%	
b. Subcontractor submitted accurate schedules, reports, and billings		5	100	33%	
c. Subcontractor completed work on time taking into account excusable delays		5	100	33%	
Overall Subcontractor Performance Assessment Score					100%

***Explanation for use of scoring sections 13-15 above .** Based on objective scores obtained from the inspections/samplings of the identified processes, enter the numeric scores into the green shaded area (Rating 0-100) corresponding to those processes. (Note, enter only the numeric portion of the score, no symbols. Example...if score is 95.5%, enter only 95.5)

17. Reviewer narrative assessment /comments:

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

18. PTL/Engineer narrative assessment /comments:

SAK completed the proposed scope of work ahead of time of the aggressive schedule while still delivering great quality. SAK represented FBWSC well while dealing with residents affected by construction activities. SAK is highly recommended for future work

Typed Name and Title of Reviewing Official:

Telephone Number:

Ruben Contreras PTL

915 549 2176

Signature:

Date:

5/21/2015

19. Subcontracts Analyst/Administrator narrative assessment /comments:

Subcontractor was very responsive in meeting FBWSC administrative needs and requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Pat Hernando, Subcontract Administrator

915-564-1332

Signature:

Date:

5/22/15

Manager of Subcontracts narrative assessment /comments:

The Subcontractor successfully fulfilled all contractual requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Rebecca G. Beard, Manager of Subcontracts

910-495-1311

Signature:

Date:

Rebecca G. Beard

5/26/15

20. Subcontractor narrative assessment /comments:

For reports receiving a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included.

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

21. Utility Manager narrative assessment /comments:

Corrective and Preventive Action(s) are approved: Yes No

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

Supplier Performance Assessment Report
Rating Scheme Explanation for 'Performance Level'

Our 'performance level' rating scheme for our Subcontractors reflects these high standards. The ratings are further defined below:

Excellent = 94% to 100%	Contractor initiative is evident by quality and efficiency of work performed. Areas in need of improvement are few and are minor.
Very Good = 86% to 93%	Performance is very effective, efficient and fully responsive to contract requirements. A few deficiencies with little or no adverse effect on overall performance; only minor deficiencies.
Above Average = 78% to 85%	Performance is effective and fully responsive to contract requirements. Few reportable deficiencies with little or no adverse effect on overall performance.
Satisfactory = 71% to 77%	Performance is equivalent to that expected of an average contractor. There are significant areas where performance is below average, but they are partially offset by areas of above average performance. Deficiencies exist with few or no offsetting areas of average or above average performance.
Unsatisfactory = below 71%	Performance does not meet acceptable standards in one or more areas. Remedial action is required in one or more areas; deficiencies exist in one or more areas, which adversely affect overall performance.

Note: To justify an *Unsatisfactory* rating, you should identify multiple significant events in each category that the subcontractor had trouble overcoming and state how it impacted the Government. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An *Unsatisfactory* rating should be supported by referencing the management tools used to notify the subcontractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

PROCESS:

1. The Subcontract Analyst/Administrator completes (SA) the header information of the SPAR form and sends to the applicable Project Team Leader (PTL).
2. The PTL enters scoring and narrative comments and forwards to Engineer (if applicable).
3. Engineer enters narrative comments (if applicable) and returns the form to the SA.
4. The SA enters narrative comments and forwards the document to the Manager of Subcontracts (MOS).
5. The MOS enters narrative comments and returns form to the SA.
6. The SA forwards the SPAR form to the Subcontractor and notifies the Subcontractor that if the SPAR has a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included with the Subcontractor's response.
7. The Subcontractor enters narrative comments and attaches Corrective and Preventive Action Report (if necessary) and returns to SA.
8. The SPAR and any required attachments are provided to the Utility Manager for review and approval.
9. The Utility Manager (UM) reviews the SPAR and any attachments.
 - a. If a Corrective and Preventive Action Report is attached, the UM reviews and determines if the corrective and preventative actions are acceptable.
 - i. If yes, the UM signs the SPAR and returns the form to the SA.
 - ii. If the corrective and preventative actions are not acceptable the UM indicates such in the narrative comments and the SPAR form and attachment is returned to the Subcontractor for revision until it is accepted.
 - iii. During this time the subcontractor will not receive any new subcontracts until an acceptable corrective and preventative action report is accepted by the UM.
 - b. If there are no attachments, the UM reviews the SPAR, enters narrative comments, and returns the form to the SA.
10. The SA will:
 - a. File the SPAR with the subcontract documents
 - b. Inputs the score into C2G
 - c. Uploads to SharePoint to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

Reference Inquiry Form – Baltimore County DPW

This side is to be completed by the Reference.

Please base your evaluation on the job indicated and the work classifications checked on the front of this form. Please note that a follow up call will be placed upon receipt of this reference. Please provide your phone extension if applicable.

Both pages are to be returned to Baltimore County directly to Kathy McHenry via email kmchenry@baltimorecountymd.gov. The form cannot be returned to the contractor due to the confidential nature of the rating.

I. Experience & Quality of Work

A.	Experience of Personnel	(Max. 20 Points)	<u>20</u>
B.	Quality of Work	(Max. 20 Points)	<u>20</u>
C.	Ability to Perform	(Max. 20 Points)	<u>20</u>
D.	Timeliness	(Max. 20 Points)	<u>20</u>

II. Equipment

Effectiveness of Operation	(Max. 10 Points)	<u>10</u>
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III. General Performance

(Includes Subcontractors)	(Max. 10 Points)	<u>10</u>
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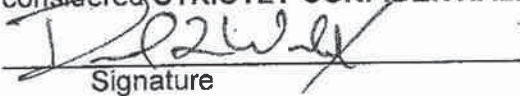
Total Rating: 100

Note: A perfect score on this evaluation is 100 points. Below 60 is unacceptable.

IV. General Comments (Your comments are greatly appreciated)

SAK does great work. The project was delivered on time and at the stated price. There were no
change orders or additional cost or attempts to add cost at the end of the project.

Based on my knowledge of the aforementioned firm, I have evaluated their performance in the work classifications(s) they have indicated and rated them in comparison with other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all of the above information supplied here shall be considered **STRICTLY CONFIDENTIAL**.


Signature

Daniel L Woodcock
Printed Name of Person Above

2/17/2016
Date

314-713-4095
Phone Number with Extension

of Missouri - American Water Company
Name of Firm

727 Craig Road,
Address of Firm

Saint Louis MO, 63141
City, State, Zip Code

314-569-3972
Fax Number

Submitted: 2-17-16 via email
-DW



To Whom It May Concern:

Re: SAK Construction, LLC

Project: "CIPP Rehabilitation of Hackberry Creek Interceptor Trunk" -- City of Irving, Texas

This letter of recommendation is offered to attest to the integrity and professionalism exhibited by the manager, superintendent and crew of SAK Construction in the execution of the subject project.

All City of Irving personnel associated with the project were pleased with the results of the work and the prosecution thereof. In order to allow TV inspection of the pipes, the first task undertaken was cleaning out voluminous accumulation of debris in the interceptor and three associated siphons, a significant portion of the project -- not a primary function of SAK Construction. Through perseverance and determination, this arduous work was done effectively and efficiently.

The on-site manager suggested a change to the design of a siphon vault that improved the facility, simplified the work and reduced project cost. In short, it was a positive cost-saving measure, appreciated by the entire project team.

To SAK's credit, the work site was kept relatively neat and clean. No debris was allowed to enter the adjoining water bodies and the environmental restrictions were respected. The crews were considerate of local traffic and no safety violations were noted. Best management practices were evident and in force throughout the project term.

In general and overall, we rated SAK's performance as excellent. We will certainly welcome the company's participation in future projects and we recommend their services when cured-in-place pipe (CIPP) liners are desired.

Sincerely,

Wayne E. Lee, P.E.
City Engineer

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

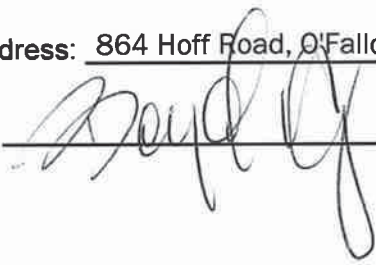
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: SAK Construction, LLC

Title of Authorized Representative: Vice President

Mailing Address: 864 Hoff Road, O'Fallon, MO 63366

Signature:  , Boyd Hirtz

DOC #2

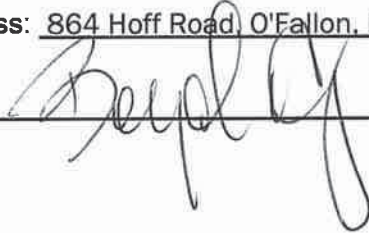
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: SAK Construction, LLC

Title of Authorized Representative: Vice President

Mailing Address: 864 Hoff Road, O'Fallon, MO 63366

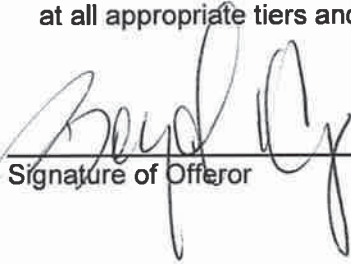
Signature: , Boyd Hirtz

LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


_____, Boyd Hirtz
Signature of Offeror

3/16/17
Date

CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

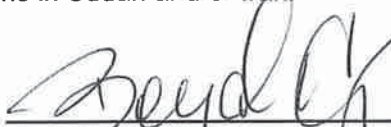
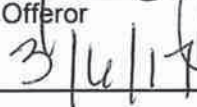
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


_____, Boyd Hirtz
Signature of Offeror


Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor SAK Construction, LLC

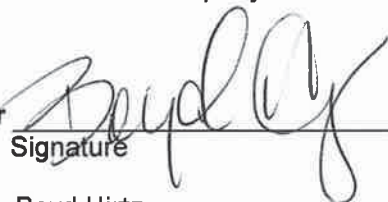
Address 864 Hoff Road

O'Fallon, MO 63366

Phone 636.385.1000

Fax 636.385.1100

Offeror


Signature

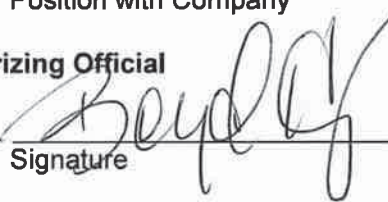
Boyd Hirtz

Printed Name

Vice President

Position with Company

Authorizing Official


Signature

Boyd Hirtz

Printed Name

Vice President

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SAK Construction, LLC
OFallon, MO United States

Certificate Number:
2017-168553

Date Filed:
02/17/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17-08
Trenchless Technology Rehabilitation and Related Products and Services

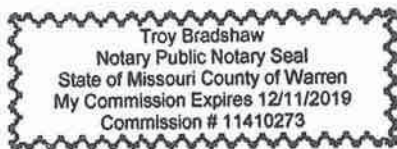
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Archibald, Roger	OFallon, MO United States		X
	Hirtz, Boyd	OFallon, MO United States		X
	Shaw, Jerome	OFallon, MO United States	X	
	Affholder, Robert	OFallon, MO United States	X	
	Kalishman, Thomas	OFallon, MO United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Charles Kuhnmuensch

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charles Kuhnmuensch, this the 17 day of Feb., 2017, to certify which, witness my hand and seal of office.

Troy Bradshaw

Signature of officer administering oath

Troy Bradshaw

Printed name of officer administering oath

St. Estimote

Title of officer administering oath

EDGAR CERTIFICATIONS**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with you proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES *BR* Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES *BR* Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES *BR* Initials of Authorized Representative of Vendor

Does Vendor agree? YES Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (l) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES me Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES BO Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: SAK Construction, LLC

Address, City, State, and Zip Code: 864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000

Fax Number: 636.385.1100

Printed Name and Title of Authorized Representative: Boyd Hirtz, Vice President

Email Address: bhirtz@sakon.com

Signature of Authorized Representative: Boyd Hirtz

Date: 3/6/17

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: SAK Construction, LLC

Street: 864 Hoff Road

City, State, Zip Code: O'Fallon, MO 63366

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner
in _____, do hereby certify that the following is a list of all individual
partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the
partners is itself a corporation or partnership, there is also set forth the names and addresses of the
stockholders holding 10% or more of that corporation's stock or the individual partners owning 10%
or greater interest in that partnership.

OR:

I, Boyd Hirtz, an authorized representative of SAK Construction, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Thomas Kalishman	995 Green Lane, Wilson, WY 83014	65%
Robert Affholder	4657 West Little Dove Place, Marana, AZ 85653	10%
Jerome Shaw, Jr.	26 Saybridge Manor Ct., Lake St. Louis, MO 63367	10%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/2/17
Date


Authorized Signature and Title
Boyd Hirtz, Vice President

NON-COLLUSION AFFIDAVIT

Company Name: SAK Construction, LLCStreet: 864 Hoff RoadCity, State, Zip Code: O'Fallon, MO 63366State of ~~New Jersey~~ MissouriCounty of St. CharlesI, Boyd Hirtz of the O'Fallon
Name Cityin the County of St. Charles, State of Missouri
of full age, being duly sworn according to law on my oath depose and say that:I am the Vice President of the firm of SAK Construction, LLC
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that SAK Construction, LLC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

SAK Construction, LLC
Company Name


Authorized Signature & Title Boyd Hirtz, Vice President

Subscribed and sworn before me

this 6th day of March, 2017
Theresa H. Messer
Notary Public of Missouri
My commission expires March 30, 2019

SEAL



THERESA H. MESSER
My Commission Expires
March 30, 2019
St. Charles County
Commission #15634377

DOC #10

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: SAK Construction, LLC

Street: 864 Hoff Road

City, State, Zip Code: O'Fallon, MO 63366

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- | | |
|--|----------------------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| OR | |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | _____ |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ x _____ |

Public Work – Over \$50,000 Total Project Cost:

- | | |
|--|----------------------|
| A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the <u>awarded project.</u> | _____ x _____ |
| B. Approved Federal or New Jersey Plan – certificate enclosed | _____ |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/6/17
Date



Authorized Signature and Title
Boyd Hirtz, Vice President

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 220-4193988	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☒ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 397
4. COMPANY NAME SAK Construction, LLC		
5. STREET 864 Hoff Rd	CITY O Fallon	COUNTY St Charles
	STATE MO	ZIP CODE 63366
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
		STATE
		ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
		CITY
		COUNTY
		STATE
		ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	36	32	4	1	1	1	1	28	1	0	0	0	3	
Professionals	66	60	6	4	2	1	0	53	1	0	0	0	5	
Technicians	3	3	0	1	0	0	0	2	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	30	10	20	0	0	0	0	10	5	1	0	1	13	
Craftworkers (Skilled)	60	59	1	0	4	1	1	54	0	0	0	0	1	
Operatives (Semi-skilled)	19	19	0	4	1	0	0	14	0	0	0	0	0	
Laborers (Unskilled)	186	177	9	32	32	2	1	110	6	0	0	0	3	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL				42	40	5	3	271	13	1	0	1	25	
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	1	0	1	0	0	0	0	0	0	0	0	0	0	1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 2/19/17 To: 2/25/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Angie Hirtz	SIGNATURE 	TITLE HR Manager	DATE MO DAY YEAR 02 27 2017
17. ADDRESS NO. & STREET 864 Hoff RD	CITY O'Fallon	COUNTY St. Charles	STATE MO
		ZIP CODE 63366	PHONE (AREA CODE, NO., EXTENSION) 636 - 385 - 1020

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

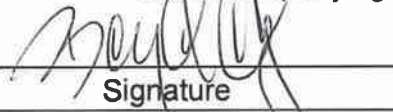
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I - Vendor Information

Vendor Name:	SAK Construction, LLC		
Address:	864 Hoff Road		
City:	O'Fallon	State:	MO
		Zip:	63366

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Boyd Hirtz	Vice President
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
n/a			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page 57 of 157

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Thomas Kalishman	Name: Robert Affholder
Home Address: 995 Green Lane, Wilson, WY 83014	Home Address: 4657 West Little Dove Place, Marana, AZ 85653
Name: Jerome Shaw, Jr.	Name:
Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63367	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>6th</u> day of <u>March</u> , 2017	 (Affiant)
(Notary Public) <u>Theresa H. Messer</u>	<u>Boyd Hirtz, Vice President</u> (Print name & title of affiant)
My Commission expires: <u>03/30/19</u>	(Corporate Seal)



THERESA H. MESSER
My Commission Expires
March 30, 2019
St. Charles County
Commission #15634377

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

3/6/17

Authorized Signature & Title
Boyd Hirtz, Vice President

**AGREEMENT FOR TRENCHLESS TECHNOLOGY REHABILITATION AND
RELATED PRODUCTS AND SERVICES**

This Agreement for Trenchless Technology Rehabilitation and Related Products and Services ("Agreement" hereafter) is made as of the 1st day of October, 2018, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **SAK Construction, LLC**, 864 Hoff Road, O'Fallon, MO 63366, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with trenchless technology rehabilitation and related products and services on an as needed basis; and,

WHEREAS, the Region 4 Education Service Center through its competitive selection process awarded the Contract for Trenchless Technology Rehabilitation and Related Products and Services (RFP # 17-08) ("Region 4 Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for trenchless technology rehabilitation and related products and services based on the pricing and terms and conditions of the Region 4 Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Region 4 Contract including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Region 4 Contract. The Region 4 Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Region 4 under the Region 4 Contract and all associated and applicable Contract Documents as defined therein.
3. CONTRACTOR's Proposal. In accordance with the terms and conditions in the Region 4 Contract and pricing therein, the CONTRACTOR shall provide trenchless technology rehabilitation and related products and services as requested by the VILLAGE. The services to be provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the terms of the Region 4 Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Region 4 Contract (including all Contract Documents as defined therein).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Region 4 Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, unit prices, stated in the CONTRACTOR's proposal to Region 4 ITB, which shall be considered the "Contract price". CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Reserved.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire

agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term shall be the same as the term specified in the Region 4 Contract, which initial term shall not expire until April 30, 2020. This Contract may be renewed provided the underlying agreement with Region 4 is renewed. Such renewal may be approved by the Village Manager provided the same terms, conditions and pricing are maintained.

6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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 OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public

Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the

CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

ATTEST:

By: Kim Wynn

Kim Wynn, Village Clerk



VILLAGE OF PALM SPRINGS, FLORIDA

By: Ben Smith

Ben Smith, Mayor

Approved as to form and legal sufficiency: [Signature]

Glen J. Torcivia, Village Attorney

CONTRACTOR:

SAK CONSTRUCTION, LLC

By: Boyd Hirtz

Print Name: Boyd Hirtz

Title: Vice President

[Corporate Seal]

Missouri tm
STATE OF ~~FLORIDA~~
COUNTY OF St. Charles

The foregoing instrument was acknowledged before me this 3rd day of August, 2018 by Boyd Hirtz, as Vice President of SAK Construction, LLC, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public



THERESA H. MESSER
My Commission Expires
March 30, 2019
St. Charles County
Commission #15634377

Theresa H. Messer

Print Name: Theresa H. Messer

My commission expires: 03/30/19

Tab 6 - Pricing

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

	Quantity	Unit	Unit Price
Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers			
Part 1 - Installation			
6" x 4.5mm	1	LF	\$41.00
8" x 4.5mm	1	LF	\$31.50
10" x 6.0mm	1	LF	\$42.00
12" x 6.0mm	1	LF	\$58.00
15" x 7.5mm	1	LF	\$66.50
18" x 9.0mm	1	LF	\$82.50
21" x 9.0mm	1	LF	\$110.50
24" x 10.5mm	1	LF	\$133.00
27" x 10.5mm	1	LF	\$156.50
30" x 12.0mm	1	LF	\$184.50
33" x 12.0mm	1	LF	\$206.00
36" x 12.0mm	1	LF	\$246.50
42" x 13.5mm	1	LF	\$287.85
48" x 15.0mm	1	LF	\$412.00
54" x 18.0mm	1	LF	\$543.50
6" & 8" Additional 1.5mm	1	LF	\$1.00
10" & 12" Additional 1.5mm	1	LF	\$2.00
15" & 18" Additional 1.5mm	1	LF	\$10.00
21" & 24" Additional 1.5mm	1	LF	\$15.00
27" Additional 1.5mm	1	LF	\$25.00
30" Additional 1.5mm	1	LF	\$25.00
33" Additional 1.5mm	1	LF	\$30.00
36" Additional 1.5mm	1	LF	\$30.00
42" Additional 1.5mm	1	LF	\$40.00
48" Additional 1.5mm	1	LF	\$50.00
54" Additional 1.5mm	1	LF	\$60.00
6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00
12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00
Timber Matting for Large Diameter Setup	1	SY	\$20.00
Internal Reconnection of service connection by robotic cutter	1	EA	\$300.00
Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$450.00

Note: Any CIPP over 54" diameter will be on an individual quote basis.

Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation

6" - 12" Clean & TV sewer	1	LF	\$5.50
15" - 21" Clean & TV sewer	1	LF	\$11.25
24" - 33" Clean & TV sewer	1	LF	\$19.75
36" & 42" Clean & TV sewer	1	LF	\$30.50
48" & 54" Clean & TV sewer	1	LF	\$60.00
6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50
18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00
30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50
Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$350.00
Root Removal (added to Clean & TV price)	1	LF	\$5.00
Grease Removal (Added to Clean & TV price)	1	LF	\$5.00
Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,375.00
Sanitary Sewer Debris Removal/Disposal	1	TON	\$100.00
Above Ground Physical Inspection	1	LF	\$4.00

All sizes installation of Manhole Chimney Seal	1	EA	\$634.80
New manhole frame and cover - 24"	1	EA	\$977.50
New manhole frame and cover - 32"	1	EA	\$1,725.00
Adjust manhole frame and cover up to 1 ft	1	EA	\$1,092.50
Adjust manhole frame and cover over 1 ft	1	VF	\$575.00
Invert installation - 4' diameter	1	EA	\$1,610.00
Invert installation - 5' diameter	1	EA	\$1,725.00
Invert installation - 6' diameter	1	EA	\$1,955.00
Invert Installation - other configurations	1	SF	\$2,875.00
Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$1,515.00

Section F: Gravity Sewer CIPP Lateral Renewal Systems

4"-6" Internal installation and cure of lateral liner with full wrap connection up to 20' from main	1	EA	\$2,250.00
4"-6" Internal installation of lateral liner with top hat connection up to 5' from main <15" dia - No cleanout required	1	EA	\$3,200.00
4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15" dia - Cleanout required	1	EA	\$5,000.00
4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$60.00
4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$150.00
4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$2,000.00
4"-6" installation of a surface cleanout or access pit for Items #2 & #4	1	EA	\$3,000.00

Section G: Spin Cast Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

30" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$517.50
36" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$368.00
42" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$402.50
48" Storm Pipe - QLS Rehabilitation - 1." Thickness	1	LF	\$465.75
54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
78" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
84" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
90" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
96" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
Non-Circular Sewer Pipe/Tunnel	1	SF	\$51.75
30" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$517.50
36" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$368.00
42" Sanitary Sewer - QLS Rehabilitation - 1." Thickness	1	LF	\$402.50
48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75
54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
60" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
66" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
72" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
78" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
84" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
90" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
96" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
Each Additional .5" Thickness	1	SF	\$13.80
Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	\$17.25
Reinforcement with Rebar #3	1	LF(of Rebar)	\$11.50
Reinforcement with Rebar #4	1	LF(of Rebar)	\$23.00
Reinforcement with Rebar #5	1	LF(of Rebar)	\$46.00

Clean-out Installation			
4-Inch	1	EA	\$375.00
6-inch	1	EA	\$475.00

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" above

Sewer Lateral Pipe Bursting			
4-inch	1	LF	\$31.25
6-inch	1	LF	\$35.50

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" above

Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)

Setup fee per pull segment	1	Per Segment	\$2,500.00
6 thru 12 Inch	1	Per Pipe Joint	\$400.00
13 thru 18 inch	1	Per Pipe Joint	\$575.00
20 thru 24 inch	1	Per Pipe Joint	\$950.00
30 thru 42 inch	1	Per Pipe Joint	\$1,800.00
43 thru 48 inch	1	Per Pipe Joint	\$2,800.00

Section D: Polyethylene (PE) Sewer Pipe Sliplining

PE Pipe DR 22.5			
4-inch	1	LF	\$25.25
6-inch	1	LF	\$30.25
8-inch	1	LF	\$35.50
10-inch	1	LF	\$40.50
12-inch	1	LF	\$45.50
Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	\$7,500.00
Annular Space - Grouting	1	CY	\$303.00

For access pits required refer to "Installation and Valve, Hydrant or Service Connection pits" in Section C

Section E: Manhole and Structure Rehabilitation

Manhole Rehabilitation (std 4-ft diameter) - 1-Inch Portland-based cementitious	1	VF	\$172.50
Manhole Rehabilitation (std 5-ft diameter) - 1-Inch Portland-based cementitious	1	VF	\$184.00
Manhole Rehabilitation (std 6-ft diameter) - 1-Inch Portland-based cementitious	1	VF	\$195.50
Manhole Rehabilitation (std 4-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$230.00
Manhole Rehabilitation (std 5-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$264.50
Manhole Rehabilitation (std 6-ft diameter) - 1-inch Calcium-aluminate-based cementitious	1	VF	\$299.00
Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$345.00
Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$402.50
Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$460.00
Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	\$460.00
Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	\$517.50
Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	\$575.00
Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$690.00
Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$747.50
Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$805.00
Rebuild Bench and Invert	1	EA	\$1,150.00
Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	\$92.00
Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	\$166.75
Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	\$92.00
WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
WWTP Structure Rehab - 1" Geopolymer liner	1	SF	\$166.75
WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
Vacuum Test Manhole (12" mainline and smaller)	1	EA	\$460.00
Holiday Test Manhole (Epoxy only)	1	EA	\$460.00
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	\$40.25
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	\$92.00
Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	\$166.75
Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	\$2,070.00
Additional depth for FRP rehab structures (std 4' diameter)	1	VF	\$460.00

Part 3 - Bypass pumping system for gravity sewers

Set Up 4" Pump (Per Pump)	1	EA	\$455.00
Set Up 6" Pump (Per Pump)	1	EA	\$1,060.00
Set Up 8" Pump (Per Pump)	1	EA	\$1,515.00
Set Up 12" Pump (Per Pump)	1	EA	\$2,675.00
Set Up 4" Piping	1	LF	\$37.50
Set Up 6" Piping	1	LF	\$46.50
Set Up 8" Piping	1	LF	\$80.00
Set up 12" Piping	1	LF	\$110.00
Set up 18" Piping	1	LF	\$135.00
Operate 4" Pumping System	1	DAY	\$95.00
Operate 6" Pumping System	1	DAY	\$715.00
Operate 8" Pumping System	1	DAY	\$1,145.00
Operate 12" Pumping System	1	DAY	\$1,845.00
Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	\$75.00
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$68.00
Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$91.00
Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$113.50
Bypass Plan (3rd Party Certified)	1	EA	\$2,170.00

Section B: CIPP renewal of Potable Water Mains & Pressure Pipes

6" diameter liner	1	LF	\$150.00
8" diameter liner	1	LF	\$200.00
10" diameter liner	1	LF	\$250.00
12" diameter liner	1	LF	\$300.00
14" diameter liner	1	LF	\$350.00
16" diameter liner	1	LF	\$400.00
18" diameter liner	1	LF	\$450.00
20" diameter liner	1	LF	\$500.00
24" diameter liner	1	LF	\$600.00
Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	\$500.00
Setup fee per liner installation	1	EA	\$3,500.00
For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section C			

Section C: Pipe Bursting with HDPE for Sewer Lines

HDPE DR 19			
6-inch diameter	1	LF	\$35.50
8-inch diameter	1	LF	\$40.50
10-inch diameter	1	LF	\$45.50
12-inch diameter	1	LF	\$50.50
14-inch diameter	1	LF	\$72.50
16-inch diameter	1	LF	\$93.00
18-inch diameter	1	LF	\$115.00
20-inch diameter	1	LF	\$139.00
Setup fee per Pipe Bursting segment	1	EA	\$2,000.00
Manhole Connections			
6-inch	1	EA	\$150.00
8-inch	1	EA	\$200.00
10-inch	1	EA	\$250.00
12-inch	1	EA	\$300.00
14-inch	1	EA	\$350.00
16-inch	1	EA	\$400.00
18-inch	1	EA	\$450.00
20-inch	1	EA	\$500.00

Installation and Valve, Hydrant or Service Connection Pits (add Fittings, etc. cost from Section H)

6 - 12 inch pipe connection			
a) 0-4 feet deep	1	EA	\$3,500.00
b) 4-6 feet deep	1	EA	\$5,500.00
c) 6-10 feet deep	1	EA	\$7,500.00

Infiltration Control - Quad-Plug	1	GALLON	\$115.00
Infiltration Control - Quad-Plug	1	PAIL	\$57.50
Rebuild Invert	1	CF	\$86.25
Joint Preparation	1	LF	\$23.00
Antimicrobial Application	1	SF	\$5.75
Channel Excavation	1	CY	\$57.50
Debris Removal	1	CY	\$74.75
Clearing and Grubbing	1	AC	\$5,175.00
Tree Removal (6" - 12")	1	EA	\$1,725.00
Tree Removal (13" - 23")	1	EA	\$2.00
Tree Removal (> 24")	1	EA	\$3,450.00
Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	\$1,380.00
Service Lateral Reinstatement - Man Entry	1	EA	\$287.50

Section H: Additional Items which may apply to each section above

Bonds and Insurance	1	LS	*Pass Through Cost
*Bonds are a % and insurance is as quoted. These are a pass through cost.			
Pre-Construction Video	1	Day	\$1,000.00
Erosion Control	1	LF	\$1.50
Chemical Grouting	1	GAL	\$350.00
Maintenance Of Traffic (Residential/Non-DOT Regulated)			
a) Signage	1	Ea-Month	\$1,000.00
b) Flagmen	1	HR	\$45.50
c) Arrow Board	1	Day/EA	\$250.00
d) Traffic Control Plan (certified)	1	EA	\$2,500.00
Excavation/Backfill			
a) 0-4 feet deep	1	Cubic Ft	\$2.00
b) 4-6 feet deep	1	Cubic Ft	\$3.00
c) 6-10 feet deep	1	Cubic Ft	\$4.00
d) over 10 feet deep refer to Section M			
Install PVC Sewer Piping			
8" - 12"	1	LF	\$150.00
15" - 21"	1	LF	\$250.00
24" - 30"	1	LF	\$350.00
Electrofuse Couplings			
10-inch	1	EA	\$1,500.00
12-inch	1	EA	\$1,675.00
14-inch	1	EA	\$2,200.00
18-inch	1	EA	\$3,675.00
20-inch	1	EA	\$6,050.00
24-inch and larger price based on Section M time and material cost plus basis			
Poly flanges with Backup rings (bolts not included)			
10-inch	1	EA	\$1,100.00
12-Inch	1	EA	\$1,150.00
14-inch	1	EA	\$1,650.00
18-inch	1	EA	\$2,350.00
20-Inch	1	EA	\$2,675.00
24-inch and larger price based on Section M time and material cost plus basis			
Poly MJ Adapters with Backup rings (bolts not included)			
10-inch	1	EA	\$1,100.00
12-inch	1	EA	\$1,150.00
14-inch	1	EA	\$1,650.00
18-inch	1	EA	\$2,350.00
20-inch	1	EA	\$2,675.00
24-Inch and larger price based on Section M time and material cost plus basis			
S.S. HDPE pipe stiffeners			
10-inch	1	EA	\$850.00
12-inch	1	EA	\$915.00

14-inch	1	EA	\$1,125.00
18-inch	1	EA	\$1,775.00
20-inch	1	EA	\$2,650.00
24-inch and larger price based on Section M time and material cost plus basis	1	EA	

Ductile Iron 90/45/22.5 degree elbows/fittings (bolts not included)

12"	1	EA	\$2,500.00
14"	1	EA	\$3,500.00
18"	1	EA	\$7,500.00
20"	1	EA	\$10,000.00
24"	1	EA	\$15,000.00

Mega Lugs

12"	1	EA	\$1,500.00
14"	1	EA	\$3,500.00
18"	1	EA	\$7,500.00
20"	1	EA	\$10,000.00
24"	1	EA	\$15,000.00

Sleeves

12"	1	EA	\$1,050.00
14"	1	EA	\$1,350.00
18"	1	EA	\$1,950.00
24-inch and larger price based on Section I, time and material cost plus basis	1	EA	\$2,250.00

Trench Shoring

a) 4-6 feet deep	1	LF Trench/week	\$5.00
b) 6-10 feet deep	1	LF Trench/week	\$10.00
c) over 10 feet deep refer to section M			

Surface Restoration

a) Sod	1	SY	\$18.00
b) 4-inch concrete	1	SY	\$72.00
c) 6-inch concrete	1	SY	\$108.00
d) 8-inch concrete	1	SY	\$126.00
e) 2-inch asphalt	1	SY	\$36.00
f) 3-inch asphalt	1	SY	\$54.00
g) 2.5-inch asphalt concrete	1	SY	\$54.00
h) Curb	1	LF	\$25.00

Material extras

a) Lime Rock	1	Ton	\$35.00
b) 57/Washed Stone	1	Ton	\$30.00
c) Imported Sand	1	Ton	\$25.00
d) Gravel	1	Ton	\$30.00

Section I: Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals

Markup = 15%

Sales Taxes = Per Jurisdiction

Labor including burdens, per diems, and lodging (may vary by area). Prevailing wage rates if applicable.

*Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Public Service

ITEM 6.11: Authorize Metallurgical Grade Anhydrous Ammonia Purchase Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – Tanner Industries, Inc.

SUMMARY:

The Public Service Department, throughout the year, has a need to purchase Metallurgical Grade Anhydrous Ammonia, which is a critical chemical component within the water treatment process and works in conjunction with chlorine (to create chloramine) to serve as a more stable (longer-lasting) disinfectant throughout the water distribution system. Thus, ensuring we maintain Palm Beach County Health Department compliance standards and that we provide the highest quality of water to our customers.

To ensure the lowest possible price, staff is recommending that the Village piggyback off of the current Southeast Florida Governmental Purchasing Cooperative's contract (selected by the City of Riviera Beach as the Lead Agency for the Co-Op) that was awarded to Tanner Industries, Inc. This selection by the City of Riviera Beach was completed through a competitive selection process - Purchase of Anhydrous Ammonia, Tank Rental and Tank Maintenance (ITB No. 19-146 - March 27, 2019).

The proposed price provided is as follows:

Anhydrous Ammonia	\$0.79/pound
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Note: The proposed contract would provide the same pricing that the Village has received from the previous piggyback contract with Tanner Industries, Inc. [City of Delray Beach-Metallurgical Grade Anhydrous Ammonia Purchase (Bid No. 2015-09 – November 12, 2014)].

If approved, the Village would accept Tanner Industries' pricing by piggybacking the City of Riviera Beach's contract including all terms, conditions and pricing therein. The term of the

proposed contract would expire on June 30, 2021 and this is the first year of a two (2) year contract with two (2) additional two (2) year renewal options. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: This contract was completed as part of the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs within the Co-Op to receive the best (lowest) price possible. As a result of our membership within the Co-Op, we are able to piggyback on this contract along with approximately fifty (50) government entities, which results in a lower total price than if the Village had obtained a price alone.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, the Assistant Public Service Director, the Utilities Superintendent and the Finance Director.

The Village has worked with the proposed vendor in the past and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2020 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Agreement - Tanner Industries
Approval to Piggyback - Tanner Industries, Inc.
City of Riviera Beach - Bid Tabulation
City of Riviera Beach - Contract Award
City of Riviera Beach - Invitation to Bid
City of Riviera Beach - Addendum 1

**AGREEMENT FOR THE PURCHASE OF ANHYDROUS AMMONIA, TANK RENTAL
AND TANK MAINTENANCE**

This Agreement for the purchase of anhydrous ammonia, tank rental and tank maintenance ("Agreement" hereafter) is made as of the 2ND day of APRIL, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Tanner Industries, Inc.**, 735 Davisville Road, Southampton, PA 18966-3200 a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with anhydrous ammonia, tank rental and tank maintenance; and,

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group initiated Bid No. 19-146 for Anhydrous Ammonia, Tank Rental and Tank Maintenance with the City of Riviera Beach Utility Special District as the lead agency; and,

WHEREAS, the City of Riviera Beach Utility Special District awarded a contract for the purchase of anhydrous ammonia, tank rental and tank maintenance (Bid # 19-146 ("RB Contract" hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of anhydrous ammonia, tank rental and tank maintenance based on the terms and conditions of the RB Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept VENDOR's piggy-backing the RB Contract including all terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. RB Contract. The RB Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein and is attached hereto as Exhibit "A". The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the RB Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the RB Contract and pricing therein, the VENDOR shall provide anhydrous ammonia, tank rental and tank maintenance as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be

commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the RB Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. RB Contract including the bid, contract all amendments and exhibits thereto.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The RB Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation per unit as stated in the RB Contract for anhydrous ammonia, tank rental and tank maintenance. Each party waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required in RB Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and term: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the RB Contract, which is June 30, 2021. In the event the RB Contract is extended, this Agreement may be extended for the same term upon the approval of VENDOR and the Village Council.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnification. The indemnification provision set forth in the RB Contract shall apply to the VILLAGE.

8. Public Entity Crimes. VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR will advise the Village immediately if it becomes aware of any violation of this statute.

9. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time VENDOR submits a bid or proposal for a contract or before VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

10. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the VENDOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. VENDOR may terminate this Contract upon 30 days written notice to the VILLAGE.

11. The VENDOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year,

prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **TANNER INDUSTRIES, INC.**

By: _____
[Signature]

Print Name: Matt Tanner

Title: Sales Administrator

[Corporate Seal]

STATE OF PENNSYLVANIA)
COUNTY OF BUCKS)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this _____ this 2ND day of APRIL, 2020, by MATT TANNER.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Edward J. Colfer, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires April 15, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Edward J. Colfer
(Signature of Notary Public State of ~~Florida~~ PENNSYLVANIA)
EDWARD J. COLFER
(Print, type, or stamp commissioned name of Notary public)

Personally Known X OR Produced Identification _____
Type of Identification Produced: _____



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

March 30, 2020

Mr. Paul Ward
Village of Palm Springs
5618 Basil Dr.
W. Palm Beach, FL 33415

Via email: Pward@vpsfl.org

Dear Mr. Ward:

Tanner Industries agrees to extend an invitation to piggy-back off the bid for City of Riviera Beach, Bid # 19-146, for l.t.l bulk quantities of **Metallurgical Grade Anhydrous Ammonia** for delivery to your facility's in W. Palm Beach, FL and Palm Springs, FL.

\$.79 per pound delivered
Price includes 2 hours unloading time
Terms: Net cash in 30 days
Effective: April 1, 2020
Firm thru: June 30, 2021

*Please Note: The storage tank lease agreement between Village of Palm Springs and Tanner Industries, Inc. will remain unchanged.

If you are in agreement please sign below indicating your approval:

Village of Palm Springs:

Name: _____

Title: _____

Tanner Industries:

Name: Lisa Conway

Title: Sales Administrator

We appreciate the business you place with us. If we may be of any further service, please do not hesitate to contact us.

Sincerely,
Tanner Industries, Inc.

Lisa Conway
Sales Administrator

Bid Tabulation

ITB No.: BID 19-146

Bid Title: PURCHASE OF ANHYDROUS AMMONIA TANK RENTAL AND TANK MAINTENANCE

Bid Opening Date: MARCH 27, 2019 @ 11 A.M.

Prepared by: PAMELA DAELY, MBA, CPPT

VENDOR NAME			TANNER INDUSTRIES, INC. 735 DAVISVILLE ROAD SOUTHAMPTON, PA 12966			AIRGAS SPECIALTY PRODUCTS, INC. 2530 SERVER ROAD, SUITE 300 LAWRENCEVILLE, GA 30043				
REQUIRED FORMS			YES			YES				
					LBS				LBS	
ANHYDROUS AMMONIA DELIVERED AND UNLOADED [LESS THAN FULL TRUCK]			\$ 395,000.00	\$ 0.79	500000	\$ 355,000.00	\$ 0.71	500000		
ANHYDROUS AMMONIA DELIVERED AND UNLOADED [LESS THAN FULL TRUCK]			\$ -	\$ 0.79	0	\$ -	\$ 0.71	0		
					QTY				QTY	
1000 Gallon Tank Rental,			\$ 1,200.00	\$ 100.00	12	\$ 1,800.00	\$ 150.00	12		
Corrective maintenance			\$ 2,805.00	\$ 165.00	17	\$ 4,080.00	\$ 240.00	17		
Pump Out Services			\$ 36,000.00	\$ 1,500.00	24	\$ 84,000.00	\$ 3,500.00	24		
Plus Transportation per occurrence HR			\$ 33,000.00	\$ 165.00	200	\$ 48,000.00	\$ 240.00	200		
TOTAL			\$ 468,005.00			\$ 492,880.00				



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 19-146 Anhydrous Ammonia Tank Rental an Tank Maintenance

Description/Title: Tanner Industries, Inc.

Initial Contract Term: Start Date: June 17th, 2019 End Date: June 30th, 2021

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: 7/1/2021 End Date: 6/30/2023

Renewal No. ____ Start Date: 7/1/2023 End Date: 6/30/2025

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Tanner Industries, Inc

Vendor Address: 735 Davisville Road

Contact: Matt Tanner

Phone: (215)-322-1238 Fax: _____

Cell/Pager: _____ Email Address: sales@tannerind.com

Website: www.Tannerind.com FEIN: 23-2050034

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: June 17, 2019 Resolution/Agenda Item No.: 24-19UD

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Riviera Beach Utilty Special District

Agency Address: 600 W. Blue Heron Blvd. Riviera Beach, FL 33404

Agency Contact: Pamela Daley Email pdaley@rivierabeach.org

Telephone: 561-845-4082 Fax: _____

RESOLUTION 24-19UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH TANNER INDUSTRIES, INC., OF SOUTHAMPTON, PA; BID NO.19-146, ANHYDROUS AMMONIA, TANK RENTAL AND TANK MAINTENANCE SERVICES CONTRACT ON AN AS NEEDED BASIS. AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM PROJECT NUMBER 41131103 543000 IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tanner Industries, Inc., of Southampton, PA is awarded Bid No. 19-146 effective until June 30, 2021; and

WHEREAS, the district is the lead agency for the Southeast Florida Governmental Purchasing Cooperative and the above mentioned solicitation will provide services for the district and approximately fourteen other agencies; and

WHEREAS, the contract allows Tanner Industries, Inc., to provide Anhydrous Ammonia tank rental and the maintenance of tanks to include labor, material and equipment on an as needed basis; and

WHEREAS, the Utility Special District wishes to utilize Tanner Industries, Inc., Bid 19-146 in an amount not to exceed \$50,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, RIVIERA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the contract with Tanner Industries, Inc. in the amount not to exceed \$50,000.00 annually to provide equipment on an as needed basis.

SECTION 2: That the Utility Special District Board Chairperson and the District Clerk are authorized to execute the contract between the Utility Special District and the above named vendor.

SECTION 3: That the District Finance Director is authorized to pay for same under Account Number 41131103 543000.

SECTION 4: That the Chairperson and District Clerk are hereby authorized to execute future renewals of this agreement.

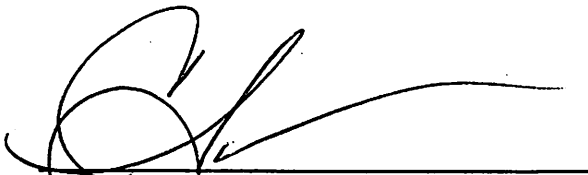
SECTION 5: This Resolution shall take effect upon passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 17th of JUNE 2019.

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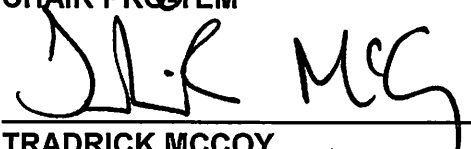
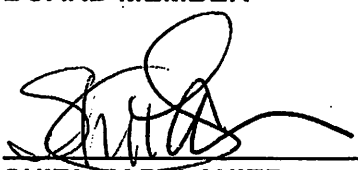
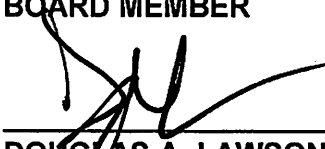
APPROVED:

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

KASHAMBA MILLER-ANDERSON
CHAIRPERSON


JULIA A. BOTEL, Ed.D
CHAIR PRO-TEM
TRADRICK MCCOY
BOARD MEMBER
SHIRLEY D. LANIER
BOARD MEMBER
DOUGLAS A. LAWSON
BOARD MEMBER

MOTION BY: T. MCCOY

SECONDED BY: D. LAWSON

T. MCCOY AYE

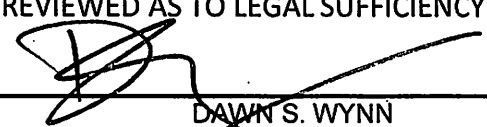
K. MILLER-ANDERSON AYE

S. LANIER AYE

J. BOTEL AYE

D. LAWSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


DAWN S. WYNN
DISTRICT ATTORNEY

DATE: 6/17/19

**PROFESSIONAL SERVICES CONTRACT FOR
ANHYDROUS AMMONIA, TANK RENTAL AND TANK MAINTENANCE**

This Contract is made as of this 17 day of June, 2019, by and between the City of Riviera Beach Utility Special District, Florida, hereinafter referred to as the "DISTRICT", and TANNER INDUSTRIES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 23-2050034.

In consideration of the mutual promises contained herein, the DISTRICT and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide rental of equipment services (generators and switches) to the DISTRICT as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof. BID 19-146 ANHYDROUS AMMONIA, TANK RENTAL AND TANK MAINTENANCE.

The CITY's representative/liaison during the performance of this Contract shall be Leighton C. Walker, who may be contacted at 561-845-4185 or by email lcwalker@rivierabch.com.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon approval and execution of this agreement, and complete all services by June 30, 2021.

At the option of the DISTRICT, the Contract may be renewed for two (2) additional twenty-four-month period.

The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the UTILITY SPECIAL DISTRICT BOARD. The City Manager is authorized to enter into renewal agreements on behalf of the District. Any renewal will be subject to appropriation of funds by the DISTRICT.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The DISTRICT agrees to compensate the CONSULTANT as outlined in Attachment "B" of the fee summary. The total and cumulative amount of this Contract shall not exceed \$50,000, or the amount of funds annually budgeted for these services. Payment shall be made based upon deliverables outlined in Attachment "B" of the agreement. The DISTRICT shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the

CONSULTANT providing deliverables to the DISTRICT in accordance with the scope of work contained in Attachment "B," without specific, prior approval of the DISTRICT's representative.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the DISTRICT's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the DISTRICT representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges and costs have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the DISTRICT shall have no obligations for any other costs or expenses thereafter.
- E. Payments to the CONSULTANT shall be sent to:

Attention: Accounts Receivable
TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The DISTRICT shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the DISTRICT fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the DISTRICT's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the DISTRICT.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the DISTRICT.

The CONSULTANT agrees that it is fully responsible to the DISTRICT for the negligent acts and omissions of subcontractors, subconsultants, and of persons either directly or indirectly employed by the

CONSULTANT (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the DISTRICT.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors will comply with all DISTRICT requirements governing conduct, safety, and security while on or utilizing DISTRICT premises/property.

ARTICLE 7 - SUBCONTRACTING

The DISTRICT reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the DISTRICT.

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 - SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by DISTRICT staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the DISTRICT to inspect such records and provide such records to the DISTRICT upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The DISTRICT is exempt from payment of Florida State Sales and Use Tax. The DISTRICT will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the DISTRICT, nor is the CONSULTANT authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The DISTRICT's performance and obligation to pay under this Contract is contingent upon annual appropriations being made by the DISTRICT.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the DISTRICT as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the DISTRICT, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The DISTRICT and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the DISTRICT nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the DISTRICT's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the CONSULTANT. The DISTRICT agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the DISTRICT shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the DISTRICT by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a DISTRICT board, including an advisory board, you may be ineligible to enter into a contract/agreement with the DISTRICT. If you are a member of a DISTRICT board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors

and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other consultant employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the DISTRICT's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar and other data developed, or purchased, under this Contract for or at the DISTRICT's expense shall be and remain the DISTRICT's property and may be reproduced and reused at the discretion of the DISTRICT.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the DISTRICT to perform the service.
- (b) Upon request from the DISTRICT's custodian of public records or designee, provide the DISTRICT 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the DISTRICT.
- (d) Upon completion of this Contract, transfer, at no cost, to the DISTRICT all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT 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 DISTRICT, upon request from the DISTRICT's custodian of public records or designee, in a format that is compatible with the information technology systems of the DISTRICT.

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 OR DESIGNEE AT CLAUDENE ROBINSON, CITY CLERK, 561-845-3419, CROBINSON@RIVIERABCH.COM, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 33404.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

The CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein,

or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The DISTRICT reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the DISTRICT's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the DISTRICT's decision to proceed with the change.

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the DISTRICT or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the DISTRICT shall be mailed to:

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
ATTN: LEIGHTON C. WALKER, INTERIM EXECUTIVE DIRECTOR
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FL 33404**

If sent to the CONSULTANT shall be mailed to:

**TANNER INDUSTRIES, INC.
ATTN: MATT TANNER
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 - PROTECTION OF WORK AND PROPERTY

If applicable, the CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the DISTRICT's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the DISTRICT or employees of the DISTRICT, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The DISTRICT and CONSULTANT shall work in an expeditious manner to complete the objectives as set forth in the Scope of Work described in Exhibit “A.”

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the DISTRICT to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of DISTRICT’s right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and DISTRICT may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Matt Tanner, Sales Administrator, hereby represents to the DISTRICT that Matt Tanner, has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Utility Special District Board.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or

c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the DISTRICT of the occurrence of any event of default within ten (10) days of the CONSULTANT's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the DISTRICT, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The DISTRICT, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The DISTRICT reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 -- WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, DISTRICT AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. DISTRICT AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the City procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the CONSULTANT shall continue to disclose to the DISTRICT any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the DISTRICT.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

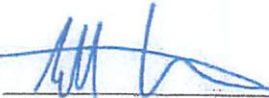
IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CORPORATE SEAL

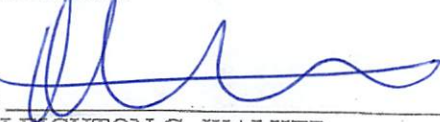
UTILITY SPECIAL DISTRICT

BY: 
K. MILLER-ANDERSON
CHAIR

TANNER INDUSTRIES, INC.

BY: 
MATT TANNER
SALES ADMINISTRATOR

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
LEIGHTON C. WALKER
INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
DAWN S. WYNN
CITY ATTORNEY

Date: 6/10/19



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

BID 19-146

TO OUR PROSPECTIVE CONTRACTORS:

The attached Request for BID represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately fifty-five (55) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative 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 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 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 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 shall furnish the Lead Agency a detailed Summary of Sales semiannually 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 are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative 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 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 as a result of this procurement action.

**CITY OF RIVIERA BEACH
SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP
INVITATION TO BID
BID 19-146**

This Invitation to Bid represents a Cooperative Bid for the Southeast Florida Governmental Cooperative Purchasing Group for the following commodity.

PURCHASE OF ANHYDROUS AMMONIA, TANK RENTAL AND TANK MAINTENANCE

OPENING: 11:00 A.M., Wednesday, March 27, 2019

The following agencies are participating in this bid solicitation and the resulting contract:

1. City of Boca Raton, Lorie Messer, Purchasing, (561) 393-7872
2. Broward County, Marie Williams, (954) 357-5856
3. City of Coral Springs, Roxanne Sookdeo, Purchasing, (954) 344-1103
4. City of Deerfield Beach, Paul Collette, Purchasing, (954) 480-4418
5. City of Hollywood, Ian Superville, Procurement, (954) 921-3552; Taylor "Bud" Calhoun, Water Plant Mgr.
6. Town of Lantana, Clyde Ali, Water Plant, (561) 540-5760
7. City of Margate, Spencer Shambrey, Purchasing, (954) 935-5346
8. City of Miramar, Eugene Pennetti, Water Plant, (954) 438-1231 or by cell: (954)-548-0375
9. City of North Miami Beach, Raul Sotelo, Water Plant (305) 652-6460
10. City of Plantation, Victor Pedlar, Water Plant, (954) 452-2544
11. City of Pompano Beach, Leeta Hardin, General Services, (954) 786-4098
12. City of Riviera Beach Utility Special District, Pamela Daley, 561-845-4082
13. City of Sunrise, Holly Raphaelson, Purchasing, (954) 572-2202
14. City of Tamarac, Horst Bremer, Water Plant, (954) 597-3776

These agencies have the option to participate in this solicitation

Other agencies included in the Southeast Florida Governmental Purchasing Cooperative may elect to use the contract for new requirements for anhydrous ammonia that may occur, upon proper notice to the City of Riviera Beach and the contractor.

The Agency responsible for issuing this bid is the **City of Riviera Beach Utility Special District (District)**, 800 West Blue Heron Blvd., Riviera Beach, Florida 33404.

All questions concerning this Request for BID (BID) should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency."

All responses to the BID are to be returned to: City of Riviera Beach, City Clerk's Office, 600 West Blue Heron Boulevard, Suite 140, Riviera Beach, Florida 33404 no later than **11:00 A.M., Wednesday, March 27, 2019**, with **the BID number and due date marked plainly on the envelope.**

Award will be made by the **City of Riviera Beach**. Each participating governmental entity will be responsible for issuing its own purchase orders, and for order placement in accordance with its respective purchasing policies and procedures.

Each agency will require separate billings, be responsible for payment to the vendor 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 BID document to a single entity or location will, in fact, be understood as referring to all participating entities referenced in this Request for Proposals.

The successful Contractor shall be responsible for advising the lead agency, referenced in the award, of those participants who may fail to place orders under this award.

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase

order resulting from this bid award. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT FOR NEW USAGE, DURING THE CONTRACT TERM, OR ON ANY CONTRACT EXTENSION TERM, IF APPROVED BY THE LEAD AGENCY. NEW COOP MEMBERS MAY PARTICIPATE IN ANY CONTRACT, ON ACCEPTANCE AND APPROVAL BY THE LEAD AGENCY. (A listing of current Co-op members is attached.)

ANY PROBLEM WITH PARTICIPATING AGENCIES REFERENCED IN THIS AWARD WILL BE BROUGHT TO THE ATTENTION OF THE LEAD AGENCY.

THIS REQUEST FOR PROPOSAL IS CONSIDERED AN INTEGRAL PART OF THE PROPOSAL DOCUMENT, AND ANY RESULTANT AWARD, AND SHALL BE INCLUDED BY REFERENCE INTO ANY CONTRACT.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

INVITATION TO BID



BID No. 19-146

EVENT	DATE
BID TITLE	ANHYDROUS AMMONIA TANK RENTAL AND TANK MAINTENANCE
BID NUMBER	19-146
DATE BID ISSUED	03/06/2019
BID DUE DATE	03/27/2019@ 11 A.M.
PRE-BID MEETING - SITE VISIT	N/A
DUE DATE FOR BIDDER QUESTIONS	Until five (5) days prior to the submittal date
PROPOSED AWARD DATE	APRIL 18, 2019
START DATE	TBD, 2019
BID CONTACT	Pamela Daley, MBA, CPPT Senior Procurement Specialist pdaley@rivierabch.com
CONTRACT DURATION	2 years
CONTRACT RENEWAL	2 (two) Renewal of twenty-four-month terms
PRICES GOOD FOR	Term of contract 2 years
BID COMMENTS:	
NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE CONTACT LISTED ABOVE	
.	

SUBMIT BID TO:

CITY OF RIVIERA BEACH OFFICE OF THE CITY CLERK
600 W. BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404
(561) 845-4090

BID CONTACT: PAMELA DALEY, MBA,

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

INVITATION TO BID



BID PACKAGE COVER SHEET

(B1)

GENERAL CONDITIONS –

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF RIVIERA BEACH. THE CITY OF RIVIERA BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE CITY, 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.

BID TITLE: ANHYDROUS AMMONIA TANK RENTAL AND TANK MAINTENANCE	BID NUMBER: 19-146
BID DUE DATE: 03/27/2019	TIME DUE BY: @ 11 A.M.

BIDDER/COMPANY NAME _____ CONTACT PERSON _____

BIDDER ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

BIDDER EMAIL _____ CONTRACT TITLE: _____

BIDDER PHONE # _____ BIDDER FAX # _____

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER _____

DUN & BRADSTREET NUMBER _____ STATE OF FL LICENSE NUMBER (IF APPLICABLE) _____

ORGANIZATIONAL STRUCTURE (PLEASE CHECK ONE) __ CORPORATION __ PARTNERSHIP __ JOINT VENTURE __ PROPRIETORSHIP __ OTHER

TOTAL BID AMOUNT \$ _____

IF BID EXCEEDS 100,000, BIDDER MUST PROVIDE BID BOND OR CASHIER'S CHECK IN THE AMOUNT OF 5% OF BID OR BID WILL BE REJECTED

BID BOND (IF APPLICABLE) \$ _____

BIDDER ACKNOWLEDGEMENT 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. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the 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.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, 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. Further by signature of this form, pages 2 through 9 are acknowledged and accepted as well as any special instruction sheet(s) if AUTHORIZED SIGNATURE (original in blue ink)

TYPED NAME OF SIGNER TITLE

1. **EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City of Riviera Beach upon debt or contract nor from a defaulter upon obligations to the City of Riviera Beach. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City within the last three years, unless so noted in the bid documents.

2. **TIE BIDS:** In case of tie bids, the award will be made in the following preference:

**BIDDER WITHIN CITY LIMITS OF RIVIERA BEACH. BIDDER WITHIN PALM BEACH COUNTY.
BIDDER WITHIN THE STATE OF FLORIDA.**

3. **NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

4. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening.

5. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the City Clerk's Office and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that the bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened are exempt from public examination until an intended decision is announced or until 30 days from the opening, whichever is earlier (Florida Statutes Section 119.071) may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

NOTE: Except as required by Florida statutes, bids are exempt from release for certain periods of time after bid opening.

6. **ADDENDA TO BID:** The City reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Procurement Department immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of the City.

7. **ACCEPTANCE / REJECTION OF BIDS** The City of Riviera Beach reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award.

The Contract will be awarded to the lowest, responsible and responsive bidder. The Director of Procurement reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

(a) See also "Bidder Qualifications" in the Special Conditions.

(b) The ability, capacity, and skill of the bidder to perform the service required.

(c) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(e) The quality of performance of previous contracts or services.

(f) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance Sec. 10-301. Minority owned businesses wishing to participate in the City procurement process may contact the Procurement Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and procurement process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form "Drug Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.** - as specified in Special Instructions to bidder.

(c) **TIE BIDS:** The award on tie bids will be in accordance with the provisions of the Procurement Code.

(d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest bid cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract. In case of mistakes

in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

(g) **ORDERING:** The City of Riviera Beach 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 shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the City of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the seller.

10. TERMINATION:

(a) **FUND-OUT:** The City of Riviera Beach City Council\District Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate in accordance with the contract.

11. CONDITIONS AND PACKAGING: Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

12. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufacturing items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the City of Riviera Beach Risk Management Division, 600 W. Blue Heron Blvd., Riviera Beach, FL 33404. The MSDS must include the following information.

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosively, and reactivity;
2. The known acute and chronic Health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of over-exposure.

(a) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(b) The emergency procedure for spills, fire, disposal, and first aid.

(c) 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.

(d) 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.

13. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS: Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase.

This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the City of Riviera Beach and such determination shall be final and binding upon all bidders.

Although the City of Riviera Beach provides for the consideration of alternate bids, the bid is to be awarded to the lowest responsible and responsive bidder.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number.

14. **SUBCONTRACTING:** If the vendor subcontracts any portion of a contract for any reason, must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with bid response. The City of Riviera Beach reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
15. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Procurement Department before or by the final day and time for questions as indicated. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Procurement Department.
16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.
17. **BID TABULATION:** Bidders desiring a copy may request same by enclosing a self-addressed, stamped envelope with their bid.
18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.
19. **POSTING OF BID TABULATIONS:** Bid tabulations will be posted within a period of 72 hours for review by interested parties, at the Procurement website @ www.rivierabch.com . Failure to file a protest to the Director of Procurement within the time prescribed in Section 16.5-241 of the City's Riviera Beach Code of Ordinances shall constitute a waiver of proceedings under the referenced City ordinance.
20. **SMALL BUSINESS ENTERPRISE PARTICIPATION GOAL – CITY OF RIVIERA BEACH ORDINANCE #4010:** It is the policy of the City of Riviera Beach that Small Business Enterprises (SBE) shall have the maximum opportunity to participate in the projects financed with City funds. Bidders are hereby informed that the City has established a requirement of a minimum of 15% participation of Small Business Enterprises in all City contracts. An effort should be made to hire SBE subcontractors, laborers, material men. (See Schedules 1&2).
21. **SELECTION PROCESS:** Notwithstanding any other provisions, preference shall be given in the selection process as follows:
 - (a) If there is a tie in bid amounts between a Riviera Beach company and one from another City, the Riviera Beach Company will be awarded the bid.
 - (b) If no Riviera Beach Company bids on a contract, preference will be given to Palm Beach County companies, the State of Florida and then out of state.
22. **BIDDERS RESPONSIBILITY:** Each bidder must, before submitting their bid, carefully examine and become familiar with this Invitation to Bid and all of its contents. Ignorance of the bid content and resulting contract will in no way relieve the Contractor of any of the obligations and responsibilities.

23. **BID PROTEST PROCEDURES:**

Right to protest.

Any actual or prospective bidder, offer, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Council\District Board. Protestors shall seek resolution of their complaints initially with the director of procurement, and secondly with the City manager prior to protesting to the City Council\District Board. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The

protest shall be submitted within five calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

In the event of a timely protest under subsection (a) of this section, the director of procurement shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City manager makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

1. **Written Protest.** The written protest submitted to the Director of Procurement must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Bid/Proposal, whichever is greater up to a maximum of \$2,500.
2. **Appeal to the City Manager.** The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
3. **Appeal to the City Council\District Board.** The written request for an appeal to the City Council\District Board must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2% whichever is greater, up to a maximum of \$2,500.
4. **Refund of Filing Fees.** All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the City. If the protest is denied the filing fee shall be forfeited to the City in lieu of payment of costs incurred by the City.

24.AWARDS: If a specific basis of award is not established in the instructions to bidders, specifications or special conditions of the Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected.

25.GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in letter the specific regulation which required an alternation. The City of Riviera Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

26.CONFLICT OF INTEREST: The award hereunder is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Riviera Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's business.

27.LEGAL REQUIREMENTS: Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

28.NOTICE TO SELLER TO DELIVER: No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

29.PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each Governmental unit which avails itself of this contract

will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that the City of Riviera Beach is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

30. BID SECURITY AND PERFORMANCE BONDS

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director of Procurement to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000 when the circumstances warrant in the opinion of the City Manager.

1. Performance bond satisfactory to the City, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and
2. A payment bond satisfactory to the City, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials of supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in F.S. § 255.05(1).

31. AMOUNT OF BID SECURITY

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated to exceed \$100,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000.00 when the circumstances warrant in the opinion of the City manager.

Bid security shall be in an amount equal to at least five percent of the amount of the bid.

When the invitation for bids requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirement.

32. REJECTION OF BIDS FOR NONCOMPLIANCE WITH BID SECURITY REQUIREMENTS

When the invitation for bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirement.

- 33. WARRANTY:** The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. **Warranties shall be indicated on the bid sheet or enclosed herewith.**

- 34. TERMS AND CONDITIONS OF AGREEMENT:** An example of the agreement to be entered into with the successful bidder is available for review on the Procurement Department web page at www.rivierabch.com

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 CITY CLERK OR DESIGNEE AT 600 West Blue Heron Blvd. Riviera Beach, FL. 33404. (561-845-4090; Cityclerk@rivierabch.com).

- 35. EXECUTION OF AGREEMENT:** The successful bidder shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award and City keeping bid security.

- 36. SPECIAL CONDITIONS:** Any and all special conditions that may vary from these standard conditions shall have precedence.

37. The following agencies are participating in this bid solicitation and the resulting contract:

1. City of Boca Raton, Lorie Messer, Purchasing, (561) 393-7872
2. Broward County, Marie Williams, (954) 357-5856
3. City of Coral Springs, Roxanne Sookdeo, Purchasing, (954) 344-1103
4. City of Deerfield Beach, Paul Collette, Purchasing, (954) 480-4418
5. City of Hollywood, Ian Superville, Procurement, (954) 921-3552;
Taylor "Bud" Calhoun, Water Plant Mgr.
6. Town of Lantana, Clyde Ali, Water Plant, (561) 540-5760
7. City of Margate, Spencer Shambray, Purchasing, (954) 935-5346
8. City of Miramar, Eugene Pennetti, Water Plant, (954) 438-1231 or by cell: (954)-548-0375
9. City of Pembroke Pines, Mike Ponce, Water Plant, 954-437-1111
10. City of Plantation, Victor Pedlar, Water Plant, (954) 452-2544
11. City of Pompano Beach, Leeta Hardin, General Services, (954) 786-4098
12. City of Riviera Beach Utility Special District, Pamela Daley, (561-845-4082)
13. City of Sunrise, Holly Raphaelson, Purchasing, (954) 572-2202
14. City of Tamarac, Horst Bremer, Water Plant, (954) 597-3776
15. Village of Wellington, James Volkman, Purchasing, (561) 791-4101

38. Other agencies included in the Southeast Florida Governmental Purchasing Cooperative may elect to use the contract for new requirements for anhydrous ammonia that may occur, upon proper notice to the City of Riviera Beach and the contractor.

39. **ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Procurement Department. You may also view and/or download the Request for Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Procurement Department, telephone directory, and How to do Business with the City of Riviera Beach on the internet at: www.rivierabch.com.

40. Florida's Public Records Act, Chapter 119, Florida Statutes

The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

GENERAL INFORMATION TO BIDDERS BID NO. 19-146 UD

GENERAL CONDITIONS:

A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project.

B. Payments will not be made for partial work.

C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.

D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, transportation, equipment, permits, cranes, materials, specialized building materials, manufacturer's representation (if needed), temporary storage facilities and all other work as needed for full completion of work.

SITE CONDITIONS:

A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.

B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner's satisfaction at the contractor's expense.

C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.

D. Contractor is responsible for the handling and storing of all materials delivered to all sites.

SPECIAL REQUIREMENTS:

A. The contractor must be licensed to work in the State of Florida. Submit documentation of this with bid.

B. Insurance is required as listed in this bid package. Provide copy of insurance with bid.

C. The contractor shall direct its personnel in the execution of the work.

D. Municipalities and other governmental entities may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by Contractor(s) and Riviera Beach Utility Special District.

1. None of the participating governmental entities shall be deemed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as result of this procurement action.

WARRANTY:

Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date services or product is received. The date of the successful passing of the final inspection or sign off from authorized staff of receipt of service or product shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

2. Workmanship warranty shall be one (1) year.

3. Standard Manufacturer's warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.

(1) AWARD CRITERIA

The award shall be to the responsive and responsible lowest bidder meeting the written specifications and the minimum qualifications of experience, competency, and price.

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work for at least three (3) or more years. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Riviera Beach Utility Special District.

In addition, Contractor must provide as a minimum at least **three (3) governmental agencies receiving** similar services or products on form (B2) **and attach said form to their submittal**. Do not list projects older than five (5) years ~~ago~~. The reference person must be someone with knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

The Contractor shall, at a minimum provide the following:

- Palm Beach County Current Year Tax Receipt
- City of Riviera Beach Current Year Tax Receipt (maybe obtained prior to award)
- State of Florida Department of State Document of Corporation
- Valid Certifications as a Small Business, Women Owned Business or Minority Owned Business (if required)
- Valid Copy of Certificate of Liability Insurance (*prior to award a certificate naming the City as a named insured*)

(2) FURTHER INFORMATION

Service work schedules shall be coordinated with Project Manager before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact Pamela Daley, Senior Procurement Specialist for the Utility Special District (pdaley@rivierabch.com).

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Procurement or his designee.

Project work schedules shall be coordinated with the Assistant Executive Director Leighton C. Walker before any work is started.

(3) CODE REQUIREMENTS

The Contractor and subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

(4) CONDUCT OF EMPLOYEES

All employees of the contractor shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the contractor by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

(5) SUPERVISION AND INSPECTIONS

The Contractor shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the Contractor will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be assessed.

The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

(6) PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Interim Public Works Director (Terrence Bailey) may be reached at (561) 845-4080.

(7) EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

(8) PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

(9) INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City, once City personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

(10) PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of Florida Statutes 218.735(6), as may be amended, when a prime contractor receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor for labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

(11) PAYMENT/PERFORMANCE BOND

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount for any bid in excess of \$100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes Section 255.05, covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858. The bonds must be recorded in the official records of Palm Beach County prior to any work commencing.

(12) INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

(13) PERMITS AND FEES

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The Contractor shall include the cost for all permits in the contractor's base bid.

(14) CONTRACT

The Procurement Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

The Contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

(15) CONTRACT AMOUNT

Prices quoted in the bid will be considered firm for each type work to be performed.

(16) SUBCONTRACTING

After award and prior to start of work the Contractor shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the Contractor from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the City.

(17) PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices must state the purchase order number.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

(18) INVOICING

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

(19) APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS – N/A

(20) CONE OF SILENCE

No entity filing a BID shall through their principal, attorneys, or agents, contact the City Council\District Board for the purposes of discussing any aspect of this BID for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council\District Board. **Any action in violation of this provision shall be cause for disqualification from participation in this BID.**

(21) NON-COLLUSION STATEMENT

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total

assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer.

Failure of a bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

(22) SMALL BUSINESS ENTERPRISE (SBE)

The City has a goal for Small Business Enterprises (SBE) participation of fifteen percent (15%) for City procurement of construction, professional services and other commodities. Failure to satisfy this requirement will result in a bid disqualification.

The City defines Small Business Enterprises as such, a business which has been certified by the State of Florida, The Palm Beach County Office of Small Business Assistance, or other County or State governmental agencies and is an independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars (\$500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars (\$500,000) the contract shall be awarded to the low bidder who is responsive to the SBE requirements. In the event there are no bidders responsive to the SBE requirements, the contract shall be awarded to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid amount by more than fifty thousand dollars (\$50,000).

(23) LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder which has a permanent, physical place of business within the City limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the City to pay more than \$25,000.00 above the amount proposed by the non- local vendor which would have been recommended for award if the local vendor preference had not been applied.

(24) INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES

If no Riviera Beach Company submits a bids, preference will be given to non-local businesses which submit bids/proposals that utilize local Riviera Beach businesses for at least 25% of the contract award amount.

The City qualifies a local business as a bidder who has a permanent, physical place of business within the City limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service are not verifiable and shall not be used for the purpose of establishing said physical address.

(25) RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a

material breach of any contract entered into with the bidder as justification for termination.

(26)CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- (a) Liaison with Contractor
- (b) Coordinate and approve all work under the contract.
- (c) Resolve any disputes.
- (d) Assure consistency and quality of Contractor's performance.
- (e) Schedule and conduct Contractor performance evaluations and document findings.
- (f) Review and approve for payment all invoices for work performed or items delivered.

(27)CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

SCOPE OF WORK

1. GENERAL

- 1.1. The District as lead agency for the Southeast Florida Governmental Purchasing Cooperative intends to enter into a contract with a one or more Contractors to purchase Anhydrous Ammonia tank rentals and tank maintenance for the District and any participating agency or job site located in Palm Beach County, Broward County or Miami-Dade County. This solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.
- 1.2. The intent of the solicitation is to establish an as needed when-needed basis contract for the purchase of anhydrous ammonia delivered, rental of 1,000 gallon tanks for anhydrous ammonia to include maintenance services.
- 1.3. The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contract shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.
- 1.4. All cost for the described services shall be as stated in the bid proposal.
- 1.5. In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City of Riviera Beach Utility Special District. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when the City invokes this extension clause.
- 1.6. Delivery and Unloading: Ammonia will be delivered to and discharged into above-ground storage tanks at the facilities below:

City of Boca Raton
1401 Glades Road
Boca Raton, Florida 33431

Broward County (two locations)
WTP District 1A
3701 N. State Road. 7, 33319, and
WTP District 2A
1390 NE 50th Street, 33064

City of Coral Springs, Water Plant
3800 NW 85th Avenue
Coral Springs, FL 33065

City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442

City of Hollywood, Public Utilities Water Treatment Plant
3441 Hollywood Blvd.
Hollywood, FL 33021

Town of Lantana, Water Plant
510 W. Pine Street
Lantana, FL 33462

City of Margate, Department of Engineering Services
980 NW 66 Avenue
Margate, FL 33063

City of Miramar (two locations)
2600 SW 66 Terrace, and
4100 S. Flamingo Drive
Miramar, FL

City of Pembroke Pines

Pembroke Pines, FL

City of Plantation (two locations)
500 NW 65 Avenue, and
700 NW 91 Avenue
Plantation, FL

City of Pompano Beach Water Treatment Plant
1201NE 3rd Avenue
Pompano Beach, FL 33060

City of Riviera Beach Utility Special District
800 West Blue Heron Blvd.
Riviera Beach, Florida 33404

City of Sunrise (three locations)
14150 NW 8th Street
4350 Springtreet Drive
777 Sawgrass Corp. Parkway
Sunrise, FL

City of Tamarac
7803 NW 61Street
Tamarac, FL 33321

City of Wellington
1100 Wellington Trace
Wellington, FL 33414

The delivery containers shall have been cleaned immediately prior to filling and shall be protected against the introduction of impurities during the filling and delivery processes. Periodically, the City may run tests to ascertain compliance with set criterion for purity. Any delivery with contaminants will be rejected.

- 1.7. Testing: The City of Riviera Beach and all participating agencies reserve the right during the contract period to determine if the product supplied meets applicable specifications. Additionally, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate costs to be borne by the supplier.
- 1.8. Weight Certificate: Upon delivery, the quantity of material delivered is to be verified with City's tank gauge. Weight certificates may or may not be required. If there is any discrepancy in weight certificates and gauge readings, the gauge reading will govern.
- 1.9. Detailed Technical Specifications for Anhydrous Ammonia: Liquefied Anhydrous Ammonia, NH₃, Refrigerant Grade or better, minimum 99.99 pure by volume, and shall meet AWWA specifications where established. The anhydrous ammonia under these specifications shall contain no impurity or substance that would be injurious or deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry.

The ammonia shall contain no impurities which would produce an unpleasant taste or odor in the purchaser's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of a potable water supply. The anhydrous ammonia shall contain no heavy or trace metals that exceed Federal, State, or County drinking water standards.

Further, it shall contain no natural or synthetic organic impurities that will cause an increase in levels exceeding the Safe Drinking Water Act M.C.L.'s (Maximum Contamination Levels) or any future or amended M.C.L. organic levels.

1. Metallurgical Grade
2. Must be NSF Certified
3. Ammonia (NH₃) 99.9965% Minimum
Ammonia (NH₃) 99.999% Typical
4. Water Content 33 ppm Maximum
<10 ppm Typical
5. Oil 2 ppm Maximum
1 ppm Typical

1.10. Containers: Liquid Ammonia shall be shipped in tank trucks as specified by the using agency. Shipping containers shall conform to applicable regulations of the Interstate Commerce Commission. Bidder shall be responsible for unloading anhydrous ammonia into City's storage vessels. All equipment required for such transfer shall be furnished by the bidder and shall be free of contaminants.

1.11. Delivery and Safety Measures: Bidder shall assure purchaser that each delivery truck is in excellent condition. Each truck shall have a capable driver, trained in the proper handling of ammonia, related unloading equipment, and the use and operation of equipment as indicated. Each delivery truck shall be equipped with self-contained breathing apparatus.

Each shipment shall carry with it, clear identification of the material and a warning of potential danger in handling. For the tank truck shipments, information accompanying the bill of lading shall include the name of the product, net weight or volume of the contents, the percentage strength of the product, the name and address of the manufacturer, the lot number, brand name, if any, and shall bear such other markings as are required by applicable laws.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the using agency and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - A. The potential for fire, corrosivity, and reactivity.
 - B. The known acute and chronic health effects of risks from exposure, including medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
 - C. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description, in lay terms, of the known specific health risks posed by the toxic substance intended to alert any person reading this information.
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. Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health, Toxic Waste Information Center
2551 Executive Center West
Tallahassee, FL 32301-5014
Telephone: 1-800-367-4378

1.12. Certified Analyses: Copy of any assay test performed on ammonia, which is normally supplied by a bidder, shall be furnished with the bid.

1.13. Safety Seminars: If requested by the City, the successful bidder will be required to give a minimum of two (2) on-site training presentations per year. Presentations will cover all material safety data information, safe handling procedures, and

proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.

1.14. Participating Agencies Estimated Annual Usage:

AGENCY	ANHYDROUS AMMONIA (LB)	1000 GALLON TANK RENTAL
City of Boca Raton, Iorie Messer, Purchasing (561)-393-7872	80,000	1
Broward County, Marie Williams, (954) 357-5856	100,000	4
City of Coral Springs, Roxanne Sookdeo, Purchasing, (954) 344-1103	12,000	1
City of Deerfield Beach, Paul Collette, Purchasing, (954) 480-4418	30,000	1
City of Hollywood, Ian Superville, Procurement, (954) 921-3552; Taylor "Bud" Calhoun, Water Plant Mgr.	50,000	2
Town of Lantana, Clyde Ali, Water Plant, (561) 540-5760	10,000	0
City of Margate, Spencer Shambray, Purchasing, (954) 935-5346	11,000	0
City of Miramar, Eugene Pennetti, Water Plant, (954) 438-1231 or by cell: (954)-548-0375	20,000	2
City of North Miami Beach, Raul Sotelo, Water Plant (305) 652-6460		
City of Plantation, Victor Pedlar, Water Plant, (954) 452-2544	20,000	0
City of Pompano Beach, Leeta Hardin, General Services, (954) 786-4098	60,000	0
City of Sunrise, Holly Raphaelson, Purchasing, (954) 572-2202	96,000	0
City of Riviera Beach, Pamela Daley, Utility Special District (561) 845-4082	10,000	1
City of Tamarac, Horst Bremer, Water Plant, (954) 597-37	12,000	0
Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities		

1.14.a. Detailed Specifications for Corrective Maintenance Services: During the term of any agreement for corrective maintenance services, the successful bidder shall replace, at no additional cost to the Buyer, the pressure relief valves identified in this document that reach the expiration date of five (5) years from the date of manufacture. Pressure relief valves that require replacement prior to the defined expiration date will be replaced, but the Buyer will pay the labor costs.

Other valves and gauges that fail or require replacement during the term of the maintenance contract will be replaced at no additional cost to the Buyer, excluding pump-out services required to evacuate ammonia prior to repair.

Valves and gauges covered by these specifications include the following: Liquid fill valve, vapor equalizing valve, gas outlet valve, fixed level gauge, pressure gauge, shut-off valve, liquid level float gauge, and liquid outlet valve.

1.15. Inspection of Tanks and Valves/Gauges: The following inspection services shall be provided to the Buyer by the successful bidder at no additional cost when renting a 1,000-gallon tank:

A. INSPECTION OF STORAGE TANK

- a) Inspect paint for gloss, chalking, rust, delaminating, stains, and overall appearance.
- b) Inspect for signs of corrosion and pitting at nozzle and bolt connections, flange and saddle joints, and valve connections.
- c) Perform a litmus test on all joints and connections to check for ammonia leaks.
- d) Inspect decals for wear and placement
 - . NH3 decal on all sides
 - . Warning decals as required
 - . Opening labels
- e) Inspect for expansion

B. INSPECTION OF VALVES AND GAUGES: All relief valves, shut-off valves, three-way valves, and gauges for rust, pitting, leaks, and check gauges shall be inspected for proper operation. All pressure valves replacement dates shall be verified. If pressure relief valve replacement date has passed or is within six months of the recommended date, the Buyer will be advised to take corrective action.

1.16. Exclusions: Tank failures and repainting will not be covered by the vendor under any agreement/purchase order resulting from this bid. Other exclusions shall be the labor to replace electric and pneumatic components that may be covered in these specifications. Each governmental entity shall be required to provide the appropriate trade technician to perform services

related to the replacement or repair of electric or pneumatic components and controls

1.17. Current Contracts: Government entities listed as participants in this bid solicitation may have current contracts to purchase the anhydrous ammonia specified item in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s),

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SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami Beach is currently soliciting bids to establish an annual contract for the Purchase of Anhydrous Ammonia, the Rental of 1000-gallon Tanks of Anhydrous Ammonia, and Corrective Maintenance Services of 1000-gallon Tanks of Anhydrous Ammonia on an as-needed basis. This is a cooperative Invitation to Bid issued by the City of North Miami Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for anhydrous ammonia and maintenance services.

2.2 TERM OF CONTRACT: TWELVE MONTHS

This contract shall be in effect for a period of twelve months from the date of the issuance of a letter of award, or date of executed contract, whichever is later, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve-month period.

2.3 OPTION TO RENEW: FOUR (4) ADDITIONAL YEARS WITH PRICE INCREASES

The initial contract prices resultant from this solicitation shall prevail for a twelve-month period from the contract's initial effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional four-year period on a year-to-year basis. Prior to the completion of each exercised contract term, the City may consider an adjustment to price based on the Green Markets Tampa Index.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of that current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to reject any price adjustments submitted by the vendor and/or not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the vendor decline the City's right to exercise the option period, the City may consider the vendor in default, a decision which may affect that vendor's eligibility for future contracts.

2.4 METHOD OF AWARD: LOWEST BIDDER IN THE AGGREGATE

Award of this contract may be made to one or more most responsive, responsible vendors on an item per item basis or in the aggregate or in any other manner that is deemed in the best interests of the City.

2.5 DELIVERY SCHEDULE

Delivery will be made within 48 hours after notification. No driver is to begin unloading until he/she has contacted an operator on duty at the facility for which the delivery is being made. Emergency orders will be filled upon request. If the supplier is unable to meet delivery requirements, the City reserves the right to buy anhydrous ammonia on the open market until such time the supplier can meet the requirements.

2.6 ACCEPTANCE UPON DELIVERY

By terms of any subsequent agreement, any delivery of anhydrous ammonia delivered at less than minimum concentrations as agreed upon herein, where elected by the city, can be retained by the City with the price adjusted accordingly to compensate for concentration differential. No compensation will be made to the supplier for shipments above concentration level specified. The City further reserves the right to return any shipment where the strength of the product and its application is questionable to our feed system. Any rejected material will be returned at full expense to the supplier.

BID OPENING DATE:

Bids will be received until **03/27/2019 11:00 AM** at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. Bids will be opened and publicly read aloud in the Council Chambers on the specified date and time. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

INQUIRIES/QUESTIONS DEADLINE:

All inquiries shall be in written format and addressed to Pamela Daley:

City of Riviera Beach
Utility Special District
800 West Blue Heron Blvd.
Riviera Beach, FL 33404
Email: pdaley@rivierabch.com

The last day to submit questions concerning this BID shall be five (5) days prior to the submittal date. Questions received after this time will not be answered.

RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the Interim Public Works Director (Terrence Bailey) at 561-845-4080.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the City Contact Person immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Interim Public Works Director to be disruptive then operations shall cease and continue after 5:00pm.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

INSURANCE REQUIREMENTS

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property,	\$1,000,000 per occurrence
Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
	\$1,000,000 disease each employee
	\$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidders insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid.**

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

**City of Riviera Beach
Attn: Marie Sullin, Risk Manager
2051 MLK Blvd.
Riviera Beach, FL 33404 Email:
msullin@rivierabch.com**



CITY OF RIVIERA BEACH OFFICE OF CITY CLERK

**600 WEST BLUE HERON BLVD, SUITE 140
Riviera Beach, Florida 33404 Phone (561) 845-4180**

BID #19-146 UD

PLAN HOLDER INFORMATION SHEET

**Please complete and EMAIL this document to
PDALEY@RIVIERABCH.COM in the Utility Special District.
Your information will be added to the current plan holder list
and help to insure receipt of changes or additional
information.**

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Email Address: _____

Business Phone # _____ Business Fax # _____

REQUEST FOR INFORMATION FORM

ALL QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE SUBMITTED IN WRITING.

(PLEASE EMAIL TO PAMELA DALEY [PDALEY@RIVIERABCH.COM] WE WILL RESPOND AS SOON AS POSSIBLE.)

BID # 19-146 UD

Date: _____

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Fax No.: _____

Office No: _____

[illegible]

REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

- | | | |
|-----|--|--------------|
| 1) | BID PACKAGE COVER SHEET | (B1) |
| 2) | BIDDERS MINIMUM QUALIFICATIONS | (B2) |
| 3) | BIDDER'S CERTIFICATION PAGE SIGNED AND NOTARIZED | (B3) |
| 4) | BID COST PROPOSAL | (B4) |
| 5) | BID BOND FORM | (B5) |
| 6) | CONTRACTOR VERIFICATION FORM (Including licensing, corporation and certifications.) | (B6) |
| 7) | STATEMENT FROM SURETY | (B7) |
| 8) | ADDENDUM PAGE | (B8) |
| 9) | REFERENCES | (B9) |
| 10) | DRUG FREE WORKPLACE | (B10) |
| 11) | PUBLIC ENTITY CRIMES STATEMENT | (B11) |
| 12) | SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES | |
| 13) | SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS
SUB- CONTRACTORS | |
| 14) | SCHEDULE 3- LOCAL BUSINESS PARTICIPATION | |
| 15) | SCHEDULE 4- LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS | |
| 16) | STATEMENT OF NO BID | |
| 17) | BID BOND | |

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

BID #19-146 UD

Bidder Company Name: _____

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST – PLEASE ENCLOSE THE FOLLOWING DOCUMENTS:

Bidders are cautioned to please check their bid very carefully, using the following check list:

_____ All required forms

_____ Bid Envelope prepared as specified

_____ It is the bidder's responsibility to contact the Procurement Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

**BID #19-146 UD****BIDDER'S MINIMUM QUALIFICATIONS**

Each Bidder is required to provide at minimum three (3) similar projects to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the city may check references. .

Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.

Bidder's Contact Person; _____

Bidder's Company Name: _____

1. How many years has your organization been in business? _____
2. Have you ever failed to complete work awarded to you? If so, where and why?
3. Will you subcontract any part of this work? If so, please provide details including a list of each subcontractor(s) and the work that will be performed by each subcontractor(s).

SUBCONTRACTOR	WORK TO BE PERFORMED

PROJECT 1

Name of Project: _____ Project Location: _____

Description of Project: _____

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project

- Name and location of the agency
- Agency owner's representative name, address, phone number and emailaddress
- Duration (start and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned to the project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
----------------	------------------------------	-------------------------	--------------------	------------------	--------------------

Description of any Change Orders: _____

PROJECT 2**(B2)**

Name of Project: _____ Project Location: _____

Description of Project: _____

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project)

- Name and location of the agency
- Agency owner's representative name, address, phone number and email address
- Duration (start and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned to the project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
----------------	------------------------------	-------------------------	--------------------	------------------	--------------------

Description of any Change Orders: _____

_____**PROJECT 3**

Name of Project: _____ Project Location: _____

Description of Project: _____

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project)

- Name and location of the agency
- Agency owner's representative name, address, phone number and email address
- Duration (start and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned to the project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
----------------	------------------------------	-------------------------	--------------------	------------------	--------------------

Description of any Change Orders: _____

BIDDER'S CERTIFICATION**(B3)**

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE OF AUTHORIZED OFFICERSworn to and subscribed before me this _____
day of _____, 20__.

PRINTED NAME AND TITLE

MAILING ADDRESS

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____

BID COST PROPOSAL SHEET
(To Be Completed by the Submitter)
INVITATION FOR BID # 19-146

(B4)

BID TITLE	BID 19-146 PURCHASE OF ANHYDROUS AMMONIA TANK RENTAL AND TANK MAINTENANCE
BID NUMBER	19-146
BID DUE DATE	03/27/2019 @ 11 A.M.
COMPANY NAME	
ADDRESS	
EMAIL ADDRESS	
TAX ID	
PHONE NUMBER	

DESCRIPTION	UNIT PRICE
BID COST PROPOSAL	
Anhydrous Ammonia Delivered and Unloaded -(Per lb. less than full truckload)	\$
Anhydrous Ammonia Delivered and Unloaded -(Per lb. full truckload)	\$
1000-gallon Tank Rental, including the inspection of storage tank and valves as defined in Section 1.15.of the Score Work (Per tank per year)	\$
Corrective Maintenance as defined in Section 1.14.a. of the Scope of Work	\$
Pump Out Services (Base fee per occurrence), po	\$
Plus Transportation per occurrence (po) or hourly rate (hr)	\$
<i>Please indicate the rate as (po or hr) for transportation</i>	
BID TOTAL	\$

BID ITEMS

***Quantities and/or amounts stated above are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during this contract.**

Grade: _____ Anhydrous Ammonia at production ____% Residue ____%

Oil ____ ppm Water ____ ppm

Will bill of lading contain all requirements of specifications? ____ YES ____ NO

Will all safety measures contained in specifications be complied with? ____ YES ____ NO

Is a certified copy of the essay test of typical Anhydrous Ammonia attached? ____ YES ____ NO

Required minimum, (If any): _____

State delivery charge for orders less than the required minimum: _____

Anhydrous Ammonia, manufactured by: _____

Emergency Information

1. Location(s) of nearest emergency station(s): _____
2. Name(s) of person(s) in charge of emergency crew(s): _____
3. Telephone number(s) to be called for emergency service and/or normal maintenance: _____
4. Time period(s) during which service will be available from the telephone number(s) designated: _____

Demurrage rates:

Delivery time after receipt of order _____ calendar days (not to exceed 48 hours)

NAME OF COMPANY: _____

***The award shall be to one or more lowest responsive and responsible bidders meeting the written specifications.**

NAME OF COMPANY: _____
(Printed Name of Company Submitting Bid)

SIGNATURE: _____
(Sign In Ink) (Print Name)

TITLE: _____

DATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

as Obligee, hereinafter called the Obligee, in the sum of _____

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

_____ (project)

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20 ____ .

Witnesses:

Principal _____ (seal)

By _____

: _____
(Title)

For: _____
(Surety) (seal)

By:

BID 19-146
CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email : _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email : _____

State License# _____ **(ATTACH COPY OF LICENSE)**

County License # _____ **(ATTACH COPY OF LICENSE)**

___ Palm Beach County ___ Broward County

Type of License: _____

Unlimited _____ (___ Yes or ___ No)

If "NO", Limited to what trade?

Is the Licensee a full-time employee of Prime Bidder? ___ Yes ___ No

Will the Licensee be the individual responsible and in charge of the work performed and installed under this contract?

___ Yes ___ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

STATEMENT FROM SURETY

Attach a letter of intent from a surety company indicating the applicant's ability to be bonded for projects up to \$1,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, architect's commercial liability coverage, and automobile liability for company vehicles.

Note: The City reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the City may obtain through any means that bears on the issue of responsibility.

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS
CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.**

COMPANY

SIGNATURE

TITLE

REFERENCES

Bidder shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number. **(At least two (2) references should be a local, county, state, or federal entity.)**

Additionally, contractors should submit a copy of their professional license as required by the General Terms and Conditions of the IFB.

Name: _____ Name: _____

Address: _____ Address: _____

Tel. No.: _____ Tel. No.: _____

Fax No.: _____ Fax No.: _____

Email: _____ Email: _____

Contact: _____ Contact: _____

Name: _____ Name: _____

Address: _____ Address: _____

Tel. No.: _____ Tel. No.: _____

Fax No. _____ Fax No.: _____

Email: _____ Email: _____

Contact: _____ Contact: _____

FAILURE TO SUBMIT WITH BID PACKAGE WILL MAKE BIDDER NON RESPONSIVE

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

(TITLE/POSITION) of _____
(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

(B11)

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____

BID NUMBER: _____

NAME OF PRIME BIDDER: _____

BID OPENING DATE: _____

CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

CONTRACT AMOUNT – SBE

<u>NAME, ADDRESS & TELEPHONE NUMBER OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION</u>
1. _____ _____	_____ _____ _____	PALM BEACH COUNTY____STATE____OTHER____
2. _____ _____	_____ _____ _____	PALM BEACH COUNTY____STATE____OTHER____
3. _____ _____	_____ _____ _____	PALM BEACH COUNTY____STATE____OTHER____
4. _____ _____	_____ _____ _____	PALM BEACH COUNTY____STATE____OTHER____
5. _____ _____	_____ _____ _____	PALM BEACH COUNTY____STATE____OTHER____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ _____

TOTAL % PARTICIPATION: _____

SCHEDULE 2

BID NUMBER: _____

LIAISON: _____

(NAME OF PRIME BIDDER) LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE TO: __

The undersigned intends to perform work in connection with the above BID as (Check one):

____ a individual ____ a corporation ____ a partnership ____ a joint venture

____ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____.
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	--	--------------------------------------

____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-2

SCHEDULE 3

PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

BID TITLE: _____

BID NUMBER: _____

NAME OF PRIME BIDDER: _____

BID OPENING DATE: _____

CONTACT PERSON: _____

TELEPHONE NO. _____

DEPARTMENT: _____

CONTRACT AMOUNT – LOCAL BUSINESSES

<u>NAME, ADDRESS & TELEPHONE NUMBER OF LOCAL CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>% TO BE PERFORMED BY LOCAL BUSINESS</u>	<u>ESTIMATED DOLLAR VALUE</u>
1. _____ _____ _____	_____ _____ _____	% _____	\$ _____
2. _____ _____ _____	_____ _____ _____	% _____	\$ _____
3. _____ _____ _____	_____ _____ _____	% _____	\$ _____
4. _____ _____ _____	_____ _____ _____	% _____	\$ _____
5. _____ _____ _____	_____ _____ _____	% _____	\$ _____
TOTAL:		% _____	\$ _____

TO BE COMPLETED BY PRIME BIDDER:

BID PRICE: \$ _____

TOTAL % PARTICIPATION: _____

SCHEDULE 4

BID NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: _____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

 a individual a corporation a partnership a joint venture

_____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$_____.

(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
-------	-----------------------------	---------------------------

_____ % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF LOCAL CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF LOCAL CONTRACTOR)

STATEMENT OF NO BID

BID NO. # 19-146 UD

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach
Utility Special District Procurement Division, 800 West Blue Heron Blvd., Riviera Beach, Florida 33404.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Riviera Beach.

COMPANY NAME: _____

MINORITY OWNED BUSINESSES

ADDRESS: _____

☐ **BLACK**
☐ **HISPANIC**
☐ **WOMEN**

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We the undersigned have declined to bid on your Bid No. _____ for
_____ because of the following reasons:
(Service/Commodity)

_____ SPECIFICATIONS TOO "TIGHT", i.e., GEARED TOWARD BRAND OR
MANUFACTURER ONLY (EXPLAIN BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

_____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of four (4) relevant references using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Firm Giving Reference:

Contact Person:

Address:

Phone:

Fax:

Email:

1. **Q:** What was the dollar value of the contract and scope?
 A:
2. Have there been any change orders, and if so how many?
 A:
3. **Q:** Do they perform on a timely basis as required by the agreement?
 A:
4. **Q:** Was the project manager easy to get in contact with?
 A:
5. **Q:** Would you use them again?
 A:
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)
 A: ☐ **5** *Excellent* ☐ **4** *Good* ☐ **3** *Fair* ☐ **2** *Poor* ☐ **1** *Unacceptable*
7. **Q:** Is there anything else we should know, that we have not asked?
 A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: _____ Title _____

Signature: _____ Date: _____

LEFT BLANK INTENTIONALLY

NOTICE

ADDENDUM NO. ONE (1)

MARCH 22, 2019

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
BID NO 19-146**

PURCHASE OF ANHYDROUS AMMONIA TANK RENTAL AND TANK MAINTENANCE

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL:

- 1. CLOSE DATE SHOULD READ WEDNESDAY, MARCH 27, 2019 @11 A.M.**

SPECIFICATION:

NOTICE:

- 1. RFI REPLY ATTACHED**

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 11:00 a.m., March 27, 2019 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140 Riviera Beach, Florida. For information on this solicitation, please contact:

City of Riviera Beach
Utility Special District Procurement Division
800 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4082
(561) 840-7292 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

BID 19-146 ADDENDUM 1 – RFI

TANNER INDUSTRIES, INC.

1. Page 4 states the term is 2 years with a contract renewal of (2) twenty –four month terms. Page 24 states the terms is 12 months with a contract renewal option of (4) additional years on a year to year basis.

Please clarify which the is correct.

Answer: The correct contract term shall be 2 years with the option for 2 additional twenty – four month terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the District



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Public Service

ITEM 6.12: Acceptance of Stormwater Drainage Easement Agreement - Lillian Road - Condominium Association of Lakeside Village, Inc.

SUMMARY:

The Public Service Department is requesting the acceptance of a Stormwater Drainage Easement Agreement for a new stormwater drainage pipe that has been installed/constructed to connect the drainage outfall from Frost Lake across Lillian Road and ultimately outfall within the Lake Worth Drainage District's (LWDD) L-8 canal to the north.

The proposed Agreement, if approved, would dedicate an approximately 0.536-acre easement to accommodate a 24" reinforced concrete drainage pipe that is expected to provide drainage relief by connecting the proposed Frost Lake outfall to the LWDD L-8 canal. This new drainage pipe will replace an existing 18" ductile iron drainage pipe that crosses Lillian Road and outfalls into a drainage ditch along the eastern property line of Lakeside Village and ultimately into the LWDD L-8 canal and will alleviate a long-term flooding project that has plagued the residences that surround Frost Lake for some time.

Acceptance of the Easement Agreement would enable the Village to enter the easement property and use it at any time which would include installation, construction, reconstruction, operation, inspection, maintenance, service, removal, relocation, repairing, replacement and improvement to the proposed stormwater infrastructure. The proposed drainage easement will be maintained by the property owner and will not require additional maintenance expenses by the Village.

The proposed Stormwater Drainage Easement Agreement was prepared by the Village Attorney and reviewed by the Public Service Director, the Assistant Public Service Director, and the Planning, Zoning & Building Director.

FISCAL IMPACT:

The proposed drainage easement agreement does not have a direct fiscal impact to the Village.

ATTACHMENTS:

Proposed Easement Agreement

Aerial & Location Maps - Lakeside Village

Prepared by and return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 10 day of March 2020, by and between Condominium Association of Lakeside Village, Inc., with a mailing address of 500 Lori Drive, Palm Springs, FL 33461, hereinafter referred to as the "GRANTOR", and the **VILLAGE OF PALM SPRINGS**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 226 Cypress Lane, Palm Springs, FL 33461.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual drainage easement over, under and across that certain real property owned and/or controlled by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and is the entity responsible for the management and operation of ~~owns fee simple title to~~ the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, tie-in, remove, relocate, repair, replace and improve utility structures, pipes and improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of

governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided. The GRANTEE, at its expense, agrees to repair and/or replace any damage to property which results from the actions of the GRANTEE in constructing the utility structures, pipes and improvements in the Easement Property. In the event the GRANTEE fails to repair and/or replace any damage to any property resulting from the construction of the utility structures, pipes and improvements in the Easement Property after a thirty (30) day written notice from the GRANTOR, the GRANTOR undertake the necessary repairs and/or replacement of such damage, and the GRANTEE will be responsible to reimburse the GRANTOR for any such costs within twenty (20) days of receipt of a written request from the GRANTOR.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this utility easement on the day and year first above written.

WITNESSES:

By: Beverly A. Sheffer
Witness name: Beverly A. Sheffer
By: Leslie M. Susich
Witness name: Leslie M. Susich

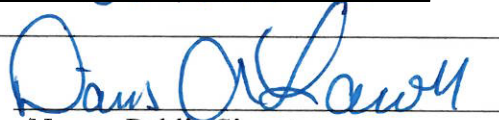
GRANTOR:
Paul Pavone
By: President BOD Association of Lake side Village
Paul Pavone

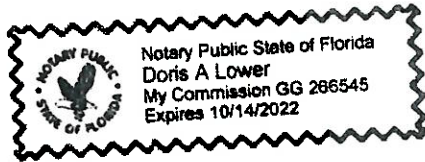
STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

NOTARY CERTIFICATE

Paul Pavone, as President for the GRANTOR, personally appeared before me this 12th day of March, 2020 and acknowledged before me that he or she executed the foregoing Utility Easement. I relied upon the following form of identification:

personally known to me;
produced driver's license
other (describe)



Notary Public Signature



GRANTEE ACCEPTANCE:

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Beverly Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to form
and legal sufficiency

Glen Torcivia, Village Attorney

Exhibit "A"

Description of Utility Easement

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2**

LEGAL DESCRIPTION

A 30 FOOT WIDE STRIP OF LAND LYING IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

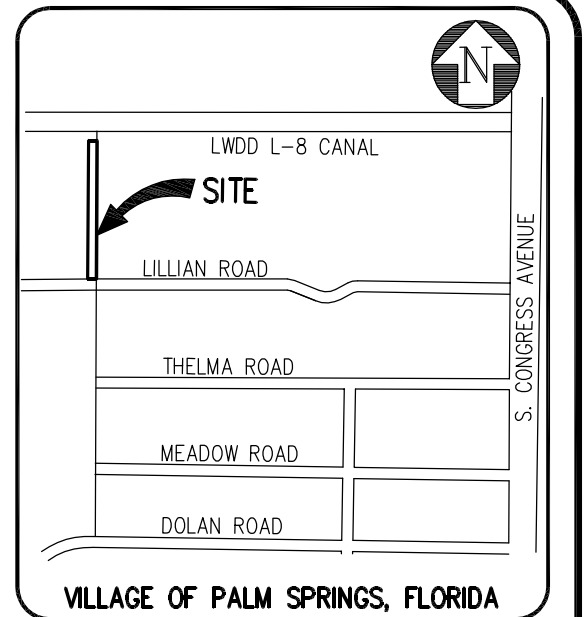
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 18; THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 18, S01°34'30"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL L-8 CANAL (80 FOOT WIDE RIGHT-OF-WAY) (DEED BOOK 118, PAGE 518) AND THE **POINT OF BEGINNING**.

THENCE S01°34'30"W ALONG THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 741.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LILLIAN ROAD (50' WIDE RIGHT-OF-WAY) (PLAT BOOK 23, PAGE 188); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N88°03'15"W, A DISTANCE OF 30.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N01°34'30"E, A DISTANCE OF 741.91 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL L-8 CANAL; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S88°07'37"E, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,258 SQUARE FEET (0.510 ACRES) MORE OR LESS.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.
5. BEARING BASE: THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST IS TAKEN AS BEING S01°34'30"W AND ALL OTHER BEARINGS ARE BASED HEREON.



LOCATION MAP
N.T.S.

LEGEND

PCN	PARCEL CONTROL NUMBER
R.O.W.	RIGHT-OF-WAY
CL	CENTERLINE

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. LS6667
STATE OF FLORIDA LB#6603

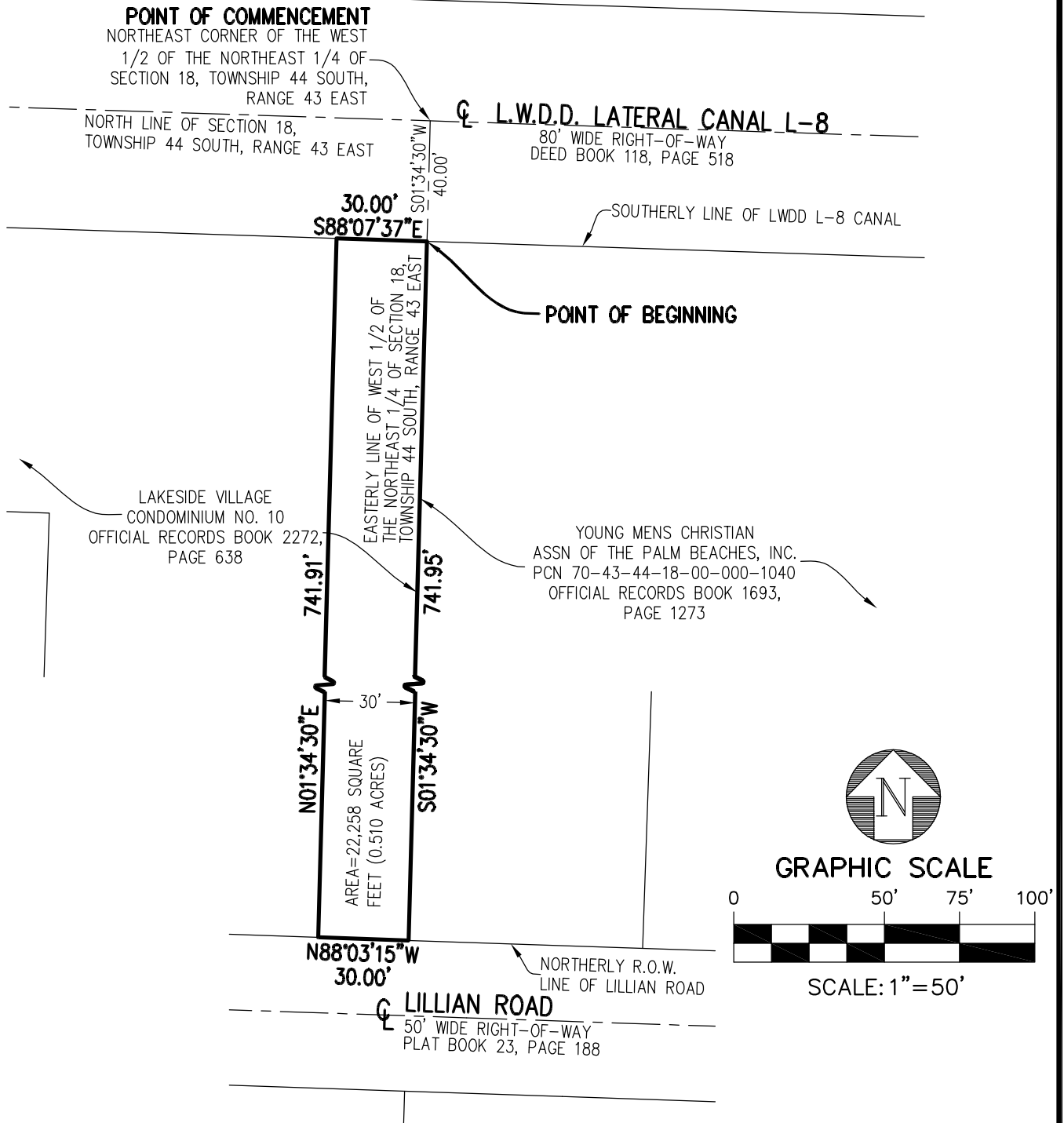
FOR: **VILLAGE OF PALM SPRINGS
DRAINAGE EASEMENT AT FROST LAKE**

SCALE:	N/A
DRAWN BY:	A. BECK
CHECKED BY:	J. MALIN
DATE:	09-26-19



FIELD BOOK	SHEET: 1 / 2
FLORIDA R.L.S. #	6001.67.06

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1



VILLAGE OF PALM SPRINGS
DRAINAGE EASEMENT AT FROST LAKE

FOR:

SCALE: 1"=50'

DRAWN BY: A. BECK

CHECKED BY: J. MALIN

DATE: 09-26-2019



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

2 / 2

JOB NO

FLORIDA R.L.S.
 #

6001.67.06

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2**

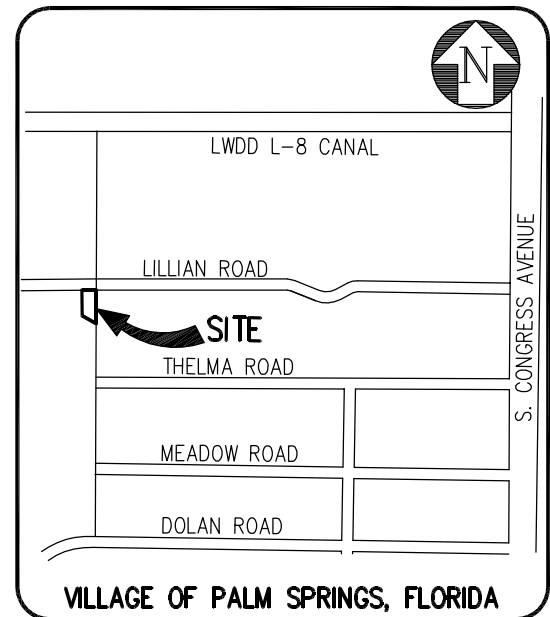
LEGAL DESCRIPTION

A 30 FOOT WIDE STRIP OF LAND LYING IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 18; THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 18, S01°34'30"W, A DISTANCE OF 831.95 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LILLIAN ROAD (50 FOOT WIDE RIGHT-OF-WAY) (PLAT BOOK 23, PAGE 188) AND THE **POINT OF BEGINNING**.

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG THE AFOREMENTIONED EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 18, S01°34'30"W, A DISTANCE OF 46.34 FEET; THENCE LEAVING SAID EASTERLY LINE N60°31'04W, A DISTANCE OF 33.95 FEET; THENCE N01°34'30"E, A DISTANCE OF 30.64 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF LILLIAN ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S88°03'15"E, A DISTANCE OF 30.00 FEET AND THE **POINT OF BEGINNING**.

CONTAINING 1,155 SQUARE FEET (0.026 ACRES) MORE OR LESS.



LOCATION MAP
N.T.S.

LEGEND

PCN	PARCEL CONTROL NUMBER
R/W	RIGHT-OF-WAY
CL	CENTERLINE

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.
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JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. LS6667
STATE OF FLORIDA LB#6603

FOR:

**VILLAGE OF PALM SPRINGS
DRAINAGE EASEMENT AT FROST LAKE**

SCALE: N/A

DRAWN BY: A. BECK

CHECKED BY: J. MALIN

DATE: 09-27-2019



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
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FIELD BOOK

SHEET:

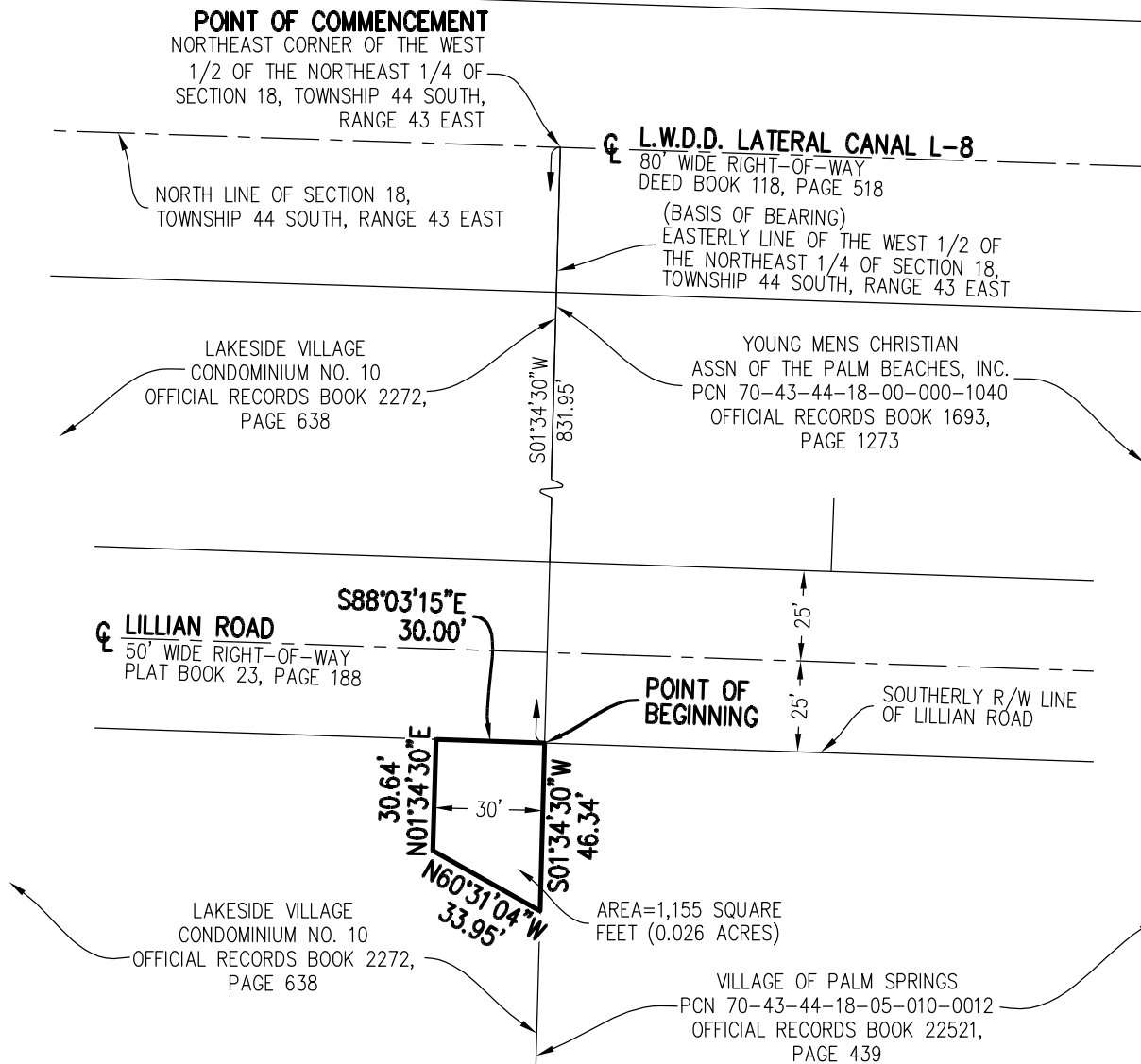
1 / 2

JOB NO

FLORIDA R.L.S.
#

6001.67.07

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1



**VILLAGE OF PALM SPRINGS
 DRAINAGE EASEMENT AT FROST LAKE**

SCALE: 1"=50'
 DRAWN BY: A. BECK
 CHECKED BY: J. MALIN
 DATE: 09-27-2019



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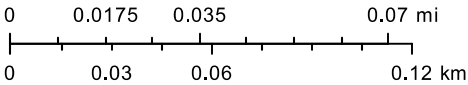
FIELD BOOK #
 SHEET: 2 / 2
 JOB #
 FLORIDA R.L.S. # 6001.67.07

Proposed Village of Palm Springs Drainage Easement for Frost Lake Outfall



June 17, 2019

1:2,257





Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Public Service

ITEM 6.13: Approve Interlocal Agreement (Task Order #247) - Joint Project Funding for Utility Infrastructure Relocation/Adjustments - Kudza Road Bridge Replacement Project - Palm Beach County

SUMMARY:

The Public Service Department staff has been coordinating with Palm Beach County on their plans for constructing a new bridge on Kudza Road (crossing over the Lake Worth Drainage District's L-8 Canal). Currently, the Village maintains a sewer force main and a water main that are attached to the existing bridge and will be required to be relocated to accommodate the new bridge. As a result, the Public Service Department is requesting approval of an Interlocal Agreement with the County for joint participation and project funding for construction of utility (infrastructure) adjustments during the County's Kudza Road Bridge replacement project as it would provide for the most cost efficient option to complete the construction/relocation of the Village's water main and sewer force main utility lines.

As a result, on December 13, 2019, the Village approved a Professional Engineering Services Agreement (Task Order #247) with Wantman Group (PBC's contracted engineer), in the amount of \$32,003.27, for professional engineering services (i.e., design, bidding and construction services) to move the Village's utility infrastructure.

Following the completion of the design of the project, PBC has solicited construction bids for this project through a competitive selection process - Kudza Road over LWDD L-8 Canal - (Project No. 2017513). The PBC Board of County Commissioners is expected to consider award of this project during their meeting on May 5, 2020.

Note: Pursuant to Florida Statutes and the Florida Interlocal Cooperation Act of 1969, local governments are permitted to enter into Interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual

advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Florida Statutes permit public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately.

Thus, in accordance with state law (Florida Interlocal Cooperation Act of 1969), staff is proposing to enter into an Interlocal Agreement with the County that would require the Village to reimburse the County (\$174,103.28), which is based on the competitively bid pricing that was received by the County for the expected actual cost to relocate the Village's water main and sewer force main.

The Village Council has previously approved initial funding (\$102,000) to support this project within the FY 2020 Budget - Water and Sewer Enterprise Fund to support this project. As a result, the proposed bid amount to relocate the Village's utilities have exceeded the budgeted amount by \$72,103.56. Thus, an internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date, if necessary. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: Any change orders by the County requiring additional funding by the Village would require advanced written approval from the Village.

The proposed project is expected to begin in June 2020 and is planned to be completed by September 2020.

If approved by the Village Council, the County Commission will consider the proposed Interlocal Agreement during their meeting on May 5, 2020.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney, the Public Services Director/Engineer, Assistant Public Services Director and the Finance Director.

FISCAL IMPACT:

Funding to support the proposed project is available within the FY 2020 Budget - Water and Sewer Enterprise Fund.

<u>Allocated/Estimated Project Funding:</u>	
FY 2020 Approved Budget - Water and Sewer Enterprise Fund	\$104,000.00

<u>Expected Project Costs:</u>	
Project Request/Cost - Engineering - Water & Sewer Enterprise Fund	\$ 32,003.27
Project Request/Cost - Construction - Water & Sewer Enterprise Fund	\$174,103.56
Total Project Request/Cost:	\$206,106.83

The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed cost will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

Interlocal Agreement - PBC - Kudza Road Bridge

Exhibit A to Proposed Interlocal Agreement - PBC - Kudza Road Bridge - Bid Tabulations

Exhibit B to Proposed Interlocal Agreement - PBC - Kudza Road Bridge - Utility Costs

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
VILLAGE OF PALM SPRINGS
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR CONSTRUCTION OF UTILITY ADJUSTMENTS FOR
KUDZA ROAD BRIDGE OVER LWDD L-8 CANAL
BRIDGE REPLACEMENT
PALM BEACH COUNTY PROJECT NO. 2017513**

THIS Interlocal Agreement, (AGREEMENT), for Kudza Road Bridge replacement over the LWDD L-8 Canal (PROJECT), is made as of the _____ day of _____, 2020, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the Village of Palm Springs, a municipal corporation existing under the laws of Florida, (hereinafter "VILLAGE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes (individually Party and collectively Parties).

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the VILLAGE has requested the COUNTY to construct water main, force main and associated appurtenance adjustments to the VILLAGE'S system (UTILITY WORK) within the limits of the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to jointly participate in the UTILITY WORK ; and

WHEREAS, both COUNTY and VILLAGE declare that it is in the public interest that the UTILITY WORK be constructed with the PROJECT; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

Section 2. COUNTY Responsibilities:

- A. COUNTY shall provide construction and administrative services to the PROJECT as more specifically described in the Bid Documents for Palm Beach County Project No. 2017513. Said Bid Documents include the UTILITY WORK as shown in VILLAGE prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List.
- B. COUNTY shall obtain written approval from the VILLAGE in advance of any change orders, including any costs associated with the VILLAGE'S failure to approve change orders in a timely manner, which increase the cost attributable to the UTILITY WORK to an amount greater than the contract amount as stated in Section 3A below. VILLAGE'S Approval shall not be unreasonably withheld.
- C. COUNTY shall secure all necessary easements and permits required for PROJECT.
- D. COUNTY shall publicly bid, administer, construct and inspect the PROJECT and UTILITY WORK in accordance with the Bid Documents and Exhibit "A".
- E. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the PROJECT and the UTILITY WORK.

Section 3. VILLAGE'S Responsibilities:

- A. VILLAGE shall reimburse COUNTY a total estimated cost including 10% contingency of **One Hundred Seventy Four Thousand One Hundred Three Dollars and Fifty Six Cents (\$174,103.56)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all UTILITY WORK in accordance with the Bid Tabulation (Exhibit "A") and cost summary (Exhibit "B"). Any cost exceeding this amount attributable to VILLAGE'S Utility Items shall be paid by the VILLAGE.
- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the VILLAGE.
- C. Upon completion of the PROJECT and the UTILITY WORK, the VILLAGE shall repair and maintain the UTILITY WORK, at VILLAGE'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the VILLAGE on a periodic basis during construction of the PROJECT and the UTILITY WORK. The VILLAGE agrees to provide to COUNTY payment for documented costs for the UTILITY WORK in the amount established in Section 3.A. COUNTY shall submit all invoices to the VILLAGE identifying the UTILITY WORK, including COUNTY'S total expenditure for the PROJECT, and identifying the amount attributable to the UTILITY WORK under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the VILLAGE within seven (7) calendar days of request by the VILLAGE. Invoices received from COUNTY will be reviewed and approved by the VILLAGE to ensure that expenditures have been made in conformity with this

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

AGREEMENT. Upon COUNTY'S submission of acceptable documents needed to substantiate its costs for the UTILITY WORK, VILLAGE will provide said payment to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. In no event shall the VILLAGE provide advance payment to the COUNTY.

The PROJECT and the UTILITY WORK will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the UTILITY WORK are eligible for reimbursement by the VILLAGE pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the PROJECT or the UTILITY WORK for any reason, the VILLAGE will reimburse the COUNTY for the UTILITY WORK completed as of the date the COUNTY suspends the UTILITY WORK. Any remaining unpaid portion of this AGREEMENT shall be retained by the VILLAGE and the VILLAGE shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Access and Audits:

COUNTY and VILLAGE shall maintain adequate records to justify all charges, expenses and costs incurred in performing the PROJECT and the UTILITY WORK for at least five (5) years after completion or termination of this AGREEMENT. Each Party shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other Parties place of business. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 6. Independent Contractor:

COUNTY and the VILLAGE are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All VILLAGE employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to VILLAGE'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the VILLAGE have the power or authority to bind the other in any promise, agreement or representation.

Section 7. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

All of the services required hereinunder shall be performed by COUNTY or its contractor, and personnel engaged in performing the services shall be fully qualified and, if required, authorized

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

or permitted under state and local law to perform such services.

All of COUNTY'S personnel, contractors and all subcontractors while on COUNTY premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 8. Indemnification:

The VILLAGE and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the VILLAGE and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the their own negligence in connection with the PROJECT and the UTILITY WORK and the use of the funds provided under this AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the VILLAGE or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this AGREEMENT.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or VILLAGE.

Section 9. Annual Appropriation:

All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this AGREEMENT may be terminated. However, once the PROJECT and the UTILITY WORK have been awarded to the contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available.

Section 10. Breach and Opportunity to Cure:

The Parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective Parties.

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

Section 12. Notice:

All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notice to the VILLAGE shall be sent to:

Ronald Eyma, P.E., Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director
Palm Beach County Engineering & Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 13. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 14. Remedies:

This AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

Section 16. Joint Preparation:

The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

Section 17. Non-Discrimination:

COUNTY and VILLAGE agree that both Parties shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. COUNTY will ensure that all contracts let for the PROJECT and the UTILITY WORK pursuant to the terms of this AGREEMENT will contain a similar non-discrimination clause.

Section 18. Execution:

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 19. Filing:

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 20. Termination:

This AGREEMENT may be terminated by either Party upon sixty (60) days prior written notice to the other Party, except as otherwise addressed in this AGREEMENT. However, once the PROJECT and the UTILITY WORK has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT.

Section 21. Compliance with Codes and Laws:

COUNTY and VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and VILLAGE further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 22. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, in Palm Beach County code section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

contract.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its contractors certify that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. Severability:

If any term or provision of this AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

Section 25. Entirety of Agreement:

COUNTY and VILLAGE agree that this AGREEMENT sets forth the entire AGREEMENT between the Parties, and there are no promises or understandings other than those stated herein.

Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT and UTILITY WORK, shall survive such termination or PROJECT or UTILITY WORK completion and inure to the benefit of the Parties.

Section 27. Term:

The term of this AGREEMENT shall be effective on the date of execution of this AGREEMENT by both Parties.

VILLAGE OF PALM SPRINGS UTILITY CONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, the undersigned Parties have executed this AGREEMENT on the day and year first written above.

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY, FLORIDA,

BY: _____
Bev Smith, Mayor

BY: _____
Tanya N. McConnell, P.E.,
Deputy County Engineer

ATTEST:

Kimberly M. Wynn
AUTHORITY CLERK

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
(DATE)

By: 
SR Omelio A. Fernandez, P.E., Director
Roadway Production Division

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
Village Attorney

BY: YBH _____
Assistant County Attorney

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BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				AVERAGE	ENGINEERS ESTIMATE	FG CONSTRUCTION, LLC		EXHIBIT "A" JOHNSON-DAVIS, INC.	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	UNIT PRICE	Unit Price	Amount	Unit Price	Amount
ROADWAY ITEMS									
1	Mobilization	1	LS	\$ 68,201.09	\$ 50,000.00	\$ 47,460.00	\$ 47,460.00	\$ 45,000.00	\$ 45,000.00
2	Maintenance of Traffic (incl. Pedestrian M.O.T.)	1	LS	\$ 25,487.95	\$ 4,000.00	\$ 15,076.46	\$ 15,076.46	\$ 35,000.00	\$ 35,000.00
3	Removal of Existing Structure	1	LS	\$ 74,362.25	\$ 80,000.00	\$ 62,150.00	\$ 62,150.00	\$ 62,000.00	\$ 62,000.00
4	Removal Pedestrian Bridge	1	LS	\$ 12,242.12	\$ 12,000.00	\$ 9,089.99	\$ 9,089.99	\$ 10,000.00	\$ 10,000.00
5	Clearing and Grubbing	1	LS	\$ 25,711.93	\$ 10,000.00	\$ 27,120.00	\$ 27,120.00	\$ 40,000.00	\$ 40,000.00
6	Floating Turbidity Barrier	1	LS	\$ 1,675.16	\$ 2,520.00	\$ 2,011.94	\$ 2,011.94	\$ 1,200.00	\$ 1,200.00
7	Regular Excavation	96	CY	\$ 29.11	\$ 7.69	\$ 31.64	\$ 3,037.44	\$ 50.00	\$ 4,800.00
8	Embankment (Compacted in Place)	115	CY	\$ 19.50	\$ 12.89	\$ 18.65	\$ 2,144.75	\$ 20.00	\$ 2,300.00
9	Optional Base Group 7	975	SY	\$ 28.88	\$ 10.79	\$ 21.87	\$ 21,323.25	\$ 25.00	\$ 24,375.00
10	Superpave Asphalt Concrete (Traffic Level C)	88	TN	\$ 250.86	\$ 160.36	\$ 209.05	\$ 18,396.40	\$ 250.00	\$ 22,000.00
11	Asph. Concrete Friction Course (1.0") (FC-9.5) Rubber	67	TN	\$ 327.90	\$ 147.19	\$ 248.60	\$ 16,656.20	\$ 270.00	\$ 18,090.00
12	Mill Existing Asphalt Pavement (1")	411	SY	\$ 26.14	\$ 2.74	\$ 10.80	\$ 4,438.80	\$ 16.00	\$ 6,576.00
13	Adjust Valve Boxes	1	EA	\$ 310.21	\$ 394.25	\$ 261.17	\$ 261.17	\$ 300.00	\$ 300.00
14	Adjust Manhole	1	EA	\$ 540.98	\$ 888.00	\$ 717.55	\$ 717.55	\$ 400.00	\$ 400.00
15	Concrete Curb & Gutter (Type F)	295	LF	\$ 34.39	\$ 20.82	\$ 25.99	\$ 7,667.05	\$ 50.00	\$ 14,750.00
16	Conc Sidewalk (4" Thick)	149	SY	\$ 58.44	\$ 55.27	\$ 56.95	\$ 8,485.55	\$ 60.00	\$ 8,940.00
17	Conc Sidewalk (6" Thick) (Driveways)	119	SY	\$ 64.96	\$ 69.13	\$ 60.00	\$ 7,140.00	\$ 70.00	\$ 8,330.00
18	Sodding	599	SY	\$ 8.45	\$ 3.36	\$ 7.91	\$ 4,738.09	\$ 8.00	\$ 4,792.00
19	Inlet (Ditch Bottom) (Type C), <10'	3	EA	\$ 3,975.56	\$ 5,107.05	\$ 3,904.42	\$ 11,713.26	\$ 3,500.00	\$ 10,500.00
20	Inlet (Curb) (P-5), <10'	1	EA	\$ 5,315.30	\$ 5,807.28	\$ 6,963.44	\$ 6,963.44	\$ 5,000.00	\$ 5,000.00
21	Yard drain	1	EA	\$ 1,888.22	\$ 1,943.73	\$ 1,724.48	\$ 1,724.48	\$ 2,000.00	\$ 2,000.00
22	A2000 PVC Pipe (12")	11	LF	\$ 54.11	\$ 33.33	\$ 43.78	\$ 481.58	\$ 50.00	\$ 550.00
23	Concrete Pipe Culvert (18")	151	LF	\$ 69.16	\$ 75.50	\$ 63.90	\$ 9,648.90	\$ 100.00	\$ 15,100.00
24	Class IV Concrete (Culvert & Headwalls)	147.7	CY	\$ 1,644.87	\$ 1,300.00	\$ 1,051.49	\$ 155,305.07	\$ 2,000.00	\$ 295,400.00
25	Reinforcing Steel (Culvert & Headwalls)	33,768	LB	\$ 1.63	\$ 2.00	\$ 1.81	\$ 61,120.08	\$ 2.00	\$ 67,536.00

BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				AVERAGE	ENGINEERS ESTIMATE	EG CONSTRUCTION, LLC		JOHNSON-DAVIS, INC	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	UNIT PRICE	Unit Price	Amount	Unit Price	Amount
26	Pedestrian/Bicycle Railing	96	LF	\$ 120.38	\$ 100.00	\$ 254.48	\$ 24,430.08	\$ 125.00	\$ 12,000.00
27	Rip Rap, (Rubble), F&I, Ditch Lining	363	TN	\$ 114.12	\$ 75.00	\$ 63.28	\$ 22,970.64	\$ 100.00	\$ 36,300.00
28	Bedding Stone (Sect. 530)	242	TN	\$ 88.60	\$ 75.00	\$ 75.26	\$ 18,212.92	\$ 90.00	\$ 21,780.00
29	Clean Sand Fill	215	CY	\$ 29.67	\$ 15.00	\$ 20.34	\$ 4,373.10	\$ 25.00	\$ 5,375.00
30	Storm Sewer Pumping (Exist) (24" or less)(See SP's)	120	LF	\$ 37.03	\$ 35.00	\$ 107.35	\$ 12,882.00	\$ 6.00	\$ 720.00
SUBTOTAL (ROADWAY)						\$ 587,740.19		\$ 781,114.00	
CONTINGENCY ITEMS									
31	Class I Concrete (Misc.)	5	CY	\$ 813.70	\$ 362.44	\$ 166.11	\$ 830.55	\$ 375.00	\$ 1,875.00
32	Changeable (Variable Message) Sign (Non-MOT)	10	ED	\$ 56.80	\$ 23.51	\$ 90.40	\$ 904.00	\$ 50.00	\$ 500.00
33	Traffic Control Officer (Non-MOT)	16	HR	\$ 93.03	\$ 48.94	\$ 79.10	\$ 1,265.60	\$ 50.00	\$ 800.00
34	Premium for Conflict Condition (See SP's)	1	EA	\$ 6,730.00	\$ 7,954.87	\$ 14,690.00	\$ 14,690.00	\$ 2,500.00	\$ 2,500.00
35	Flowable Fill	10	CY	\$ 228.82		\$ 186.45	\$ 1,864.50	\$ 200.00	\$ 2,000.00
36	Subsoil Excavation	100	CY	\$ 35.98		\$ 42.94	\$ 4,294.00	\$ 35.00	\$ 3,500.00
37	Storm Sewer Cleaning (Exist) (24" or less)(See SP's)	120	LF	\$ 14.20		\$ 6.61	\$ 793.20	\$ 6.00	\$ 720.00
SUBTOTAL (ROADWAY)						\$ 24,641.85		\$ 11,895.00	
UTILITY ITEMS									
38	Remove and Dispose Existing 8" AC Water Main	40	LF	\$ 126.31	\$ 25.00	\$ 282.50	\$ 11,300.00	\$ 20.00	\$ 800.00
39	Remove Existing 12" Force Main	144	LF	\$ 22.73	\$ 25.00	\$ 28.25	\$ 4,068.00	\$ 20.00	\$ 2,880.00
40	Grout Existing 8" AC Water Main with Flowable Fill	278	LF	\$ 13.04	\$ 10.00	\$ 9.67	\$ 2,688.26	\$ 20.00	\$ 5,560.00
41	8" Ductile Iron Pipe For Water Main Installation	255	LF	\$ 79.66	\$ 80.00	\$ 78.89	\$ 20,116.95	\$ 85.00	\$ 21,675.00
42	12" DIP Pipe For Force Main Installation	143	LF	\$ 163.42	\$ 140.00	\$ 186.69	\$ 26,696.67	\$ 150.00	\$ 21,450.00
43	F&I 8" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	6	EA	\$ 563.74	\$ 800.00	\$ 1,045.17	\$ 6,271.02	\$ 625.00	\$ 3,750.00
44	F&I 12" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	5	EA	\$ 1,531.97	\$ 1,000.00	\$ 3,342.88	\$ 16,714.40	\$ 1,100.00	\$ 5,500.00
45	F&I 12" Ductile Iron 90 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	1	EA	\$ 1,653.21	\$ 1,000.00	\$ 3,590.87	\$ 3,590.87	\$ 1,200.00	\$ 1,200.00
46	Furnish, Install, and Remove Sample Points, Complete	2	EA	\$ 806.25	\$ 650.00	\$ 790.01	\$ 1,580.02	\$ 800.00	\$ 1,600.00
47	2" Air Release Valve with Manhole for Water Main and Force Main	2	EA	\$ 9,998.48	\$ 7,500.00	\$ 9,685.65	\$ 19,371.30	\$ 10,000.00	\$ 20,000.00

BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				AVERAGE	ENGINEERS ESTIMATE	FG CONSTRUCTION, LLC		JOHNSON-DAVIS, INC	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	UNIT PRICE	Unit Price	Amount	Unit Price	Amount
48	8" Gate Valve for Water Main	1	EA	\$ 2,170.79	\$ 2,500.00	\$ 2,887.22	\$ 2,887.22	\$ 1,800.00	\$ 1,800.00
49	8" Gate Valve for Water Main with Manhole and 1" service taps	1	EA	\$ 4,426.94	\$ 8,000.00	\$ 3,531.14	\$ 3,531.14	\$ 5,000.00	\$ 5,000.00
50	12" Gate Valve for Force Main	1	EA	\$ 3,755.39	\$ 3,500.00	\$ 5,362.75	\$ 5,362.75	\$ 3,500.00	\$ 3,500.00
51	Connect to Existing 8" Water Main	2	EA	\$ 2,286.92	\$ 2,500.00	\$ 979.34	\$ 1,958.68	\$ 5,200.00	\$ 10,400.00
52	Connect to Existing 12" Force Main	2	EA	\$ 6,225.86	\$ 2,500.00	\$ 1,737.48	\$ 3,474.96	\$ 10,500.00	\$ 21,000.00
53	Testing and Survey	1	LS	\$ 11,338.11	\$ 10,000.00	\$ 9,040.00	\$ 9,040.00	\$ 3,000.00	\$ 3,000.00
54	As-builts	1	LS	\$ 6,112.34	\$ 10,000.00	\$ 3,955.00	\$ 3,955.00	\$ 2,900.00	\$ 2,900.00
SUBTOTAL (UTILITY)						\$ 142,607.24		\$ 132,015.00	
TOTAL BID						\$ 754,989.28		\$ 925,024.00	

BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				FERREIRA CONSTRUCTION SOUTHERN DIVISION CO, INC		FOSTER MARINE CONTRACTORS, INC	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Amount	Unit Price	Amount
ROADWAY ITEMS							
1	Mobilization	1	LS	\$ 102,344.35	\$ 102,344.35	\$ 78,000.00	\$ 78,000.00
2	Maintenance of Traffic (incl. Pedestrian M.O.T.)	1	LS	\$ 21,875.35	\$ 21,875.35	\$ 30,000.00	\$ 30,000.00
3	Removal of Existing Structure	1	LS	\$ 123,299.00	\$ 123,299.00	\$ 50,000.00	\$ 50,000.00
4	Removal Pedestrian Bridge	1	LS	\$ 17,878.50	\$ 17,878.50	\$ 12,000.00	\$ 12,000.00
5	Clearing and Grubbing	1	LS	\$ 5,727.70	\$ 5,727.70	\$ 30,000.00	\$ 30,000.00
6	Floating Turbidity Barrier	1	LS	\$ 488.70	\$ 488.70	\$ 3,000.00	\$ 3,000.00
7	Regular Excavation	96	CY	\$ 11.80	\$ 1,132.80	\$ 23.00	\$ 2,208.00
8	Embankment (Compacted in Place)	115	CY	\$ 31.35	\$ 3,605.25	\$ 8.00	\$ 920.00
9	Optional Base Group 7	975	SY	\$ 14.65	\$ 14,283.75	\$ 54.00	\$ 52,650.00
10	Superpave Asphalt Concrete (Traffic Level C)	88	TN	\$ 279.40	\$ 24,587.20	\$ 265.00	\$ 23,320.00
11	Asph. Concrete Friction Course (1.0") (FC-9.5) Rubber	67	TN	\$ 333.00	\$ 22,311.00	\$ 460.00	\$ 30,820.00
12	Mill Existing Asphalt Pavement (1")	411	SY	\$ 27.75	\$ 11,405.25	\$ 50.00	\$ 20,550.00
13	Adjust Valve Boxes	1	EA	\$ 399.65	\$ 399.65	\$ 280.00	\$ 280.00
14	Adjust Manhole	1	EA	\$ 396.35	\$ 396.35	\$ 650.00	\$ 650.00
15	Concrete Curb & Gutter (Type F)	295	LF	\$ 26.55	\$ 7,832.25	\$ 35.00	\$ 10,325.00
16	Conc Sidewalk (4" Thick)	149	SY	\$ 46.80	\$ 6,973.20	\$ 70.00	\$ 10,430.00
17	Conc Sidewalk (6" Thick) (Driveways)	119	SY	\$ 52.85	\$ 6,289.15	\$ 77.00	\$ 9,163.00
18	Sodding	599	SY	\$ 10.40	\$ 6,229.60	\$ 7.50	\$ 4,492.50
19	Inlet (Ditch Bottom) (Type C), <10'	3	EA	\$ 3,997.80	\$ 11,993.40	\$ 4,500.00	\$ 13,500.00
20	Inlet (Curb) (P-5), <10'	1	EA	\$ 2,797.75	\$ 2,797.75	\$ 6,500.00	\$ 6,500.00
21	Yard drain	1	EA	\$ 1,328.40	\$ 1,328.40	\$ 2,500.00	\$ 2,500.00
22	A2000 PVC Pipe (12")	11	LF	\$ 62.65	\$ 689.15	\$ 60.00	\$ 660.00
23	Concrete Pipe Culvert (18")	151	LF	\$ 49.75	\$ 7,512.25	\$ 63.00	\$ 9,513.00
24	Class IV Concrete (Culvert & Headwalls)	147.7	CY	\$ 1,628.00	\$ 240,455.60	\$ 1,900.00	\$ 280,630.00
25	Reinforcing Steel (Culvert & Headwalls)	33,768	LB	\$ 0.70	\$ 23,637.60	\$ 2.00	\$ 67,536.00

BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				FERREIRA CONSTRUCTION SOUTHERN DIVISION CO, INC		FOSTER MARINE CONTRACTORS, INC	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Amount	Unit Price	Amount
26	Pedestrian/Bicycle Railing	96	LF	\$ 98.90	\$ 9,494.40	\$ 3.15	\$ 302.40
27	Rip Rap, (Rubble), F&I, Ditch Lining	363	TN	\$ 123.20	\$ 44,721.60	\$ 170.00	\$ 61,710.00
28	Bedding Stone (Sect. 530)	242	TN	\$ 89.15	\$ 21,574.30	\$ 100.00	\$ 24,200.00
29	Clean Sand Fill	215	CY	\$ 43.35	\$ 9,320.25	\$ 30.00	\$ 6,450.00
30	Storm Sewer Pumping (Exist) (24" or less)(See SP's)	120	LF	\$ 4.75	\$ 570.00	\$ 30.00	\$ 3,600.00
SUBTOTAL (ROADWAY)				\$ 751,153.75		\$ 845,909.90	
CONTINGENCY ITEMS							
31	Class I Concrete (Misc.)	5	CY	\$ 648.95	\$ 3,244.75	\$ 1,900.00	\$ 9,500.00
32	Changeable (Variable Message) Sign (Non-MOT)	10	ED	\$ 25.30	\$ 253.00	\$ 30.00	\$ 300.00
33	Traffic Control Officer (Non-MOT)	16	HR	\$ 92.95	\$ 1,487.20	\$ 150.00	\$ 2,400.00
34	Premium for Conflict Condition (See SP's)	1	EA	\$ 3,558.55	\$ 3,558.55	\$ 3,000.00	\$ 3,000.00
35	Flowable Fill	10	CY	\$ 258.15	\$ 2,581.50	\$ 300.00	\$ 3,000.00
36	Subsoil Excavation	100	CY	\$ 12.90	\$ 1,290.00	\$ 30.00	\$ 3,000.00
37	Storm Sewer Cleaning (Exist) (24" or less)(See SP's)	120	LF	\$ 4.75	\$ 570.00	\$ 30.00	\$ 3,600.00
SUBTOTAL (ROADWAY)				\$ 12,985.00		\$ 24,800.00	
UTILITY ITEMS							
38	Remove and Dispose Existing 8" AC Water Main	40	LF	\$ 142.75	\$ 5,710.00	\$ 60.00	\$ 2,400.00
39	Remove Existing 12" Force Main	144	LF	\$ 25.65	\$ 3,693.60	\$ 17.00	\$ 2,448.00
40	Grout Existing 8" AC Water Main with Flowable Fill	278	LF	\$ 10.50	\$ 2,919.00	\$ 12.00	\$ 3,336.00
41	8" Ductile Iron Pipe For Water Main Installation	255	LF	\$ 100.75	\$ 25,691.25	\$ 54.00	\$ 13,770.00
42	12" DIP Pipe For Force Main Installation	143	LF	\$ 202.00	\$ 28,886.00	\$ 115.00	\$ 16,445.00
43	F&I 8" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	6	EA	\$ 284.80	\$ 1,708.80	\$ 300.00	\$ 1,800.00
44	F&I 12" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	5	EA	\$ 905.00	\$ 4,525.00	\$ 780.00	\$ 3,900.00
45	F&I 12" Ductile Iron 90 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	1	EA	\$ 971.95	\$ 971.95	\$ 850.00	\$ 850.00
46	Furnish, Install, and Remove Sample Points, Complete	2	EA	\$ 945.00	\$ 1,890.00	\$ 690.00	\$ 1,380.00
47	2" Air Release Valve with Manhole for Water Main and Force Main	2	EA	\$ 11,808.25	\$ 23,616.50	\$ 8,500.00	\$ 17,000.00

BID TABULATIONS KUDZA ROAD OVER LWDD L-8 CANAL CONTRACT PBC PROJECT #2017513				FERREIRA CONSTRUCTION SOUTHERN DIVISION CO, INC		FOSTER MARINE CONTRACTORS, INC	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Amount	Unit Price	Amount
48	8" Gate Valve for Water Main	1	EA	\$ 2,195.95	\$ 2,195.95	\$ 1,800.00	\$ 1,800.00
49	8" Gate Valve for Water Main with Manhole and 1" service taps	1	EA	\$ 3,676.60	\$ 3,676.60	\$ 5,500.00	\$ 5,500.00
50	12" Gate Valve for Force Main	1	EA	\$ 3,158.80	\$ 3,158.80	\$ 3,000.00	\$ 3,000.00
51	Connect to Existing 8" Water Main	2	EA	\$ 2,468.35	\$ 4,936.70	\$ 500.00	\$ 1,000.00
52	Connect to Existing 12" Force Main	2	EA	\$ 11,965.95	\$ 23,931.90	\$ 700.00	\$ 1,400.00
53	Testing and Survey	1	LS	\$ 27,812.45	\$ 27,812.45	\$ 5,500.00	\$ 5,500.00
54	As-builts	1	LS	\$ 13,094.35	\$ 13,094.35	\$ 4,500.00	\$ 4,500.00
SUBTOTAL (UTILITY)				\$ 178,418.85		\$ 86,029.00	
TOTAL BID				\$ 942,557.60		\$ 956,738.90	

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.	
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.	
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.	
Note #	PAY ITEM FOOTNOTES:
1	All items shall include cost to furnish and install unless otherwise noted.
2	Permitting agency pre-construction meetings and notices of commencement; compliance with stormwater pollution prevention plan and stormwater pollution control plan; installation of erosion/turbidity controls including silt fences, inlet protection, inspections and reporting; preparation and submittal of construction completion certifications and required record drawings by a professional engineer and/or land surveyor; utility notifications are considered incidental to mobilization.
3	All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.
4	Sawcut of existing asphalt and/or concrete designated for removal per plans; removal and relocation of privately owned systems including irrigation, mailboxes, fencing, etc.; removal and disposal, in suitable areas, of excess and unsuitable material that may be encountered during excavation; removal and disposal of existing structures per plans is considered incidental to the bid item "clearing and grubbing".
5	Berm construction, swale construction, grading, re-grading of roadways, driveways, canal sections and all other rough and finish grading shall be considered incidental to the bid items "Excavation and/or Embankment".
6	Demolition of existing road bridge to include all components-concrete deck and traffic railings, bent caps, wing walls, sheet panels, concrete piles, concrete approach slabs and any deadmen anchors. Proper disposal of all bridge debris is considered incidental to bridge demolition.
7	12" compacted subgrade is considered incidental to the cost of baserock construction.
8	Prime and tack coats are considered incidental to asphalt construction.
9	Excavation and backfill for structures including cost of any select bedding material that may be necessary for a satisfactory installation as directed by Palm Beach County is considered incidental to the cost of the structures.
10	Wrapping of filter fabric around all pipe joints per FDOT index no. 280; and cost of coring existing structures for pipe connection is considered incidental to the cost of the pipe.
11	The cost of all anchoring hardware per FDOT index 852 is incidental to the item "Pipe Guiderail (Steel) (FDOT Index 852).
12	The cost of detectable warning surfaces per FDOT index 304 and base compaction is considered incidental to sidewalk/pathway construction.
13	The cost of filter fabric is incidental to the item "Bedding Stone".
14	Sodding-shall be in accordance with section 575 of the general provisions of this specification. Includes costs for fertilizer and water until final acceptance.
15	12" thick no. 57 stone foundation and filter fabric is incidental to the bid item "Class IV Concrete (Cast in Place Headwall).
16	Contingency items may be increased, decreased or deleted as directed by the engineer.
17	Changeable (Variable) Message Sign (Non-MOT) and Traffic Control Officers (Non-MOT) in accordance with General Provisions (Section 102).
	Indicates Math Error

EXHIBIT "B"**Village of Palm Springs (VPS)****PROJECT NAME:** Kudza Rd. over LWDD L-8 Canal**PROJECT NUMBER:** 2017513**CONTRACTOR:** FG Construction, LLC.

ITEM	QUANTITY / UNITS	UNIT PRICE	AMOUNT
Roadway Items for VPS			
13	Adjust Valve Boxes	1 EA	\$261.17
14	Adjust Manhole	1 EA	\$717.55
VPS Utility Subtotal			<u>\$978.72</u>

ITEM	QUANTITY / UNITS	UNIT PRICE	AMOUNT
Roadway Contingency Item for VPS			
34	Premium for Conflict Condition (See SP's)	1 EA	\$14,690.00
VPS Contingency Subtotal			<u>\$14,690.00</u>

ITEM	QUANTITY / UNITS	UNIT PRICE	AMOUNT
VPS Utility Items			
38	Remove and Dispose Existing 8" AC Water Main	40 LF	\$282.50
39	Remove Existing 12" Force Main	144 LF	\$28.25
40	Grout Existing 8" AC Water Main with Flowable Fill	278 LF	\$9.67
41	8" Ductile Iron Pipe For Water Main Installation	255 LF	\$78.89
42	12" DIP Pipe For Force Main Installation	143 LF	\$186.69

Continue in page 2

ITEM	QUANTITY / UNITS	UNIT PRICE	AMOUNT	
VPS Utility Items				
43	F&I 8" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	6 EA	\$1,045.17	\$6,271.02
44	F&I 12" Ductile Iron 45 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	5 EA	\$3,342.88	\$16,714.40
45	F&I 12" Ductile Iron 90 Degree Fittings w/ Reaction Blocking or Thrust Restraint for WM	1 EA	\$3,590.87	\$3,590.87
46	Furnish, Install, and Remove Sample Points, Complete	2 EA	\$790.01	\$1,580.02
47	2" Air Release Valve with Manhole for Water Main and Force Main	2 EA	\$9,685.65	\$19,371.30
48	8" Gate Valve for Water Main	1 EA	\$2,887.22	\$2,887.22
49	8" Gate Valve for Water Main with Manhole and 1" service taps	1 EA	\$3,531.14	\$3,531.14
50	12" Gate Valve for Force Main	1 EA	\$5,362.75	\$5,362.75
51	Connect to Existing 8" Water Main	2 EA	\$979.34	\$1,958.68
52	Connect to Existing 12" Force Main	2 EA	\$1,737.48	\$3,474.96
53	Testing and Survey	1 LS	\$9,040.00	\$9,040.00
54	As-builts	1 LS	\$3,955.00	\$3,955.00
VPS Utility Items Subtotal			\$142,607.24	
Village of Palm Springs Grand Total			\$158,275.96	
Village of Palm Springs Grand Total Plus 10% Contingency			\$174,103.56	



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Ordinance No. 2020-04 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) (***THE APPLICANT HAS REQUESTED THAT THIS ITEM BE POSTPONED TO MAY 14, 2020 PUBLIC HEARINGS***)

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:



Village of Palm Springs

Executive Brief

AGENDA DATE: April 23, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2020-06 - Village Code Amendment - Chapter 34 - Supplemental Regulations - Vehicle-Oriented Uses (SECOND READING)

SUMMARY:

The Planning, Zoning & Building staff is requesting an amendment to the Village Code - Chapter 34 - Article VI. "Land Use" - Division 7. Supplemental District Regulations for vehicle-oriented uses on commercially zones parcels, such as minimum site and design conditions, locational requirements and distance separation requirements.

The proposed LDR amendments are intended to contribute to providing a strong, vibrant community that is not impacted by an over-saturation of convenience stores, gas stations, vehicle repair facilities (defined as automotive repair establishments within the Code) and car wash uses and to provide minimum performance standards to curtail high traffic generation, noise, air pollution, crime, competition with smaller local businesses and visual impact on community character.

Currently, gas stations, automotive repair establishments and car washes are permissible within the Commercial General (CG) district with special exception approval, but with no requirements for placement, size, distance separation and/or setbacks from special uses such as residences, schools or playgrounds.

Note: A Special Exception is "a use that would not be appropriate generally or without restriction throughout the zoning district" and must meet all seven (7) criteria outlined within the Village Land Development Code (Sec. 34-606). [The seventh (7th) criterion-related to promoting economic (re-)development was approved by the Village Council during the February 13, 2020 Council Meeting (Ordinance No. 2020-01)].

Currently, there are eighteen (18) gas stations within the Village limits (including the recently

approved RaceTrac on 10th Avenue North) and another fourteen (14) within the immediate vicinity. Additionally, the Village maintains six (6) varieties of car washes (including the most recently approved car wash on 10th Avenue North) and three (3) more within the surrounding area. Further, there are nineteen (19) vehicle repair shops within the Village limits.

Note: Within the Village, there are 463 parcels that are currently zoned with a CG land development designation.

The PZ&B staff has conducted an evaluation of other cities' regulations and found the majority to include:

- Distance separation requirements from similar uses of 1000-1500'
- Locational requirements for placement at a major intersection
- Distance separation requirements from public places, parks, schools, churches, nursing homes, etc. of 500' - 1000'

The proposed Ordinance 2020-06, if reconsidered and approved, would provide the following:

1. 1000' distance separation between gas stations, convenience stores, automotive repair facilities and car wash uses
2. 250' distance separation between these vehicle-oriented uses and parks, schools, and other institutional uses
3. Performance standards (that have become typical conditions of approval recommended by Village staff): free air stations, screening wall within landscape buffer adjacent to residential uses, use of recycled water in car washes, service bay doors not facing the public street

The proposed regulations would not affect existing vehicle-oriented uses with regards to location, setbacks, perimeter wall, and other specific details contained on the existing uses' site plan. However, discontinuation of any car wash, vehicle repair facility, convenience store or gas station for a 12-month period, if approved, would require conformance with the new regulations.

Note: Special exception uses currently expire after discontinuation for 12 months as defined within the Village Code.

The Village's LDR's previously contained distance separation requirements between similar uses and between public/institutional uses; however, these supplemental regulations were eliminated in 2013 when code provisions were consolidated to eliminate redundancies (Ordinance 2013-03). The proposed ordinance reinstates a slightly smaller distance separation requirement (1000' versus 1500') than what was previously included within the LDR's.

During the Village Council's February 13, 2020 meeting, direction was provided to revise the previously proposed ordinance (Ordinance No. 2019-24) to include modified distance separation requirements and to include vehicle repair facilities as a regulated use. The Village

Council has previously held discussions on this issue during their October 10, 2019 Council Meeting and has considered 1st reading of the proposed Ordinance No. 2019-24 during December 12, 2019 Village Council meeting (A motion was not provided during consideration, thus, this ordinance was not voted on by the Council).

The Planning & Zoning Board first considered the proposed amendments during their July 31, 2018, special meeting and recommended approval of the proposed Ordinance No 2019-24 with a 1,500' distance separation between similar uses (which is the distance separation that was previously provided within the Village Code prior to the 2013 amendments). Additionally, during the P&Z Board's December 10, 2019 meeting, the Board recommended that the proposed vehicle-oriented uses ordinance be further amended to include vehicle repair facilities. Further, the P&Z Board considered the proposed revised ordinance during their February 25, 2020, special meeting and recommended approval.

The proposed ordinance was prepared by the Planning, Zoning and Building Director and reviewed by the Village Attorney.

The proposed ordinance was approved by the Village Council on March 12, 2020 and is being presented for 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance does not have a direct fiscal impact to the Village.

ATTACHMENTS:

Proposed Ordinance No. 2020-06-Supplemental Regulations for Vehicle-Oriented Uses

Map of Existing Gas Stations, Car Washes and Auto Repair Facilities

250-Foot Radius Map (Gas Stations)

1000-Foot Radius Map (Gas Stations)

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS, SUBDIVISION XV "CONVENIENCE (FOOD AND BEVERAGE) STORES, FULL SERVICE FUEL STATIONS, AND GAS STATIONS WITH AND WITHOUT CONVENIENCE STORES", TO MODIFY THE REGULATIONS GOVERNING THE LOCATION AND USE OF AUTOMOTIVE REPAIR ESTABLISHMENTS, CAR WASHES AND GAS STATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has recently seen a large increase in the number of gas stations, car washes and automotive repair establishments being in the Village where such uses create traffic and pedestrian flow issues; and

WHEREAS, Village staff has also received a number of complaints regarding the operation of car washes, convenience stores, gas stations and automotive repair establishments that would indicate further directives are needed in order to appropriately regulate these uses; and

WHEREAS, it is determined that further regulations are needed regarding the location and use of automotive repair establishments, car washes, convenience stores and gas stations; and

WHEREAS, this proposed ordinance modifies the current code regulating the locations and use of car washes, convenience stores, gas stations, and automotive repair establishments; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision XV “Convenience (Food and Beverage) Stores, Full-Service Fuel Stations, and Gas Stations with and without Convenience Stores” is hereby amended to read as follows:

Subdivision XV “Automotive Repair Establishments, Car Washes, Convenience (Food and Beverage) Stores, Full-Service Fuel Stations, and Gas Stations with and without Convenience Stores”

Sec. 34-1201. - Purpose.

The purpose of this subdivision is to develop reasonable guidelines, standards and regulations for the use of property as an automotive repair establishment, car wash, convenience (food and beverage) store, full-service fuel station, and/or gas station with or without a convenience store.

Sec. 34-1202. - Location. To mitigate the adverse impacts created by excessive concentrations of specific uses at intersections and along roadways that adversely impact traffic flow, pedestrian circulation and visual impacts related to site layout, the following location and separation criteria shall apply:

- (1) Automotive repair establishments, car washes, full service fuel stations, and gas stations with or without convenience stores shall be located only adjacent to major arterials, and within 250 feet of any intersection of roadways classified as an arterial or collector (as measured from the nearest points of property lines on any two parcels of land (or unified project perimeter, if a planned development)) or adjacent to a signalized intersection.
- (2) There shall be a minimum separation distance of 1,000 feet between the nearest points of property lines on any two parcels of land (or unified project perimeter, if a planned development), whether located in the Village or not, occupied or to be occupied for automotive repair, fuel/gas station or convenience store or car wash purpose.
- (3) There shall be a minimum separation distance of 250 feet between the nearest points of property lines for a parcel occupied for automotive repair, fuel/gas station or car wash purposes and a parcel occupied by a church, public or private school, daycare, hospital, governmentally owned or operated building, nursing home or assisted living facility, theater, auditorium, stadium area, place of assembly, and/or a public play field.

Sec. 34-1203. - Obstructions of view.

A proposed convenience store shall be free of all obstructions of view from the adjacent street to main store windows, giving a clear and unobstructed view of the cashier's station, including obstructions of landscaping, signage (including window signage), and gasoline service islands.

Sec. 34-1204. - Amusement devices and video arcades.

A proposed convenience store shall not have amusement devices or video arcades.

Sec. 34-1205. - Outdoor displays.

All outdoor displays of merchandise at an automotive repair establishment, car wash, convenience store, full-service fuel station, or gas stations with or without a convenience store shall be appropriately screened and not visible from any adjacent right-of-way. Outdoor displays shall be located so as not to interfere with any vehicular or pedestrian access way or fire safety systems and equipment. The location of outdoor display areas shall be delineated on a Village-approved site plan. Displays of equipment/merchandise shall be in a non-elevated/non-extended position. Advertising displays, including "spanners", "pump toppers", and "pumpsiders" (changeable signage or ads placed on top or around gas pumps or between columns) are prohibited. No advertising shall be placed on trash receptacles, bollards, ice boxes or gas pumps.

Sec. 34-1206. - Curbs and curb breaks.

A raised curb of at least six inches in height shall be erected along all street property lines, except for driveway openings. Curb breaks are limited to two per street frontage. Curb-cuts shall not be located closer than 25 feet to the intersection of the ultimate right-of-way lines at a corner nor closer than 15 feet from any abutting property line or alley. Direct access to a road classified as a local street is discouraged.

Sec. 34-1207. - Setback requirements.

All gasoline pumps, above ground tanks, vents, pump islands and pump island canopies shall conform with setback requirements for the district, except that no such above gasoline pumps, ground pumps, tanks, vents, pump islands or pump island canopies shall be located closer than 25 feet to any property line. All underground tanks shall be setback a minimum of 15 feet from any property or ultimate right-of-way line, whichever is more restrictive, and all associated above-ground equipment shall be screened from view from the public street with landscaping or other aesthetic materials.

Sec. 34-1208. – Design and Performance standards.

- (1) Service bay doors shall not be oriented toward any adjacent property in a residential district or toward any adjacent public street, unless screened by a minimum six-foot wall and/or landscaping.
- (2) Automotive repair, car washing, and detailing activities shall not be visible from any right-of-way. Visibility may be screened by approved landscaping, fencing or by building design and location. Car washing and detailing shall utilize recycled water.
- (3) Within Mixed-use districts, automotive repair establishments, car washes, convenience stores and fuel/gas stations shall be permitted uses only when a complementary mix of uses is provided to generate synergy and convenience that enhances the physical space and creates a vibrant environment per Article VI, Division 6, Subdivision VIII, and:
 - a. The maximum number of fuel pumps shall be six (6). Fuel pump islands and canopies shall be screened by the main building structure, and the retail market/office building should be placed at the street frontage with a pedestrian entrance from, and display windows along the sidewalk, to encourage pedestrian use.
 - b. Each structure shall be architecturally consistent and related to the overall architectural theme of the planned development.
 - c. The roof design of all structures, including pump canopies, shall incorporate pitched roof treatments with a low to moderate pitch.

Sec. 34-1209. – Wall requirement. An opaque masonry wall shall be erected to a height of no less than six feet within the perimeter landscape buffer adjacent to a residential district, school, daycare, nursing home or assisted living facility. Said wall shall be finished with a graffiti-resistant paint.

Sec. 34-1210.- Free air stations. Free air/fills shall be provided to the public, whenever air stations are provided.

Sec. 34-1211. – Effect on Existing Uses. As of April 9, 2020, any automotive repair establishment, car wash, convenience store, full service fuel station, or gas station with and without convenience store in existence and operating in compliance with all

applicable Village Code requirements in effect prior to the adoption of this Ordinance 2020-06, or lawfully under construction, that would become non-conforming by virtue of the adoption of this Ordinance 2020-06, will be considered conforming with regards to use, location, setbacks, perimeter wall, and other applicable provisions of the Village Code and site-specific development order if the facility remains in operation. Such existing automotive repair establishment, car wash, convenience store, full service fuel station, or gas station with and without convenience stores shall be required to comply with all applicable Village Code provisions and site-specific development order conditions of approval in effect prior to the adoption of this Ordinance.

Sec. 34-1212. – Discontinuation and Abandonment of Use. As of April 9, 2020, any automotive repair establishment, car wash, convenience store, full service fuel station, or gas station with and without convenience store that has discontinued operation or has been abandoned for a period of twelve (12) months, as determined by the Planning, Zoning & Building Director, shall not be re-established unless it complies with the requirements of this Ordinance 2020-06. Any reconstruction/rehabilitation under Sec. 34-1213, which in continuing in good faith, shall not constitute a discontinuation or abandonment of the use.

Sec. 34-1213. - Reconstruction/Rehabilitation. Reconstruction/rehabilitation of an existing automotive repair establishment, car wash, convenience store, full service fuel station, or gas station with and without convenience store that is deemed conforming under Sec. 34-1211 is permitted at any time and for any reason, including casualty loss, voluntary demolition and rebuilding, or implementation of façade renovations, site renovation or modernization, provided that after such reconstruction/rehabilitation the facility must comply with all applicable Village Code provisions and site-specific development order conditions of approval in effect prior to the adoption of this Ordinance.

Secs. 34-1214—34-1220. - Reserved.

Section 3. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 4. **Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. **Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVERLY SMITH, MAYOR	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐
DOUG GUNTHER, _____	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

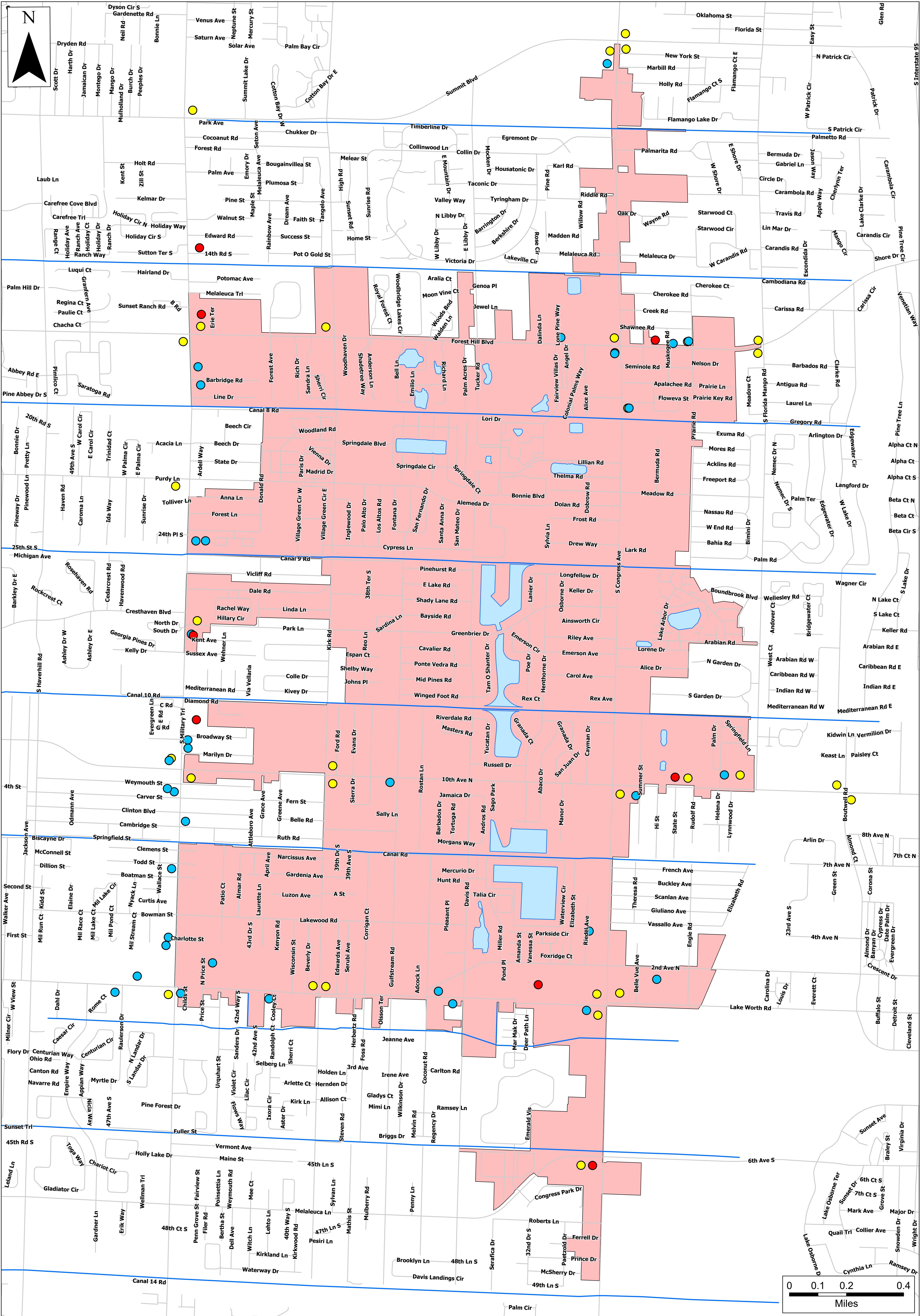
Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



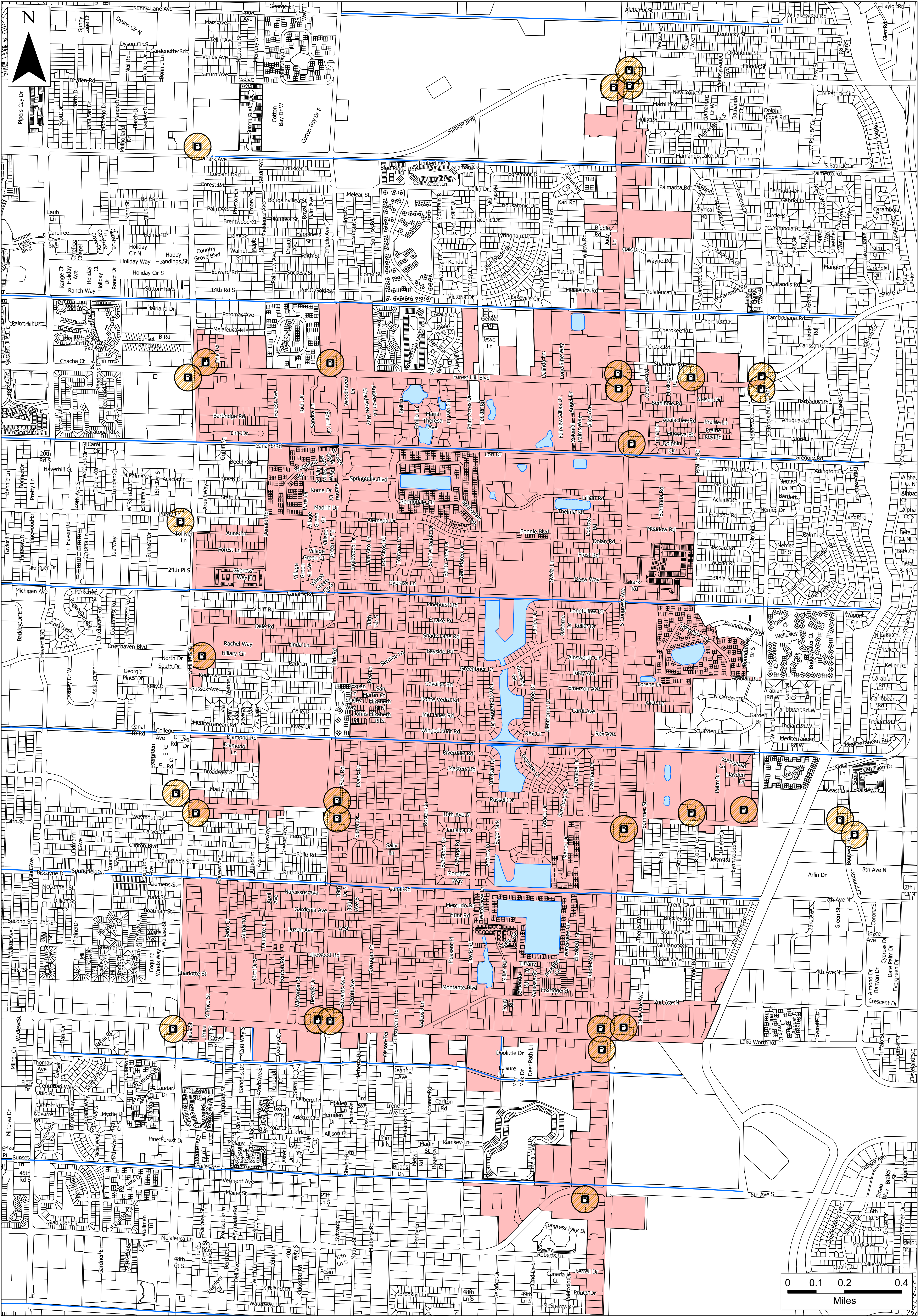
Village of Palm Springs

Vehicle Oriented Uses

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

- Car Wash (9)
- Vehicle Repair Shops (33)
- Gas stations (32)
- Canals
- Lakes
- Village limits

Data Source: Gas stations, Vehicle Repair Shops, Car Washes, Village limits, Canals, and Lakes provided by the Village of Palm Springs, Parcels provided by Palm Beach County.



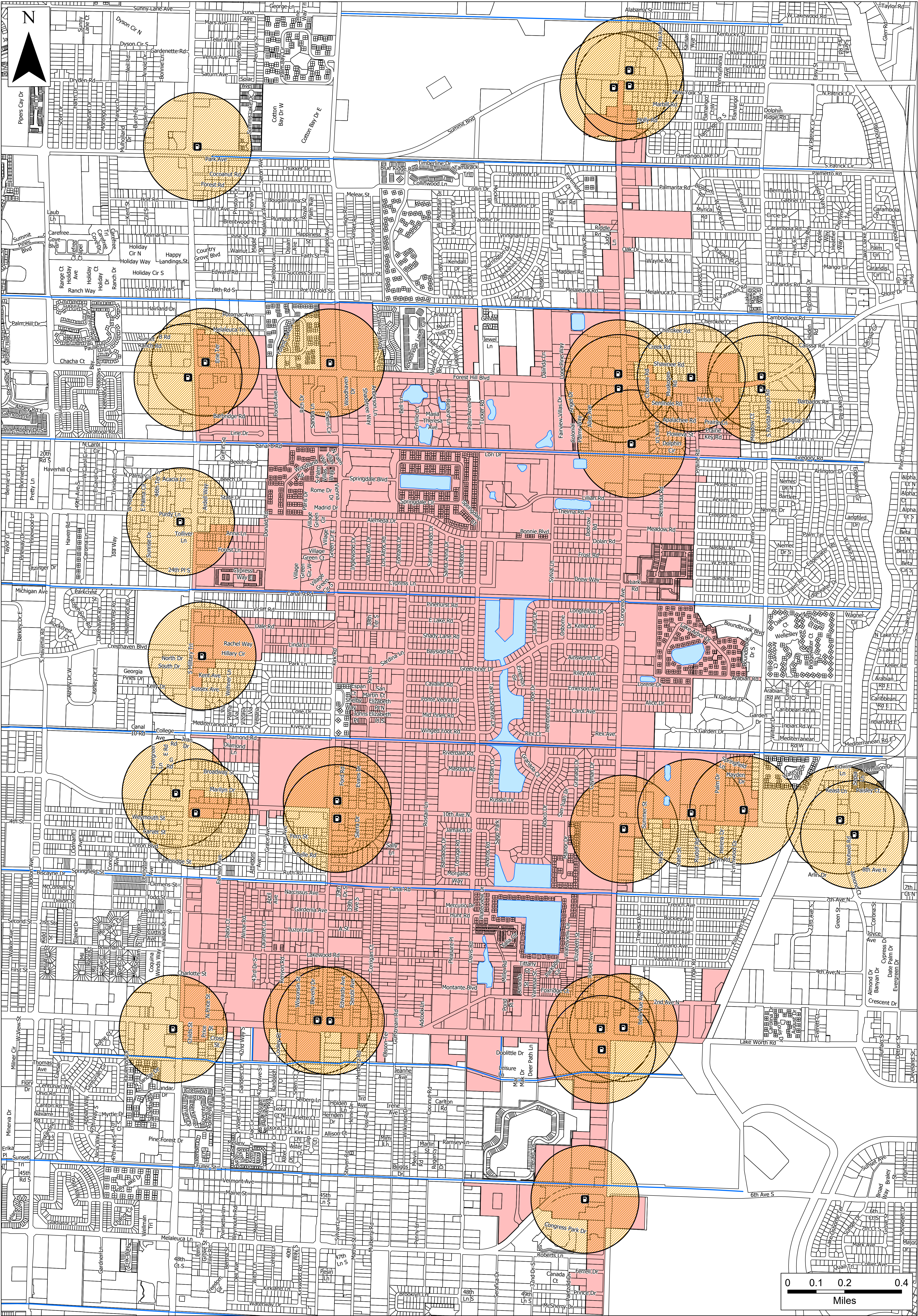
Village of Palm Springs

Gas Stations 250 Foot Radius

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- Gas stations
- 250 foot radius
- Canals
- Lakes
- Parcels
- Village limits

Data Source: Gas stations, Village limits, Canals, and Lakes provided by the Village of Palm Springs, Parcels provided by Palm Beach County.



Village of Palm Springs

Gas Stations 1,000 Foot Radius

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

- Gas stations
- 1,000 foot radius
- Canals
- Village limits
- Lakes
- Parcels

Data Source: Gas stations, Village limits, Canals, and Lakes provided by the Village of Palm Springs, Parcels provided by Palm Beach County.