VILLAGE COUNCIL AGENDA
REGULAR MEETING
VILLAGE OF PALM SPRINGS
VILLAGE HALL | 226 CYPRESS LANE | PALM SPRINGS, FL 33461
Thursday, August 20, 2020
6:30 PM

Participants can use their telephone or computer mic & speakers (VoIP).
Phone +1 (213) 929-4212 Access Code # 296-343-927
https://attendee.gotowebinar.com/register/1211999772934343693
Webinar ID: 968-695-363

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:**
   Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Doug Gunther, Council Member Joni Brinkman, Village Attorney Glen Torcivia, Village Manager Richard Reade and Village Clerk Kimberly Wynn

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

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

6. **CONSENT AGENDA** *(Public Comment on Consent Agenda Items is permissible prior to voting)*

   6.1 Approval of Meeting Minutes
   1. May 14, 2020 - Local Planning Agency Agenda Meeting Minutes
   2. August 7, 2020 - Village Council Special Meeting Minutes

6.2 Approve Property Improvement Program (PIP) Matching Grant Awards - 334 Springdale Circle and 802 Springdale Circle

1. Property Improvement Grant Agreement - 334 Springdale Circle
2. 334 Springdale Circle - Before and After Photos
3. Property Improvement Grant Agreement - 802 Springdale Circle
4. 802 Springdale Circle - Before and After Photos

6.3 Approve Foreclosure Registration Process Agreement - Best Interest Acquisition - Community Champions Corporation & Property Registration Champions (PROCHAMPS)

1. Proposed Agreement - Property Registration Champions (PROCHAMPS)
2. Foreclosure Registration Summary from PROCHAMPS
3. Sec. 58-11. Best Interest Acquisition - Purchasing Code
4. Sole Source Letter - PROCHAMPS
5. Village Code - Sec. 58-11 Best Interest Acquisitions

6.4 Authorize Uniform Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – UniFirst Corporation

1. Proposed Agreement - Unifirst Corporation
2. Sourcewell (NJPA) - Contract Award - UniFirst Corporation
3. Sourcewell (NJPA) - Invitation to Bid
4. Sourcewell (NJPA) - Bid Pricing - UniFirst Corporation

6.5 Approve Roadway Asphalt Milling & Resurfacing Contract - 1st Amendment - (Piggyback - Renewal) - Public Service Department - Public Works (FY 2020 Budget Funded) - Ranger Construction Industries

1. Proposed Amendment No. 1 to Agreement - Ranger Construction Industries
2. Village of Palm Springs - Agreement for Milling and Resurfacing - Ranger Construction Industries
3. Approval to Piggyback - Ranger Construction Industries
4. Palm Beach County - Executed Amendment No. 2 (Contract Renewal) - Ranger Construction Industries
5. Palm Beach County - Executed Amendment No. 1 (Contract Renewal) - Ranger Construction Industries
6. Palm Beach County - Executed Agreement - Ranger Construction Industries

6.6 Approve Work Authorization No. 2 - Roadway Asphalt Milling & Resurfacing - Piggyback - Public Service Department (FY 2020 Budget Funded) - Ranger Construction Industries

1. Project Work Authorization No. 2 - Road Milling & Resurfacing - Ranger Construction industries
2. Map - Proposed Roadway Segments to be Milled & Paved - FY 2020
3. Village of Palm Springs - Proposed Amendment No. 1 to Agreement - Ranger Construction Industries

6.7 Approve Canal 11 Road Improvements Phase II Reconciliation (Closeout & Change Order #3) (Task Order #206) - Public Service Department (FY 2020 Budget Funded - General Fund) - DP Development, LLC

1. Proposed Change Order No. 3 - DP Development
2. Change Order No. 2 - DP Development
3. Change Order No. 1 - DP Development
4. Executed Agreement - DP Development

6.8 Approve Change Order No. 3 - Miller Road Drainage Improvements (Task Order No. 213 - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises, Inc.

Motion to approve Change Order No. 3 - Miller Road Drainage Improvements (Task Order No. 213) with TCLM Enterprises, Inc. to increase the project amount by $5,205.82 and extend the project completion date by an additional forty-two (42) calendar days (increasing total contract time from 366 days to 408 days) to September 23, 2020.

1. Proposed Change Order No. 3 - TCLM Enterprises
2. Change Order No. 2 - TCLM Enterprises
3. Change Order No. 1 - TCLM Enterprises
4. Executed Agreement - TCLM Enterprises

6.9 Authorize Sodium Hexametaphosphate Purchase Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – Carus Corporation.

1. Proposed Agreement - Carus Corporation
2. Approval to Piggyback - Carus Corporation
3. Palm Beach County - Change Order No. 1 (Renewal)
4. Palm Beach County - Contract Award
5. Palm Beach County - Bid Tabulation
6. Palm Beach County - Carus Corporation Bid Response
7. Palm Beach County - Invitation to Bid

6.10 Authorize Emergency Purchase – Springdale Boulevard Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

1. Emergency Request to Repair Sewer Pipe - Springdale Boulevard - Invoice #20-0015-02 - Hinterland Group
2. Hinterland Group Tanker Hours Breakdown
3. Executed Village of Palm Springs Agreement -Hinterland Group
4. Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
5. Village Code - Section 58-12 - Emergency Purchases

6.11 Authorize Emergency Purchase – Florida Mango Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

1. Emergency Request to Repair Sewer Pipe - Florida Mango Road - Invoice #20-0015-03F - Hinterland Group
2. Executed Village of Palm Springs Agreement - Hinterland Group
3. Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
4. Village Code - Section 58-12 - Emergency Purchases

6.12 Approve Firm Rankings & Authorize Agreement for Professional Services - RFP No. 2020R- 002 – Impact Fee Study (FY2020 Budget Funded)

1. Proposed Agreement for Professional Services - Impact Fee Study
2. Exhibit "A" - RFP # 2020R-002 Proposal by Tindale Oliver
3. Village of Palm Springs - Request for Proposals (RFP) Impact Fee Study - RFP 2020R-002
4. Selection Committee Recommendation - Final
5. Selection Committee Recommendation - Shortlist
6. Impact Fee Study RFP Evaluation Committee Scoring Recommendation Memo
7. June 12, 2020 - E-Bid Responses
8. Impact Fee Study - RFP # 2020R-002 - Evaluation Committee Members

6.13 Approve PBC Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Agreement (Renewal) - Palm Beach County Mutual Aid Agreement

1. Proposed PBC Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement

END OF CONSENT AGENDA

7. PRESENTATIONS

7.1 Ensuring Access to Quality Distance Learning Opportunities for All - School District, County and Village of Palm Springs partnership to provide access to Internet

1. Ensuring Access to Quality Wi-Fi Access - Village of Palm Springs Presentation
2. Village of Palm Springs Wi-Fi Project Fact Sheet V2
3. Map of Students Receiving Free and Reduced Lunch in the Village of Palm Springs that Need Internet Service

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 Resolution No. 2020-06 - Site Plan (SPR20-03) and Four (4) Waivers - 3922 Park Lane (*Quasi-Judicial Hearing*) [Continued from May 14, 2020 meeting]

1. Proposed Resolution No. 2020-06 - Site Plan & Four (4) Waivers
2. Exhibit "A" - Staff Report and Conditions of Approval
3. Agent's Letter Outlining Revisions Made in Response to Village Council Direction
4. Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters
5. Project Narrative and Justification Statement
6. Colored Site Plan and Building Elevations and Renderings
7. Legal Description
8. Aerial Map and Location Map
9. Applicant Presentation - 3392 Park Lane Townhouses

9.2 Ordinance No. 2020-28 - Village Code Amendment - Chapter 2 - Administration

1. Proposed Ordinance No. 2020-28 - Amendment to Chapter 2 Administration

9.3 Ordinance No. 2020-27 - Village of Palm Springs General Employees Pension Fund *(FIRST READING)*

1. Village Attorney Letter - Request to Reconsider Pension Ordinance No. 2020-10 - August 2020
2. Village Attorney Opinion - Pension Ordinance Properly Added to Agenda - June 2020
3. Proposed Ordinance No. 2020-27 General Employees Pension Plan Board Composition
4. Approved Ordinances No. 2020-10 - General Employee Pension (Board Composition) (Final Version)
5. E-mail from Plan's Attorney Regarding Approved Ordinance No. 2020-10 - June 2020
6. Previous Version (Prior to the Review by the Plan's Attorney) - Approved Ordinance No. 2020-10 - General Employee Pension (Board Composition)
7. E-mail from Pension Attorney - Removing Unchanged Procurement Language from Approved Ordinance No. 2020-10 (Following 1st Reading)
8. Final Actuarial Impact Statement - Freiman Little Actuaries
9. E-mail Requesting an Actuarial Impact Statement Regarding Ordinance No. 2020-10 - Sent to the Plan's Pension Administrator - June 2020
10. Approved Ordinance No. 2020-10 - General Employee Pension (Board Composition) - Lake Worth Herald Advertisement
11. E-mail Confirming Approved Ordinance No. 2020-10 has been Received by the State of Florida
12. E-mail Requesting Approved Ordinance No. 2020-10 & Actuarial Impact Statement be Submitted to the State of Florida

9.4 Resolution No. 2020-27 - COVID-19 Utility Customer Payment Policy

1. Proposed Resolution No.2020-27 - COVID-19 Utility Customer Payment Policy
2. Proposed COVID-19 Policy Final

10. ACTIONS AND REPORTS

10.1 DISCUSSION OF CITY MANAGER EVALUATION

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

ADJOURNMENT

Next Meeting

THURSDAY, SEPTEMBER 10, 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.

LOCAL PLANNING AGENCY BOARD AGENDA

REGULAR MEETING MINUTES

Village Hall - Council Chambers via "CMT"

226 Cypress Lane | Palm Springs, FL 3461

Thursday, May 14, 2020

6:30 PM

COUNCIL	**ADMINISTRATION**
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	

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

Mayor Bev Smith called the meeting to order at 6:32 p.m.

2. ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Joni Brinkman, Mayor Pro Tem Patti Waller, Council Member Doug Gunther, Council Member Gary Ready, Village Attorney Glen Torcivia (6:40 pm), Village Manager Richard Reade and Village Clerk Kimberly Wynn

Absent: None

Staff Present: Sergeant-at-Arms Tom Ceccarelli Police Chief, Ronald Eyma Public Service Director, Chad Girard Assistant, Suvi Manner Library Director, Kim Glas-Castro Planning, Zoning and Building Director, and Thomas Cook IT Director

3. AGENDA

Public Hearing for amending the Comprehensive Land Use Plan by revising the Future Land Use Map and amending the Official Land Development District Zoning Map of the Village by amending and rezoning the following properties in the Village of Palm Springs.

3.1 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 HAD REQUESTED THAT THIS ITEM BE POSTPONED INDEFINITELY]***

Mayor Smith introduced this item. She stated that the applicant requested to postpone the item for three (3) Council meetings [consecutive].

Council Member Brinkman made a motion to approve postponement of Ordinance No. 2020-04 for three Village Council Meetings (July 23, 2020), seconded by Vice Mayor Waller. There was a roll call vote. Mayor Pro Tem Ready – Yes, Vice Mayor Waller – Yes, Council Member Brinkman – Yes, Council Member Gunther – Yes, and Mayor Smith – Yes. The motion carries 5-0.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:35 p.m.

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 **May 14, 2020**. Which minutes were formally approved and adopted by the Village Council on **August 20, 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 verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA

VILLAGE COUNCIL MEETING MINUTES

VILLAGE HALL COUNCIL CHAMBERS

226 CYPRESS AVENUE | PALM SPRINGS, FL 33461

FRIDAY, AUGUST 7, 2020

2:00 PM

Participants can use their telephone or computer mic & speakers (VOIP).

United States 1 (415) 655-0060

Access Code #870-302-586

Registration Url:

HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/7628787015712972816

Webinar Id: 335-515-947

COUNCIL	**ADMINISTRATION**
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 Douglas Gunther	

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

Mayor Smith called the meeting to order at 2:00 PM.

2. ROLL CALL

Council

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

Absent: Council Member Joni Brinkman and Village Attorney Glen Torcivia

Administration

Present: Village Manager Richard Reade, Village Clerk Kimberly Wynn, Deputy Village Clerk Jane Worth, Planning, Zoning and Building Director Kim Glas-Castro, Police Chief Tom Ceccarelli, Assistant Police Chief Robert Perez, Assistant Finance Director Mariana Ortega - Sanchez, Parks and Recreation Director Justin Lucas, Director of Public Service Ron Eyma and Assistant Director of Public Service Chad Girard.

3. INVOCATION

The Village Manager Reade led the Pledge of Allegiance.

4. PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

5. ORDER OF BUSINESS

5.1 Dissolve Emergency Resolution No. 2020-25 - Declaration of State of Emergency within the Village of Palm Springs, Hurricane Isaias

Village Manager Reade stated that on Friday, July 31, 2020, the Council approved Resolution No. 2020-25, which provided the Village Manager the authority to declare a Local State of Emergency for the Village of Palm Springs. The Resolution gave the Village Manager the following authorities provided within Section 2-3. - Emergency powers of the Village Manager:

(1) The Village Manager shall have the authority to contract up to a total of $50,000.00 for goods and services without Village Council approval, and up to a total of $75,000.00 if it is not possible to obtain a quorum of the Village Council for an emergency meeting of the Village Council within 24 hours.

(2) All bidding requirements shall be suspended, and the Village Manager shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing.

(3) The Village Manager shall consult with the Director of Public Safety and by the execution of a jointly signed document may affect a curfew throughout all or part of the Village for a period not exceeding 72 hours, without Village Council approval. Such curfew may include all pedestrian or vehicular use of public rights-of-way, public facilities, and private facilities normally having public access.

(4) The Village Manager may call an emergency meeting of the Village Council for any other matter, item, request, or event that exceeds his normal or emergency authority.

(5) The Village Manager may suspend, cancel, or reschedule non-essential public meetings, limit public access to Village facilities and services, and provide for employment matters including but not limited to flexible scheduling and alternative staffing models to serve the Village's needs.

Note: On Saturday, August 1, 2020, at 7 p.m., the Village Manager declared a State of Emergency due to the potential impact from Hurricane Isaias. However, as the storm moved northwest and did not appear to provide a continued emergency/safety concern to the Village, the Village Manager recommended terminating the declared Local State of Emergency (Resolution No. 2020-25) on Sunday, August 2, 2020, at 2 p.m.

As outlined within the approved Resolution, the authority provided to the Village Manager shall only extend until action by the Village Council terminates such authority. Thus, it is recommended that the Village Council approved the termination of Resolution No. 2020-25 in relation to the emergency concerns from Hurricane Isaias as of Sunday, August 2, 2020, at 2 p.m.

FISCAL IMPACT: The proposed dissolution of Emergency Resolution No. 2020-25 does not have a fiscal impact to the Village.

- Memo to Village Council Terminating the Local State of Emergency - August 2020
- Memo to Village Council Declaring a Local State of Emergency - August 2020
- Proposed Resolution No. 2020-25 Declare a State of Emergency - Hurricane Isaias

Recommend for approval Vice Mayor Waller made a motion to approve action to dissolve Emergency Resolution No. 2020-25 - Declaration of Local State of Emergency for Hurricane Isiais, seconded by Mayor Pro Tem Ready. There was a roll call vote, the motion carries 4-0.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 2:06 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 **August 7, 2020**. Which minutes were formally approved and adopted by the Village Council on **August 20, 2020.**

_____

Kimberly M. Wynn, Village Clerk

NEXT MEETING

BUDGET WORKSHOP THURSDAY, AUGUST 20, 2020

AT 5:00 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 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: August 20, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.2:

Approve Property Improvement Program (PIP) Matching Grant Awards - 334 Springdale Circle and 802 Springdale Circle

SUMMARY:

The Village's Property Improvement Program (PIP) Committee is recommending that two (2) grant awards be approved for property owners who have completed an improvement project to their property and have filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Veton Kuqi
- Address: 334 Springdale Circle
- Project: Replaced wood cedar shake roof and wood fence
- Eligible (Project) Cost(s): $8,157.54
- Matching Grant Award: $4,078.77

- Owner/Resident: Steven Gentzler
- Address: 802 Springdale Circle
- Project: Replaced wood cedar shake roof and wood fence
- Eligible (Project) Cost(s): $9,138.75
- Matching Grant Award: $4,569.38

The PIP Selection Committee met on October 3, 2019, and January 10, 2020, and recommended approval of the grant awards (up to 50% of $5,000). If approved by the Village Council, the awardees will be mailed their check and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2020 Budget - General Fund.

ATTACHMENTS:

Property Improvement Grant Agreement - 334 Springdale Circle
334 Springdale Circle - Before and After Photos
Property Improvement Grant Agreement - 802 Springdale Circle
802 Springdale Circle - Before and After Photos

Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered this 3rd day of October, 2019, by and between the VILLAGE OF PALM SPRINGS and Veton Kuqi (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 334 Springdale Circle and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing shingled roof with new DaVinci Bellaforte Shake shingled roof or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $4,078.77. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: _____

Print Name: YETON KUQI

VILLAGE OF PALM SPRINGS

BY: _____ 10/31/2019

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10th day of October, 2019 by CLAUDIA M RUIZ (name of person acknowledging), who is personally known to me or who has produced FL DR LIC (type of identification) as identification.

_____

Signature of Notary Public – State of Florida

(SEAL)

CLAUDIA M RUIZ
MY COMMISSION # GG086936
EXPIRES March 26, 2021

BEFORE

AFTER

Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered this 17TH day of January, 2020, by and between the VILLAGE OF PALM SPRINGS and Steven Gentzler (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 802 Springdale Circle and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing mansard roof with new Davinci mansard roof or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $4,569.38. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: _____

Print Name: Steven Gentzler

VILLAGE OF PALM SPRINGS

BY: _____ 2/5/2020

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3 day of February, 2020, by Steven Gayle Gentzler (name of person acknowledging), who is personally known to me or who has produced FL. DR. Lic. (type of identification) as identification.

(SEAL)

MAYRA RAMIREZ
MY COMMISSION # GG088563
EXPIRES March 29, 2021

_____

Signature of Notary Public – State of Florida

Owner: Steven Gentzler Address: 802 Springdale Circle

Submittal Date: 12/02/2019

STEVEN GENTZLER has chosen GARABAR INC to REPLACE EXISTING SHINGLE ROOF WITH NEW SHINGLE ROOF

Contract Amount from GARABAR INC:

$9,500.00
- 361.25 (PERMIT & P/R FEE)
$9,138.75
/2 (50% of total project costs)
$4,569.38

****Receipts will determine correct total of reimbursement amount**

- Make sure you receive all receipts and/or contracts for all work and materials used on the job for reimbursement
- All receipts need to be legible for the committee to recommends reimbursement (make copies of receipts that might fade)

Village of Palm Springs
"a great place to call home"
Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

January 15, 2020

Steven Gentzler
802 Springdale circle
Palm Springs, Florida 33461

RE: Property Improvement Grant Application

Dear Mr. Gentzler:

Thank you for submitting an application for funding through the Village's Property Improvement Program (PIP). We appreciate that you are committed to improve the aesthetics and value of your property. The PIP Selection Committee evaluated your proposal and approved it for a matching grant this cycle.

Just a reminder that your project, as outlined in the grant application, must be completed by the end of August 2020. Completion means that all inspections have been passed and the permit closed. After passing the final inspection, please compile the necessary documentation (see attached checklist) and submit all the documents on a thumb drive or CD to the Planning, Zoning & Building office at your earliest convenience. Staff must review and verify your project expenditures prior to the beginning of September 2020 for a reimbursement check to be issued to you.

During your improvement project, the Village will post a sign in your front yard announcing that you are a grant recipient. It is our intent to award you the reimbursement check at a Village Council meeting, as the Councilmembers would like to thank you for your efforts.

Thank you for being a diligent property owner within the Village.

Congratulations,

Kim Glas-Castro, AICP LEED AP
Planning, Zoning & Building Director

201901536

Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org

VILLAGE OF PALM SPRINGS P Z & B DEPARTMENT DEC 02 2019 RECEIVED

PROPERTY IMPROVEMENT PROGRAM GRANT APPLICATION

FILE # _____ FEE RECEIPT # N/A

NAME OF PROPERTY OWNER Steven Gentzler

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: 802 Springdale Circle 80B Palm Springs Florida 33461

EMAIL: [redacted] PHONE: [redacted]

DRIVER LICENSE #: [redacted] DATE OF BIRTH: [redacted]

ADDRESS OF BUILDING 802 Springdale Circle 80B Palm Springs, Florida 33461

PROPERTY CONTROL NUMBER(S) 70-43-44-18-26-000-0802

STREET FRONTAGE(S) OF PROPERTY: Springdale Circle (Street Front)

DETAILED DESCRIPTION OF FAÇADE IMPROVEMENTS / PROPERTY UPGRADES: (attach if insufficient space)

To replace worn wood mansard roof with new mansard shake roof to improve the exterior visual appearance of our home and the community of Palm Springs.

TOTAL ESTIMATED COSTS OF PROJECT $ $9,000 - $10,000

MATCHING GRANT NOT TO EXCEED $ $5,000

Note: Owner may only apply for one matching grant in a given fiscal year.

* W9 with Social Security Number or Federal ID Number required of Grant Recipients, Grant Award is taxable.

I have read and fully understand the Property Improvement Program and agree to comply with the requirements of the grant as adopted by the Palm Springs Village Council via Resolutions 2015-16 and 2016-50 and 2018-37, and that I agree to comply with the matching grant guidelines.

Steven Gentzler
Applicant's Signature

Date: 11/25/19

Printed Name: _____

OWNER CERTIFICATION

I hereby authorize the submittal of the attached plans, specifications and samples for the proposed façade improvement project and understand that the Village of Palm Springs must approve them. I understand that no work shall begin until I have received written approval from the Village. I understand that this is a matching grant program, and that money is granted on a reimbursement basis, following completion of work. I further understand that the project must be completed within six months from issuance of a building permit (after grant is awarded), unless otherwise approved or extended. I understand that grant monies will not be paid until the project is completed. I also understand that improvements not formally approved by the Village will not be funded. I agree to maintain the completed project in its approved design and colors for a period of five (5) years from the date of completion. If the property is not maintained for a five-year period, I understand that the grant monies received from the Village are required to be returned. I also understand a W9 form with Social Security or Federal Tax Identification Number must be provided to the Village of Palm Springs for tax purposes.

Signed, sealed and delivered in the presence of:

Owner's Signature

Steven Gentzler
Owner's Name *(printed)*

Witness

[redacted]

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11/25/19 (date) by Steven Gayle Gentzler, who is personally known to me or who has produced FL. DR. LIC (type of identification) as identification and

who did (did not) take an oath.

Signature of person taking acknowledgement Claudia M. Ruiz

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number, if any _____

(SEAL)

CLAUDIA M RUIZ
MY COMMISSION # GG086936
EXPIRES March 26, 2021

Note: If Owner is a corporate entity/partnership/company, evidence must be provided demonstrating that the person executing the application is authorized to represent the corporation/partnership/company.

202000364

GARABAR, INC.
ROOFING AND GENERAL CONSTRUCTION
CCC1327252 | CGC1510976

3575 23rd Ave. S. Suite 101 | Lake Worth, Fl 33461
Tel: 561.337.6798 | Fax: 561.585.0051 | www.garabar.com

VILLAGE OF PALM SPRINGS
PZ&B DEPARTMENT
MAR 25 2020
RECEIVED

CONTRACT

Name: Steve Gentzler Phone: 317558[illegible] Email.: [illegible]gmail.com

Address: 802 Springdale Cir, Palm Springs

SPECIFICATIONS

New DaVinci Mansard - ALL Lumber included
Mansards & all trim "Bellatorte"
ALL trim included - Color "Autumn Brown Shake"

ALL Labor included - 12 yr. Warranty

No TEXtures

ALL permits included

Contract Amount and Draw Schedule $ 9500.; 3000 deposit; 3000 on permit.
Balance at completion

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to required building codes and standard practices. Any alteration or deviation from above specifications will be executed only upon written and signed change order, and if involving extra cost, will become an extra charge over and above the contract price and will be paid in advance. This contract constitutes the entire agreement between the parties and there are no oral promises outside of this contract. Any prior contracts, representations, statements, understandings or other communications not written into this contract are agreed to be immaterial, and not relied upon by any party, and do not survive the execution of this contract.

Garabar, Inc. shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, an inability to obtain materials from usual sources, or any other circumstances beyond the control of Garabar, Inc. Owner shall purchase and maintain Homeowner's Insurance sufficient to cover the value of the structure and work at all stages of completion.

Owner and Garabar, Inc. have the right to cancel this contract within three business days without penalty. Beyond this time the contract is considered to have commenced and cannot be canceled except by mutual written agreement of the parties . If this contract is canceled by Owner after 3 days, Owner shall pay to Garabar, Inc. fifteen (15) percent of the contract price. Both parties agree that under such circumstances damages would be difficult to calculate, that said amount constitutes liquidated damages, not a penalty, and that Garabar, Inc. agrees to accept such as a reasonable and just compensation for the value of investigations, consulting services, pre-construction services, lost opportunity, lost profit, and other damages. Failure to make payment pursuant to this contract shall be considered a breach of this contract and shall terminate all warranties and relieve Garabar, Inc. of any contractual obligations and liabilities. Interest shall accrue from the date payment is due at the maximum rate permitted under Florida law. Owner shall be liable for all costs, expenses, and reasonable attorney fees connected with enforcement of the contract and collection of any monies owed. If any provision of this contract should be held to be invalid or unenforceable, such provision shall be deemed stricken and the entire remainder of this contract shall remain in full force and effect.

ACCEPTANCE OF CONTRACT:
The prices, specifications, and conditions of this contract are hereby accepted. I acknowledge that I have read the contract provisions on the reverse side of this document.

ACCEPTED:

Owner's Signature	Date	Garabar, Inc	Date
[signature]	3/17/20	[signature] Tom S 5613524435	3-5-20 / 10-23-19

BEFORE

AFTER

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.3:

Approve Foreclosure Registration Process Agreement - Best Interest Acquisition - Community Champions Corporation & Property Registration Champions (PROCHAMPS)

SUMMARY:

In July 2016, the Village established Foreclosure Property Registration Program under Section 10-30 of the Village Code (Ordinance 2016-09) in an effort to ensure a clean and safe community as well as to contribute to our economic (re-)development goals. The program established a process to monitor and address unsafe conditions (i.e., accumulation of trash, debris, overgrown grass and bushes, unsecured swimming pools, vandalism, potential "squatting", etc.) on abandoned and distressed properties that have been foreclosed on and are the responsibility of banks, lenders and/or trustees.

The program, which is modeled after other programs within the County, requires lenders/financial institutions to provide basic maintenance responsibilities to ensure compliance with the Village Code, including regular inspections, property maintenance, and repair and posting of the property with contact information. An annual registration fee is required until the property is no longer in foreclosure or owned by the lender.

On October 13, 2016, the Village of Palm Springs entered into an Agreement with Community Champions Corporation (PROCHAMPS) to implement mortgagee registration of properties within the Village that are subject to foreclosure. Since contracting with PROCHAMPS, the foreclosure registration process has been successful as the Village's contracted vendor has obtained an 87% registration rate since 2016 (80% was expected). Currently, there are 65 properties within the Village that are in a state of mortgage default, according to the PROCHAMPS database. Further, 475 registrations have been paid since the inception of the

program and PROCHAMPS is pursuing the registration of the 9 properties that are not participating in the Village's program. Additionally, 444 properties have been sold or the foreclosures have been dismissed and are no longer required to be registered.

Note: While the number of foreclosures has declined in the past two years, it is anticipated that the economic impacts of COVID-19 will result in an increase in defaults and foreclosures in the next year. The number of mortgage delinquencies hit a 4-year high in April, but it is believed that the true impact of the economic shutdown has yet to emerge as a result of government relief programs. Further, it should also be noted that foreclosures within the State of Florida and Palm Beach County remain in default status longer than any other state within the country and it's not uncommon for a property to remain in default up to and beyond five (5) years.

The current Agreement is expected to expire on October 19, 2020 and it is recommended that the Village continue to contract with Community Champions Corporation as a Best Interest Acquisition due to the proposed vendor's unique database as well as the reasons outlined by the Village Attorney and Finance Director below, under the Village's Purchasing Code – Section 58-11 Best Interest Acquisitions, that enables the Council to contract for services without utilizing the competitive selection process with at least a four-fifths (4/5) affirmative vote.

Note: In 2016, the Village Attorney and the Finance Director reviewed the sole source letter from Community Champions as well as the selection by other local governments and determined that the Village consider approval of this vendor as a best interest acquisition company due to their unique property foreclosure database and relationship with various banks/mortgage companies.

If approved, the Village would accept Community Champions Corporation's terms, conditions and pricing therein. The term of the proposed contract would be for two (2) years and expire on August 19, 2022 with automatic renewal for another one (1) year term, 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 proposed Agreement was prepared by Community Champions Corporation and reviewed by the Planning, Zoning & Building Director, and the Village Attorney.

The Village has worked with the proposed vendor in the past and has received excellent service and a quality product.

FISCAL IMPACT:

The proposed request does not have a significant fiscal impact to the Village ($8,500 is projected within the proposed FY 2021 Budget).

ATTACHMENTS:

Proposed Agreement - Property Registration Champions (PROCHAMPS)

Foreclosure Registration Summary from PROCHAMPS
Sec. 58-11. Best Interest Acquisition - Purchasing Code
Sole Source Letter - PROCHAMPS
Village Code - Sec. 58-11 Best Interest Acquisitions

AGREEMENT BETWEEN
VILLAGE OF PALM SPRINGS, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

This Agreement is made as of this ___ day of _____, 20____ ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 ("**PRC**"), and the Village of Palm Springs, a Florida municipal corporation, with an address at 226 Cypress Lane, Palm Springs, Florida 33461 ("**COMMUNITY**").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 2016-09, (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the COMMUNITY can properly address violations of the COMMUNITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **PRC RESPONSIBILITIES.**

    a. PRC will cite the COMMUNITY's Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means in accordance with the Key Policy Requirements. PRC will electronically provide for registration of Properties in violation of Ordinance.

    b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars ($100.00) of each collected Fee and remit the balance to the COMMUNITY. Where the COMMUNITY requires registration by a Registrant but does not charge a fee, PRC shall collect one hundred dollars ($100) from the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.

d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).

e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.

f. Government entities, as the mortgagees, are required to register per the ordinance but will be exempt from the registration fee.

g. PRC responsibilities will commence on the Effective Date of this agreement.

2. **INDEMNIFICATION.**

a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

    a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.

    b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.

    c. COMMUNITY may, at any time, terminate this Agreement for convenience and without cause upon 30 days written notification to PRC.

4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

    a. COMMUNITY Ordinance No. 2016-09,
    entitled "Foreclosed Property Registration Program",
    dated: July 14, 2016

5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars ($1,000,000.00) to ensure COMMUNITY the indemnification specified herein.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Telephone No. (561) 965-4010
Attention: Village Manager

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. **AMENDMENTS.**

a. **AMENDMENTS TO AGREEMENT.** It is further agreed that 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 of equal dignity herewith.

b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars ($5.00) per property.

12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.

14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).

15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

AGREEMENT BETWEEN
VILLAGE OF PALM SPRINGS, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

_____ Date:_____

_____
Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

_____ Date: 7/23/2020
David Mulberry, President/CIO

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

Village of Palm Springs Dashboard

Current Year

Period	Paid Periods	Deregistered Properties	Active Violations
Jul 20	* 10	3	0
Jun 2020	18	3	0
May 2020	14	5	0
Apr 2020	8	7	0
Mar 2020	4	12	0
Feb 2020	6	4	0
Jan 2020	7	2	0
Total YTD	67	36	0

* The number of paid periods is an estimate based on payment commitments. Final payment numbers will be displayed after all payments are received and remitted, no later than the 15th of the following month.

Show CM Registrations ☐

Previous Years

Period	Paid Periods	Deregistered Properties
2019	85	58
2018	109	55
2017	142	48
2016	52	3

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Sec. 58-11. - Best interest acquisitions.

The Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

(Ord. No. 2014-11, § 2, 7-10-2014)

Note— See editor's note, § 58-10.

PROCHAMPS

July 20, 2020

Village of Palm Springs
C/O Kim Glas-Castro, Planning, Zoning & Building Director
VIA ELECTRONIC MAIL

Re: Property Registration Program

To Ms. Glas-Castro:

Please accept this letter as a formal request to make this purchase a single-source purchase contract, pursuant to Section 287.057(3)(c) of Florida Statutes. To the best of our knowledge, Property Registration Champions, LLC, DBA PROCHAMPS, is the sole provider of rental, defaulted, and vacant property registration services. More information is as follows:

1. **Contracting Organization:** The contracting organization responsible for this action is Property Registration Champions, LLC, DBA PROCHAMPS ("PRC").

2. **Description of Services:** The purpose of this contract is to establish a proactive registration program in order to promptly and efficiently address issues related to the maintenance of rental, defaulted, and vacant properties in the City. These services are in the best interest of the public health, safety, and welfare of the City.

3. **Authority:** The authority permitting the sole sourcing of services is Florida Statute, Title XIX, Chapter 287, Procurement of Personal Property and Services, Section 287.057(3)(c).

4. **Applicability of Authority:** PRC is the only qualified source that can provide these services in accordance with Florida Statutes and the City ordinances. Failure to award this contract to PRC may leave the community without the required services, and may increase the health, safety, and welfare issues in the City.

5. **Technical Requirements/Personnel Certification:** I hereby certify that any and all technical requirements and certifications are accurate.

6. **Contracting Officers Certification:** I hereby certify to the best of my knowledge this justification is accurate and complete.

Should you have any questions or concerns, please do not hesitate to reach out to me at dmulberry@prochamps.com or (321) 250-1977. Thank you for your continued partnership!

Sincerely,

David Mulberry
President

2725 Center Place
Melbourne, FL 32940

Sec. 58-11. Best Interest Acquisitions.

The Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. Sections 287.055 or 255.20, as amended. (Ordinance No. 2014-11)

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.4: Authorize Uniform Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – UniFirst Corporation

SUMMARY:

The Public Service Department, throughout the year, has a need to maintain a standardized appearance for all of the employees. This is achieved by utilizing a uniform company who can clean, and repair uniforms as they become damaged from daily work.

To ensure the lowest possible price, staff is recommending that the Village piggyback off of the current Sourcewell [Formely National Joint Powers Alliance (NPJA)] contract that was awarded to UniFirst Corporation. This selection by Sourcewell was completed through a competitive selection process - Uniforms with Related Products and Services (RFP 040920 - April 9, 2020).

Note: This contract was completed as part of the Sourcewell (purchasing) Cooperative (Co-Op) (Member #85582). The intent is to bring more than 50,000 cities, government, education and nonprofit members across the United States 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, which generally results in a lower total price than if the Village had obtained a price alone.

Within the FY 2020 Budget - General Fund and Water & Sewer Fund, the Village Council approved $26,200 to fund the cost of employee uniforms (i.e., leasing, cleaning, customizing, etc.) (on average, the Village has spent approximately $15,600 annually to support the cost of uniforms for our Public Service - Public Works and Utilities Maintenance staff). Through the proposed Sourcewell/NJPA Contract, the Village would be receive similar pricing under the new, proposed contract that we are currently receiving from our existing vendor, UniFirst.

If approved, the Village would accept UniFirst Corporations pricing by piggybacking the Sourcewell contract including all terms, conditions and pricing therein. The term of the proposed contract would expire on May 22, 2024, and this is the first of a four (4) year contract with with one (1) additional one (1) year renewal option. 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 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/Engineer, the Public Works Superintendent and the Finance Director.

The Village has worked with the proposed vendor in the past and has received good service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2020 Budget - General Fund & Water & Sewer Fund. The anticipated yearly cost for uniforms for Utilities and Public Works will be between $18,000 and $25,000.

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 - Unifirst Corporation
Sourcewell (NJPA) - Contract Award - UniFirst Corporation
Sourcewell (NJPA) - Invitation to Bid
Sourcewell (NJPA) - Bid Pricing - UniFirst Corporation

AGREEMENT FOR THE PURCHASE AND RENTAL OF UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

This Agreement for the purchase and rental of uniforms and uniform-related products and services ("Agreement" hereafter) is made as of the 31 day of 7, 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 **Unifirst Corporation**, 68 Jonspin Road, Wilmington, MA 01887 a company 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 supply and deliver uniforms and uniform-related products and services to the VILLAGE; and,

WHEREAS, Sourcewell, a service cooperative issued RFP #040920 for the procurement of uniforms and uniform-related products and services and awarded such RFP (collectively, the "Sourcewell RFP") to VENDOR; and

WHEREAS, pursuant to the Sourcewell RFP, Sourcewell and VENDOR executed a Agreement (the Sourcewell Agreement") that is not set to expire until May 22, 2024; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the procurement of uniforms and uniform-related products and services based on the terms and conditions of the Sourcewell Agreement and the pricing contained in VENDOR'S response to the Sourcewell RFP.

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. Sourcewell RFP, Agreement and VENDOR'S Response. The Sourcewell RFP, Sourcewell Agreement, and VENDOR'S response to the Sourcewell RFP are 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 set forth therein.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Sourcewell RFP and Agreement and pricing therein, the VENDOR shall supply and deliver uniforms as requested by the VILLAGE. The uniforms to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the Village Manager in accordance with the Sourcewell RFP and Agreement.

4. Agreement Documents and Conflict of Terms and Conditions. The Agreement Documents for this Agreement are compromised of the following:

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits);
C. Sourcewell RFP and Agreement (including all Agreement Documents as defined therein including the Bid documents); and,

The Agreement 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 industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Agreement Documents of this Agreement, the Agreement Documents of this Agreement shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This Agreement; and
C. The Sourcewell RFP and Agreement.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Sourcewell RFP and Agreement. VENDOR 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 Agreement Documents.

6.2 VENDOR shall maintain the insurance as required by the Sourcewell RFP. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement 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 Agreement.

6.4 Counterparts: This Agreement 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 Agreement; Amendment and Waiver: This Agreement (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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement 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 Agreement 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 Agreement.

6.6 Successors and Assigns: This Agreement 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 Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement 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 Agreement 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: The effective date of this Agreement is the date the Agreement is approved by the Village Manager. The Agreement will terminate on the same termination date as provided in the Sourcewell Agreement, or as it may be extended, unless terminated earlier pursuant to the terms herein or in the Sourcewell Agreement.

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 Agreement and following completion of this Agreement if the Auditor does not transfer the records to the Village.

(d) Upon completion of this Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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 Agreement 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.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sourcewell RFP and subsequent Agreement and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the uniforms purchased or rented to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list. VENDOR 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, 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.

11. The VILLAGE 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: **UNIFIRST CORPORATION**

By: _____

Print Name: Herbert Ackerman

Title: Location Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this _____ this 11th day of August, 2020, by Logan Weber.

_____
(Signature of Notary Public-State of Florida)

LOGAN BAYLEE WEBER
Notary Public-State of Florida
Commission # GG 928203
My Commission Expires
October 31, 2023

(Print, type, or stamp commissioned name of
Notary public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

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Solicitation Number: RFP #040920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will identified as Products or Services in this Contract.

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All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Products and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

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delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Products. In the event of the delivery of nonconforming Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Products with conforming Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Products or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

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Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

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Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Products or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 6/18/2020 | 12:51 PM CDT

UniFirst Corporation

DocuSigned by:
By: David M. Katz
C1504866F1CF420...
David M. Katz
Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:07 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A84CC...
Chad Coauette
Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

DocuSign Envelope ID: 0951AD1D-1331-4596-99B1-9176DE861CDB

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

Company Name:	UniFirst Corporation
Address:	68 Jonspin Rd Wilmington, MA 01887
Contact:	Jesse Daggett
Email:	jesse_daggett@unifirst.com
Phone:	903-279-1442
HST#:	

Submission Details

Created On:	Thursday February 20, 2020 09:21:55
Submitted On:	Thursday April 09, 2020 15:36:34
Submitted By:	Robert Crossley
Email:	Robert_Crossley@unifirst.com
Transaction #:	2cb92d0d-ebf9-4035-9d00-4471a5f74575
Submitter's IP Address:	207.126.196.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	UniFirst Corporation	*
2	Proposer Address:	68 Jonspin Road Wilmington, MA 01860	*
3	Proposer website address:	https://unifirst.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Vice President Sales & Marketing 68 Jonspin Road Wilmington, MA 01860 David_Katz@UNIFIRST.COM 800-347-7888	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Daggett Preferred Vendor Business Development Manager 68 Jonspin Road Wilmington, MA 01860 Tel: 800-934-8641 Cell: 903-279-1442 Jesse_Daggett@UniFirst.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Weiss Director, National Account Sales UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 800-347-7888 jweiss@UniFirst.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and one of the fastest growing companies in the $13 billion Uniform Services business. As the only public company within its industry to grow revenues every year since we started in 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada. UniFirst is dedicated to excellence in service and total customer satisfaction. For 83 years we've known the importance of excellent customer service and we've dedicated ourselves to achieving it. Now in our ninth decade of service we continue working toward perfecting the process. UniFirst's overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year-to-year. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry. Our "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors. Our corporate mission is to be recognized as the leading provider of quality uniform products and services for business. Our careful focus on serving each customer's special needs and providing total satisfaction enables us to grow, to provide an equitable return on investment, and to create opportunities for our team partners. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics. * With a core business dedicated to the rental, lease, and sale of work clothing, uniforms, and career wear to business, we recognize that our continued success depends on the skill, creativity and initiative of all our team partners. That is why we are constantly seeking bright, talented, self-motivated individuals to help us extend our record of success in the 21st century. A difference that UniFirst offers can be looked at as a basic philosophy of doing business. This basic philosophy is summed up with three main thoughts; honesty, mutual trust and respect, and results for today and tomorrow. While these thoughts may seem sentimental and overused they form the foundation for how we approach day-to-day business at UniFirst. You will not hear UniFirst over commit just to win your business. We will honestly tell you what we can and what we cannot do. We feel that this is the only way to earn your business. UniFirst feels that a relationship built on mutual trust and respect will allow both parties to accomplish their necessary objectives. No one wins if one party to an agreement loses. Because all of our business partnerships begin with an honest commitment to what we can and cannot do, trust and respect naturally develop between UniFirst and our customers. While the program that we put in place addresses today's objectives we must constantly be looking to solving tomorrow's challenges. That means finding new technology, new products and services but most of all it means having a relationship that fosters commitment to meet tomorrow's requirements. UniFirst is committed to making this a long-term relationship. We want to be business partners for a long time.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Products Standard Work-wear: From factory coveralls, to lab coats, to foodservice smocks – UniFirst's Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process. Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 67% of its overall industrial garment needs. Flame Resistant Apparel: Wherever business is hot (literally), UniFirst is on the job. Our flame-resistant apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable,

but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame Resistant Apparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

Services
When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

Rent, lease, or buy work uniforms
Sourcewell’s Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape.

Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more.

UniFirst full service uniform rental programs include:
When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member’s choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member’s employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

How our rental programs work
More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get: *
- Professional on-site needs analysis
- More than 40,000 in-stock product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Professional laundering and finishing
- Regularly scheduled uniform deliveries and product replenishment

- Inspection of all work clothing for rips, flaws, missing buttons, etc.
- Automatic garment repairs
- Automatic replacement of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer.
For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.

Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments.

UniFirst Val-U-Lease uniform programs include:
Depending upon individual needs, your Members may prefer our Val-U-Lease program. They will enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if they need occasional laundering, we can arrange that, too. And you'll still receive our uniform repair, replacement, and other maintenance services, as needed.
How our Val-U-Lease programs work
Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. Your Members are only billed for the number of workers actually "in uniform." Idle clothing costs are avoided, and they get top-quality, stylish uniforms of their choice… complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
Your Members will get three dedicated UniFirst professionals working on their account at all times. There's a dependable Route Service Representative who'll keep their program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that they are getting everything they need when they need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow your Members to outfit their staff at competitive prices. And if they require occasional laundering or other garment services, we can provide that too.

For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

		Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for purchase. Your Members may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.	
9	What are your company's expectations in the event of an award?	In the 9 years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding $10M. In the event we're able to re-secure Sourcewell' s uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past 9 years.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached "UniFirst FY 2019 Annual Report," And the "UniFirst Standard Bank and Credit Responses'" file. UniFirst's Dunn and Bradstreet Rating 5A2 UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best in class service from the Premium Supplier in the industry for the life of the facility service partnership. We are also the quality leader in the industry. Our executive focus and capital investment is all directed into improving our Laundry operations and customer experience. 95% of our revenues are from our core competency - rental laundry programs. Compared to our top two competitors, rental laundry represents roughly 77% of Cintas's revenue and only 9% of Aramark's revenue. Our financial position compared to our top two competitors with Aramark carrying $7.87 billion and Cintas carrying $2.54 billion in debt, with their efforts to reduce their debt burden, limits their ability to reinvest in their laundry infrastructure and customer's inventories. Ensuring quality, starts with product selection and account set-up. Unlike many of our competitors that have invested resources in other lines of business such as food related services, fire extinguishers, bathroom & carpet cleaning and put in place lucrative commission structures for their drivers to cross sell to their existing customer base, UniFirst's primary business is Laundry. Each Route Service rep is judged and bonused each year on the customer retention numbers within their given route with top performers who keep 100% of their customers each year rewarded with a 5 night trip to a luxury resort to celebrate their accomplishment (The Cove at the Atlantis Bahamas in 2019). That commitment to excellence for our customers was built from the ground up by our founding family (and the majority shareholders in our company) based on our founding Core Values (which remain in place today): Customer Focus, Respect for Others, and Commitment to Quality. UniFirst's primary business objective is to provide its customers with only the best services possible, along with great-looking, image-enhancing uniforms, work clothing, and facility service items. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal for UniFirst: to become universally recognized as the best service provider in our industry. To accomplish that goal, we have the largest network of ISO certified laundering plants in our industry. UniFirst maintains 260 facilities throughout North America. By having our plants ISO certified, we help ensure a consistency of quality that supports our commitment to providing best-in-class service and products to all of our customers. Each of our customer-servicing plant operations earned the internationally recognized ISO 9001 certification. The majority of our company-owned manufacturing facilities operate within ISO 9001:2015 certified quality management systems. ISO certification requires operations to document and follow workflow processes in detail in order to maintain ongoing maximized efficiencies in processes and productivity. ISO certifications can only be earned (and maintained) following in-depth quality and conformance audits by a recognized third-party certifying authority. UniFirst also maintains a state-of-the-art distribution center in Owensboro, Kentucky and has one plant in Cave City, Arkansas that specifically manufactures its own line (approximately 97% of the mats we place in service), of high-quality commercial floor mats. ISO 9001:2015 Certification, validates the fact that UniFirst has continuous improvement processes in place "to ensure that we consistently meet or exceed all of our customer's expectations." In-house manufacturing, producing millions of products annually, provides a unique level of vertical integration that not only lowers the cost for our customers, but also permits the creation of custom-designed mats for image-conscious companies.	*

11	What is your US market share for the solutions that you are proposing?	16%	*
12	What is your Canadian market share for the solutions that you are proposing?	17%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We manufactured approximately 67% of the garments we placed in service during the fiscal year ended August 31, 2019 ("fiscal 2019"). These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. That means the products are made to withstand the punishing industrial laundry process. We also include products from other fine manufacturers noted for work wear quality and toughness. The Company operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000-plus team partners. Our business is the Rental, Lease and Sale of work clothing, uniforms, protective apparel, career-wear, and facility services products to businesses in virtually all industrial categories.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services. UniFirst operates the largest network of ISO 9001:2015 certified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certifiec. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls. UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst belongs to the following Associations: Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance. Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green SealTM certified Eco-LogoM certified Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute), We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).	*

16	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	UniFirst operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000 team partners. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years, of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs Facility Services Floor Mat Services • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • “WET AREA” MATS • MESSAGE & LOGO MATS Floor Mop Services • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services • SHOP TOWELS • MICROFIBER TOWELS Restroom Services • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services Safety & PPE • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources. We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we receive every year. UniFirst has secured the No. 9 spot on Apparel magazine’s “Top 50” apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America’s top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least $100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America’s most popular clothing companies including Nike, Canadian Goose, and lululemon athletica. In 2019 UniFirst was, once again, named by Selling Power magazine as one of the top companies to sell for in America. That’s 16 years in a row. Top 5, A+ ranking on list of “America’s Most Trustworthy Public Companies” (TGF Analytics). Forbes’ Platinum 400 List “Best Big Companies in America.” Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of “America's Best Large Employers” for 2019. The list ranks the top 500 employers across 25 different industries in the United States… Glassdoor’s “25 Best Companies for Career Opportunities” list. UniFirst Ranked by Newsweek as One of “America's Best Customer Service” Providers 2020. UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States… Boston Globe’s “Top 100 Performing Companies” list. All companies on the list are judged by their increased sales, profits, and return on shareholder’s equity. Capital IQ, a Standard & Poor’s business, provided the analytics for this year’s Globe 100 using Securities and Exchange Commission filings and corporate reports. UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association). UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign. This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals. UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year…	*
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales falls under “Other” (16%), which includes: • Oil and Gas Extraction, • Government, Retail, • Other Industries	*
20	What percentage of your sales are to the education sector in the past three years	The Education sector sales (15%), falls under “General Services,” which includes: • Business Services • Health and Educational Services	*

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Jacksonville	Richard Woodroof- City Manager	910-938-5200	*
City of Wilmington	Ellen McGowan- Sr Finance	910-343-1069	*
City of Germantown	Cathryn Perdue, CPPB, SPSM, Assistant Director of Procurement	P: (901) 751-7601	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	$1,905 (Average weekly invoice)	$297,201	*
Not for Publication	Non-Profit	Washington - WA	Uniform/Facility Services Rental	$1,874 (Average weekly invoice)	$292,288	*
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	$1,650 (Average weekly invoice)	$257,451	*
Not for Publication	Government	North Carolina - NC	Uniform/Facility Services Rental	$678 (Average weekly invoice)	$105,710	*
Not for Publication	Education	California - CA	Uniform/Facility Services Rental	$672 (Average weekly invoice)	$104,836	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Direct employees across the US and Canada for Sales = 1230, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

26	Dealer network or other distribution methods.	We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas. We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers. This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers. Fast, accurate delivery -- UniFirst has invested over $35 million in the state-off-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days. UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. We invite you to view our Owensboro six minute video tour at the following URL: http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/ In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 260 Locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.	*
27	Service force.	1531 SERVICE	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement. UniFirst's business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded). To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member's employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters in all sites so that local people know who to contact for assistance and how to contact them. Your members experience countless customer interactions every day, so it's important that all of their team members look their best. As your uniform and facility services provider it's our job to make that happen. To accomplish this, we take a team approach to servicing your accounts. Your local UniFirst service team consists of the following trained service professionals working on your Member's account all the time.... *Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking-up dirty uniforms and delivering clean ones. There're also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst. *Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it. *Customer Service Rep . . . available to provide immediate telephone assistance. In addition, this local team is aided by the National Account Service Team. Led by Sourcewell's dedicated Account Executive, this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member's issue is resolved to their satisfaction, quickly and efficiently. Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Jesse Daggett (contact via Hotline) or jesse_daggett@UniFirst.com Service Hotline: 877-382-4629 If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.	*
29	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and your participating entities across the United States. We directly provide service in 45 US States (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.	*
30	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rental laundry facilities are located to provide products and services to your participating entities across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver and Kelowna. More than 85% of Canada's population can be served from these facilities. UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our network of over 260 locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.	*

32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas. Further discussions are required for participating entities who are solely located in either Hawaii or Alaska. Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success. Our marketing material is simple and effective and speaks to the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success. We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics in 2020. This integration, planned for FY20, will provide additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect "nurturing" opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results. UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today's digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*

37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase. Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority. UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer's graphics and content. Your Customer's logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer. Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits. Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in. A brief list of e-procurement storefront features and capabilities include: • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer's balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UniFirst can provide training or instruction of our goods and services through the local Service Centers. At the time of your Member's transition. The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance. For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are. We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings; and, a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and, ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive. Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to scheduled and coordinated.	

Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. …) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled “Welcome to UniFirst” will also be left in each functional area.

Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program.

We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member’s service team will consist of… *

• Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it.
• Customer Service Reps . . . Committed to exceeding your Member’s expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have.
• Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member’s program. In addition, he/she will audit performance and work to ensure that we perform up to your Member’s expectations.

To assist and guide your Member’s team through a Direct Purchase program we can provide them with”

• A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one or two day training session.

• Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed.

• Provide documentation to highlight the one... two … three’s… of the storefront and the ordering process

• Or, if they decide to go it alone their storefront will be designed with an easy to access help feature

• Our professionally trained Customer Service Representative are ready to resolve any problems your Member’s may have

UniFirst can help you design a training program to fit your Member’s needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions.

We can also provide instruction on how to access the portals for reporting or direct purchase programs.

39	Describe any technological advances that your proposed products or services offer.	UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference. The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use “Roadnet® Route Optimization,” which consolidates routes for increased efficiencies. By driving significantly fewer miles, we’re drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We’re driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers. UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable…CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member’s program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member’s account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member’s programs consistently across all of their locations. UniFirst’s proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy. When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member’s employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).
40	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental Stewardship UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a “greener” and more environmentally friendly Company. We were also one of the first members of the EPA’s Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.* 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). * All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.). From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste.

Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources.
We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting.

Environmental Sustainability
Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally-friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally-friendly Company in all aspects of our operations.
Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 260 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals…all we do consistently takes environmental sustainability into consideration.

Our Values
From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion dollar industry leader in the Uniform and Textile Services business. In part, our modern day success story is a result of our following the three Core Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:
1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.
In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."
1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office
In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations. *

Additionally, all 260 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO_2 each year.

Uniforms, Work Apparel
Compared to purchasing, renting uniforms saves energy and decreases natural resource

consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.

When appropriate, we also refurbish and transform pre-worn customer apparel into “like new” offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a “second life.”

Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing “longevity” in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We’ve also computerized our textile cutting systems to assure minimal waste of fabric and our “modular” assembly construction process maximizes efficiencies and the overall use of resources.

Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.

Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And, we’re currently on schedule to have all our laundering service facilities ISO certified as well.

Ancillary Products

UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they’re included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council.

(*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high performance green buildings.)

Floor Mats

Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals.

We manufacture all our floor mats to last for at least five years, and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the “waste stream.”

Microfiber Mop/Wiper Technology

Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria.

The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent.

Hand Towels and Sanitary Tissue

Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration.

Soaps and Hand Care

Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of “green” and biodegradable hand cleaning/disinfecting products. GOJO’s Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste

Odor Control Systems

We offer three, environmentally-conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally-friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.

41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a supplier of work apparel programs, UniFirst possesses a wide-range of experience encompassing many industries, types of garments and users. In particular, we believe there are several points which uniquely qualify us to meet Sourcewell's requirements: Wearer sensitivity: We have extensive rental service operations throughout the United States and Canada. Every day nearly 2 million people wear a UniFirst rental uniform at work. And via our route delivery and sales organization we are in direct contact with many of them on a week-to-week basis. That means were constantly getting real time feedback from people wearing our clothes regarding their likes and dislikes, approvals and disapproval's, satisfactions and dissatisfactions. This constant stream of input allows us to constantly adjust both garments and garment programs to achieve greater wearer satisfaction. And what we learn from our rental wearers, we can directly apply to better serve the interests of our direct purchase program wearers whom we may not see every week. Self-Manufacturer: UniFirst presently makes over 75% of the shirts and pants used in its rental service programs and approximately 55% of the garments that it provides to all of its customers. This significant experience in making clothing gives us greater flexibility in creating custom programs for special customers and our significant size as a garment purchaser gives us leverage with subcontractors and suppliers when we're designing multi-faceted programs. Custom personalization: is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. Our in-house graphics staff creates and digitizes scores of new customer personalization designs on a daily basis. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. Pressing of all shirts (US only, not in Canada): Provides a clean, professional appearance for all employees. Important if employees come in regular contact with both customers and prospective customers. Employees who look and feel good have higher morale and productivity. Pressing also allows us additional time to examine the garment for needed repairs. This additional step, that only this Vendor provides, allows us to catch those needed repairs that might otherwise slip through the cracks. Our pressing service is provided at no additional cost to our Clients. Control cost overruns: Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence. Our detailed reporting capability will allow you to identify the specific individual responsible for the loss or damage of a given garment, which in turn, will provide your management team with the information necessary to allow them to work with their employees to minimize these charges. Proprietary Bar Code Scanning System: UniFirst's proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. Guaranteed rates and charges: Our proprietary Account Management System (AMS) guarantees only the charges authorized and specified in our service agreement can be invoiced. Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the client. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. Customer Satisfaction System: No one works harder at making certain customers are	*

		satisfied than UniFirst. We don't wait for problems to come to us, we go out looking for them. Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about. It benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating. Individual wearer survey cards are distributed approximately 2 times per year to assess wearer satisfaction or concerns. ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO 9001:2015 certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO certification ensures that consistently high quality manufactured garments will be delivered to the Client in a timely manner, through a proven documented distribution system. Speed of Service: Perhaps most important of all - particularly for a perspective customer with many geographically distributed operating locations - is a supplier's ability to deliver clothing quickly, completely and accurately. And here is where UniFirst has a leg-up on the competition. Our 320,000 square foot state-of-the-art distribution center in Owensboro, KY is the most modern and advanced in our industry, bringing "next generation" systems to the picking, personalization, packing and shipping of work clothing items. Designed specifically to accommodate the special need of both rental and direct purchase customers, this facility can process orders, including those with custom personalization, faster than any other in our industry. That means quicker delivery to every ordering location and higher levels of satisfaction for both wearers and the companies that employ them.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	All items of Merchandise delivered by UniFirst will conform to Sourcewell's specifications set forth in our National Service Agreement and meet or exceed customary industry standards of quality, or non-conforming items will be replaced by UniFirst by the following normal delivery at no cost. All of the Services performed shall be executed in a good and workmanlike manner by qualified and careful workers, in accordance with industry standards of care and diligence normally practiced by firms performing services of a similar nature and in accordance with this Agreement.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered "Damaged." Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles, and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered "Damaged" if the modification inhibits the ability to re-issue the garment to another customer. This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criteria, a garment will be deemed as "damaged beyond repair" for any of the following: • Any hole or tear regardless of size • Any single pen mark larger than one and one half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination	*

46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to an Industrial Landry Program. At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And, we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention. UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. For shirts the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel For pants the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked-up on Tuesday, will be repaired and returned the following Tuesday. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.	*
47	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to an Industrial Landry Program. UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*

49	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary	*
50	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option, a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing "World Class" service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.	*
52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	There are multiple ordering approaches which might be of interest to you under the proposed program. They are listed below along with the primary advantages associated with each. Rental: • Route Service Representative: Speed, accuracy, and immediate sizing • Phone-Primary Advantages: Speed and interactivity, faxed confirmation • Fax-Primary Advantages: Speed and accuracy, faxed confirmation Direct Sale: • Custom Store Front/Internet: This on-line ordering has the primary advantages of: convenience, interactivity, colored pictures, descriptions, sizes, allowance programs, spending limits, multiple payment methods, program management/accountability, secure - Verisign® • Custom Brochure/Mail In: Available to all employees with or without internet access, color picture, descriptions, prices, includes pre-printed order forms, and convenience • Mail: Accuracy, faxed confirmation • Phone: Speed and interactivity, faxed confirmation • Fax: Speed and accuracy, faxed confirmation • E-Mail: Speed, accuracy, electronic record, electronic confirmation	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-cared. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third party vendors. As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement. Once our agreement is finalized our Account Management System ensures that only those products and prices enabled in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations, is guaranteed. All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations. Rental Services Include: » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market; i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%. We have included a comparison in the price list to show program rates vs standard local rates savings.	*

57	Describe any quantity or volume discounts or rebate programs that you offer.	A. Rental. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the weekly rental revenues paid by each such Participating Entity exceeds $2,000.00 per week, for a minimum of thirteen (13) weeks. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and, for purposes hereof, the phrase "weekly rental revenues" shall be defined to mean the total weekly invoice value, less any sums invoiced for loss / damage replacement, garment preparation, emblem, outsize garment, DEFE, minimum service charges, sale of disposable products, well as any applicable sales /use taxes. B. Direct. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the total direct product purchases of each such Participating Entity exceeds $104,000.00 per calendar year. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and "total direct product purchases" shall not be inclusive of any applicable sales/use taxes.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	UniFirst is a full-service provider of textile services, with much of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent, and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers. In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached "Sourcewell Proposal," for a complete listing of all the associated Service Charges.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rental: The delivery cost is included in the weekly rental rate. Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice. • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case by case basis and we will pass along the true cost of shipping.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members. Our proposal represents "Best in Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services: • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMSIMozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long term vendor partners, our catalog is essentially limitless, Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by Leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell an administrative fee of 2.0% (Two Percent) of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges, With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Performance will be measured according to the following standards: A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include: 1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on time installation rate for new locations is 98%. 2. Issue Resolution All service related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction. The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions.	

a. On Time Delivery and Pick Up:
A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement.

Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

b. Service For New Employees:
New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule.

Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:
Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs. *

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment
A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy
Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a $6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about.

		But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.	
67	Describe your unique product attributes and advances, including specific examples related to product longevity or wear-resistance.	With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.	*
68	Describe how your direct buy, rental, and/or leasing solutions complement the value of your program and offerings.	UniFirst has a long and proud tradition of providing quality uniforms, Job-Fitted Work Clothes® and other image and safety enhancing workwear to businesses of all sizes and types. From industrial work shirts and pants, to work jackets and coveralls, to polos and executive wear, to lab coats and food service smocks - UniFirst offers work uniforms for virtually every occupation. Beyond a complete selection of the best work uniforms available, UniFirst also provides accessories like gloves, hats, and protective gear—making "single source workwear solutions" more than just a marketing slogan. We manufacture our work apparel in ISO certified facilities to ensure we consistently provide the most important garment features, benefits, and fabrics as defined by our customers. That's why the UniFirst family of workwear brands boasts unrivaled styling, comfort, durability, and protection; as well as wearer-friendly features like roomier cuts, more stitches per inch, and premium construction. And we supplement our own workwear product lines with those of other leading brands. So no matter the needs, UniFirst has the solutions customers demand. Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape. Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. Learn more about our Uniform Rental programs. UniFirst full service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). How our rental programs work More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get: • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Sales Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments. UniFirst Val-U-Lease uniform programs include: Depending upon individual needs, you may prefer our Val-U-Lease program. You enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if you need occasional laundering, we can arrange that, too. And you'll still receive our uniform	*

repair, replacement, and other maintenance services, as needed.
How our Val-U-Lease programs work
Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. You're only billed for the number of workers actually “in uniform.” Idle clothing costs are avoided, and you get top-quality, stylish uniforms of your choice… complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
You'll get three dedicated UniFirst professionals working on your account at all times. There’s a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you’re getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow you to outfit your staff at competitive prices. And if you require occasional laundering or other garment services, we can provide that too. Learn more about our Uniform Purchase programs.

UniFirst Direct Purchase programs include:
For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.

All our uniform rental items are available for purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.

69	Describe any unique advantages that your offering provides in terms of customization, personalization, alteration, fitting, and/or sizing.	Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents and advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery. Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel. Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. We invite you to view our Owensboro six minute video tour at the link listed below. http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/ For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error. Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure. For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process.	*
70	Describe any unique advantages that your offering provides in terms of laundering, cleaning, mending and/or repair services.	The Company's commitment is to provide top-quality service to businesses in a broad range of industries that require superior work clothing, career apparel programs, and other managed services. The major portion of the Company's business is Rental Service Programs, which provide customers with all necessary products plus weekly cleaning, maintenance, and any needed replacements for an affordable weekly fee. UniFirst leads the industrial laundry industry with our technology and reporting capabilities which gives your Member's management the tools needed to impact their spend level. UniFirst operates the largest network of ISO certified laundry facilities in the world. Our strict adherence to our SOP's ensure our national customers receive consistent and predictable quality coast-to-coast. At UniFirst, the finishing process is unique to the industry because every shirt that we finish is professionally pressed (not in Canada), as opposed to the traditional tunnel finishing processes employed by our competitors. The vary process that occurs as our shirt pressing equipment is "dressed" by our operator requires that the top button is closed, and the dress collars are hand shaped. Once these inspection points are completed, the front of the shirt is completely inspected, including emblem affixation and quality. The bottom shirt tails and sleeves are clipped to complete the initial shirt press process. The UniFirst "Ten-Point" Inspection process and "Change-As-Needed" programs are employed to identify product defects so that your Memberss can focus on their Clients. UniFirst's exclusive "mend system" provides (at no cost to your Members), for a comprehensive "Ten-Point" inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of your Members. Some Customers	

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require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst.

Our “Change-As-Needed” system provides (at no cost to your Members), for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor’s bill out as “damage” is actually the result of worn out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with “new” garments.

UniFirst also recognizes that not every employee stays the same size over time, so we provide (at no cost to your Members), for clothing size exchanges to your Member’s employees whenever necessary.

We commit to reinvesting 18% of revenues back into your garment inventory. The consistent upgrades (at no cost to your Members), keep your Member’s inventory above the image and safety threshold where our competitors fall after the first couple years of service. We, at UniFirst, would be privileged to have the opportunity to host a tour of one of our operating facilities to demonstrate our competitive advantages in terms of garment finish quality and more importantly to you, finish appearance.

At every UniFirst ISO certified laundry facility, every single item is carefully sorted and placed into specially designed slings that are weighed before being sent to one of 14 different washers with capacities ranging from 75 to 700 pounds. Each wash lot is tagged as to the type of content and soiling so that operators can instruct a pre-programmed computer to use the correct wash formula for that particular load. *

Under this system, there’s virtually no opportunity for human error. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to pre-programmed computerized driers.

The automation process is extremely precise, and it allows UniFirst personnel to monitor each process from start to finish to ensure overall quality—from the most efficient use of energy and wash chemicals to the overall level of cleanliness. Should any minor error or malfunction occur, such as water not reaching a specific temperature, an alarm sounds and the entire process comes to an immediate halt until the problem is fixed.

The following controls are used to limit loss and damage.

- All garments are counted at Customer pick-up, again upon receipt at our plant and again at delivery . . . all documented on the weekly service invoice.

- All garments are individually barcoded to identify specific location, day of service and individual employee.

- Our UniTrack bar coding system provides an accurate pickup and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on their premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the ember to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.

- Internal garment control systems back at our service center are designed to eliminate delivery shortages

- Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence

- Garment lockers are available to secure clean garments and for better housekeeping of soiled garments.

- Lost Damage Report - provides a detailed summary (monthly or quarterly) of the lost and damage charges invoiced for each Member’s site. The report shows the garment information as well as the employee name.

We are committed to conducting our business in a fair, honest and responsible manner in accordance with all environmental and governmental regulations and with the highest standards of business ethics. UniFirst stresses energy conservation measures throughout all its facilities. Our laundry production facilities feature

		computerized processing equipment that ensures these operations are not wasteful in any way with respect to fuel and energy usage. With 260 locations throughout North America, we have also found that seemingly small conservation measures, such as installing energy efficient equipment, motion-activated lighting, and automated thermostats, are cumulatively producing big savings. We also make sure that each of our fleet of customer delivery and support vehicles follows proper maintenance schedules, and that all of our drivers follow best practices for vehicle fuel performance.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability UniFirst.zip - Wednesday April 08, 2020 13:05:35
- Marketing Plan/Samples - Sourcewell sample welcome kit.pdf - Wednesday April 08, 2020 16:19:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Sourcewell Proposal.docx - Thursday April 09, 2020 14:04:22
- Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Vice President Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Uniforms_RFP040920 Fri April 3 2020 12:04 PM	☑	1
Addendum_6_Uniforms_RFP040920 Thu April 2 2020 08:09 AM	☑	3
Addendum_5_Uniforms_RFP040920 Thu March 19 2020 10:46 AM	☑	1
Addendum_4_Uniforms_RFP040920 Tue March 3 2020 11:20 AM	☑	2
Addendum_3_Uniforms_RFP040920 Thu February 27 2020 04:04 PM	☑	1
Addendum_2_Uniforms_RFP040920 Fri February 21 2020 02:33 PM	☑	1
Addendum_1_Uniforms_RFP040920 Thu February 20 2020 03:41 PM	☑	1

RFP #040920
REQUEST FOR PROPOSALS
for
Uniforms with Related Products and Services

Proposal Due Date: April 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Uniforms with Related Products and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 20, 2020
Pre-proposal Conference:	March 11, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	April 1, 2020, 4:30 p.m., Central Time
Proposal Due Date:	**April 9, 2020**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 9, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms with Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Uniforms with Related Products and Services, including, but not to be limited to:

a. Uniform apparel, uniform accessories, and footwear for the following uses and applications:

   i. Transportation, automotive, fleet, public works and utilities, manufacturing, and warehouse personnel;
   ii. Parks & Recreation, facilities or grounds maintenance and custodial, administrative, and mailroom personnel;
   iii. Healthcare and food service personnel;
   iv. Public safety personnel (fire, law enforcement, EMS, tactical, corrections, and security);
   v. Athletic and physical education competition and participation; and,
   vi. Educational, academic and performing arts participation and events.

b. Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in a. above;

c. Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in a. above;

d. Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in a. above; and,

e. Proposers may also include an incidental offering of facility supplies and related services (floor mats, mops, cleaning supplies, and related items) complementary to the offering of the uniform apparel, uniform accessories, and footwear described in a. above. The primary focus of this solicitation is on Uniforms with Related Products and Services.

2. This solicitation does not include the equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $50 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. The Proposer's pricing must be stated in U.S. and Canadian dollars (as applicable); and
4. All proposed pricing must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the

Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible

when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential nonpublic, either substantially or in their entirety.

2/20/2020

Addendum No. 1
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to download the questionnaire tables from the Portal?

Answer 1:

After selecting “Start Submission”, a proposer may navigate to Step 4 – “Preview Bid” and select “Preview My Bid in PDF” if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 2/20/2020, is required at the time of proposal submittal.

2/21/2020

Addendum No. 2
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to bid for only purchase of items, rather than rental and purchase? Or is supplying rental items required?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "… the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible items within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 2/21/2020, is required at the time of proposal submittal.

2/27/2020

Addendum No. 3
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a list of items and brands that are requested? It is needed to give an accurate cost of these items.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 2/27/2020, is required at the time of proposal submittal.

3/3/2020

Addendum No. 4
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we required to provide a specific list of our dealer network with our response? Or can this list be generated as participating entities determine how they would like to be serviced (i.e. local brick & mortar, industrial laundry, e-commerce, etc.)?

Answer 1:

It is left to the discretion of the proposer to determine the information necessary to best describe the network of dealers, resellers, and/or subcontractors that will be available to service Sourcewell Participating Entities as described in RFP Section II., B. Proposals will be evaluated based on the criteria stated in the RFP.

Refer also to Sourcewell Contract Template Section 2., C. – Dealers, Distributors, and/or Resellers. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

Can our dealer network pay the administrative fees and provide the quarterly sales reporting directly to Sourcewell or is the payment and reporting required to come from the contract holder?

Answer 2:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 3/3/2020, is required at the time of proposal submittal.

3/19/2020

Addendum No. 5
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Due to issues related to Covid-19, will the deadline of the RFP submissions be extended?

Answer 1:

Sourcewell is monitoring the circumstances presented by the COVID-19 pandemic. Based on the remaining time allowed, and the availability of the Sourcewell Procurement Portal for 24/7 remote access with the ability of multiple account contacts to collaborate, an extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 3/19/2020, is required at the time of proposal submittal.

4/2/2020
Addendum No. 6
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are contract holders permitted to decline sales orders from participating entities? If so, what are the limitations, if any, for a contract holder declining sales to a participating entity?

Answer 1:

Refer to the Sourcewell template Contract, Section 5. A. – Participation, relating to an awarded vendor's obligation to make the contract available to Participating Entities. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process.

In addition, each proposer is expected to complete the table in Step 1 of the submission process, entitled "Ability to Sell and Deliver Service", describing their capability to serve Sourcewell participating entities, and describing any geographic area or participating entity sector that will not be fully served through the proposed contract. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell allow any deviations from the minimum insurance requirements outlined in section 20 of the contract?

Answer 2:

To request a modification to the template Contract terms, conditions, or specifications,

a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

Question 3:

Can a contract holder and participating entity negotiate volume pricing lower than contracted pricing that is not advertised or made available to other participating entities? If so, does the exclusive, negotiated pricing between the two parties have to be approved and documented with Sourcewell?

Answer 3:

Refer to RFP Section III. A. 2. "All proposed pricing must be … [t]he Proposer's ceiling price … [which] means … the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for vendors to sell at a price that is lower than the contracted price."

Question 4:

Does the contract allow contract holders to update pricing annually to account for increasing labor and materials costs? How much notice must be given prior to implementing price changes?

Answer 4:

Refer to the Sourcewell template Contract, Section 4 - Product and Pricing Change Requests, for the process used to request a pricing modification during the term of an awarded contract.

Question 5:

Are the responses to all of the questions in the RFP considered public?

Answer 5:

Sourcewell is subject to the Minnesota Government Data Practices Act. Reference Section VI. E. of the Sourcewell RFP.

Question 6:

In the pricing strategy section are there any specific product or service line items that are required for response.

Answer 6:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 7:

Our company has multiple product lines in addition to garment and facilities services rental. Can we submit our total enterprise offering for consideration to Sourcewell participating public agencies.

Answer 7:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 8:

How will new product or service lines be added to the contract?

Answer 8:

Refer to the Sourcewell template Contract, Section 4 - Product and Pricing Change Requests, for the process used to request changes, additions, or deletions to product or service lines during the term of an awarded contract.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 4/2/2020, is required at the time of proposal submittal.

4/3/2020

Addendum No. 7
Solicitation Number: RFP 040920
Solicitation Name: Uniforms with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Due to the current worldwide health pandemic will there be an extension to the bid deadline?

Answer 1:

Sourcewell is monitoring the circumstances presented by the COVID-19 pandemic. Based on the remaining time allowed, and the availability of the Sourcewell Procurement Portal for 24/7 remote access with the ability of multiple account contacts to collaborate, an extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 040920 posted to the Sourcewell Procurement Portal on 4/3/2020, is required at the time of proposal submittal.

US Rental Garment Pricing (Tier 1 <$2k)

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
	BLEND GARMENTS			
	Woven Shirts			
1.	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	$0.16	$13.70
2.	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	$0.14	$11.68
3.	Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	08MX	$0.45	$27.47
4.	Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	06MX	$0.41	$24.65
5.	Women's Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MW	$0.45	$27.03
6.	Women's Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MX	$0.40	$24.36
7.	Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	01OB	$0.51	$30.68
8.	Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	02OB	$0.47	$28.53
9.	Women's Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	05OB	$0.50	$30.44
10.	Women's Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	05OC	$0.46	$27.99
11.	Women's Long Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0335	$0.18	$15.39
12.	Women's Short Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0436	$0.15	$12.57
13.	Women's 3/4 Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	05AH	$0.23	$20.10
14.	Micro Check Long Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	03UM	$0.22	$18.98
15.	Micro Check Short Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	04UM	$0.19	$16.23
16.	Micro Check Short Sleeve Shirt-Jac, 4 oz. 65/35 Poly/Cotton Blend.	15UM	$0.24	$21.09
17.	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0314	$0.23	$19.48
18.	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0414	$0.18	$15.65
19.	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe.	0137	$0.24	$20.90
20.	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe	0237	$0.22	$19.24
21.	Breeze Weave Striped Long Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0172	$0.21	$18.29
22.	Breeze Weave Striped Short Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0405	$0.18	$15.61
23.	UniWeave Service Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0348	$0.20	$17.20
24.	UniWeave Service Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0448	$0.18	$15.86
25.	UniWeave Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0123	$0.20	$16.93
26.	UniWeave Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0223	$0.17	$14.71
27.	Contrast Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0171	$0.24	$20.95
28.	Contrast Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0276	$0.18	$15.92
29.	Bold Stripe Long Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0373	$0.21	$18.52
30.	Bold Stripe Short Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0482	$0.19	$16.79
31.	Striped Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0138	$0.19	$16.68
32.	Striped Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0238	$0.16	$14.14
33.	Long Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	01MB	$0.27	$23.05
34.	Short Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	02MB	$0.24	$20.72
35.	Heathered Long Sleeve Shirt, 65/35 Poly/Cotton Blend.	0381	$0.24	$20.74
36.	Heathered Short Sleeve Shirt, 65/35 Poly/Cotton Blend.	0481	$0.21	$18.08

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
37.	Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0111	$0.20	$17.54
38.	Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0211	$0.19	$16.05
39.	Women's Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0112	$0.21	$18.17
40.	Women's Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0422	$0.21	$17.84
41.	Long Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	08WW	$0.32	$27.55
42.	Short Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	07WW	$0.30	$25.72
43.	Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0820	$0.24	$20.77
44.	Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0636	$0.23	$19.77
45.	Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0960	$0.23	$19.71
46.	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	4248	$0.22	$18.71
47.	Security Shirt Long Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0167	$0.31	$26.67
48.	Security Shirt Short Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0607	$0.27	$23.30
	Pants & Shorts			
49.	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	$0.22	$19.25
50.	MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	10MX	$0.50	$30.18
51.	Women's MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	11MX	$0.52	$31.75
52.	Flexwaist Pant, 8 oz. 65/35 Poly/Cotton Blend.	1138	$0.22	$19.25
53.	Pleated Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1122	$0.24	$21.11
54.	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	$0.28	$24.60
55.	Jean Style Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1060	$0.24	$20.59
56.	Cargo Pant, Canvas Weave 60/40 Cotton/Poly Blend.	11WW	$0.36	$31.39
57.	Flat Front Short, 7.5 oz. 65/35 Poly/Cotton Blend.	1034	$0.17	$15.05
58.	Pleated Short, 65/35 Poly/Cotton Blend.	1129	$0.20	$17.68
59.	Cargo Short, 65/35 Poly/Cotton Blend.	1271	$0.25	$21.20
60.	Cell Phone Short, 7.75 oz. 65/35 Poly/Cotton Blend.	12KB	$0.23	$19.50
61.	Women's Flat Front Flexwaist Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1167	$0.22	$18.74
62.	Women's Flat Front Work-N-Motion Pant, 7.75 oz. 75/25 Poly/Cotton Blend.	12AG	$0.28	$24.39
63.	Women's Pleated Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1113	$0.34	$29.09
64.	Women's Cargo Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	10A4	$0.33	$28.73
65.	Women's Elastic Back Pant, 8 oz. 65/35 Poly/Cotton Blend.	1043	$0.23	$19.97
66.	Women's Flat Front Short, 65/35 Poly/Cotton Blend. ***Non-Standard Merchandise.	114D	$0.26	$22.89
67.	Women's Pleated Short, 65/35 Poly/Cotton Blend.	1125	$0.29	$25.28
68.	Women's Cargo Short, 65/35 Poly/Cotton Blend.	10A9	$0.28	$24.64
	Jackets, Shop Coat, Coveralls,			
69.	Insulated Vest, 65/35 Poly/Cotton Blend.	1640	$0.35	$30.36
70.	Permalined Jacket, 7.5 oz 65/35 Poly/Cotton Blend.	1506	$0.41	$35.12
71.	Ike Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1507	$0.35	$30.12
72.	Permalined Team Jacket, 65/35 Poly/Cotton Blend.	1550	$0.42	$36.57
73.	Coaches Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1540	$0.36	$31.19
74.	Duo Tone Team Jacket, 65/35 Poly/Cotton Blend.	1581	$0.49	$42.10

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
75.	Permalined Hip Jacket, 65/35 Poly/Cotton Blend.	1527	$0.44	$37.64
76.	Zip-in Liner, 100% Polyester.	1721	$0.22	$18.67
77.	Shop Coat with 2 Chest Pockets & 2 Lower Pockets, Concealed Snap Front, 7.5 oz. 65/35 Poly/Cotton Blend.	2525	$0.33	$28.29
78.	Long Sleeve Coverall, 7.5 oz. 65/35 Poly/Cotton Blend.	3002	$0.35	$29.93
79.	Short Sleeve Speed Suit, 65/35 Poly/Cotton Blend.	4022	$0.38	$32.78
80.	Deluxe Insulated Coverall.	3045	$0.95	$81.92
81.	Deluxe Insulated Bib-Overall.	3528	$0.74	$63.80
	POLYESTER GARMENTS			
82.	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	$0.14	$16.59
83.	Women's Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	05MM	$0.15	$15.81
84.	Polo w/Pockets 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MR	$0.18	$22.37
85.	Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	047A	$0.10	$13.03
86.	Women's Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	057A	$0.14	$17.13
87.	Short Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	4277	$0.10	$12.22
88.	Long Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	0871	$0.12	$15.06
89.	Security Pant Flat Front, 10 oz Polyester.	10B8	$0.18	$22.77
	COTTON GARMENTS			
90.	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	$0.23	$18.82
91.	Short Sleeve Shirt, 6 oz. 100% Cotton.	0201	$0.20	$17.01
92.	Long Sleeve, Snap Front Shirt Heavyweight 8 oz. 100% Cotton Denim.	0178	$0.23	$19.32
93.	Long Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	0361	$0.20	$16.77
94.	Short Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	04SS	$0.18	$14.88
95.	Long Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	0850	$0.20	$16.32
96.	Short Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	2205	$0.17	$14.51
97.	Flat Front Pant, 8.25 oz. 100% Cotton.	1001	$0.28	$23.32
98.	Pleated Front Pant, 100% Cotton	1148	$0.41	$34.27
99.	UniFirst Classic Fit Jean, 13.75 oz. 100% Cotton Denim.	1091	$0.25	$20.40
100.	UniFirst Relaxed Fit Jean, 13.75 oz. 100% Cotton Denim.	10HD	$0.29	$24.13
101.	Wrangler Regular Fit Jean, 15 oz. 100% Cotton Denim.	1150	$0.33	$27.56
102.	Wrangler Relaxed Fit Jean, 14.5 oz. 100% Cotton Denim.	1144	$0.34	$27.93
103.	Wrangler Cowboy Cut Jean, 14.5 oz. 100% Cotton Denim.	1118	$0.38	$31.37
104.	Dickies Carpenter Jeans, 100% Cotton Denim.	12CH	$0.25	$20.64
105.	Dickies Carpenter Shorts, 100% Cotton Denim.	12BU	$0.25	$20.80
106.	Wrangle Women's Jean, 100% Cotton Denim.	1092	$0.34	$28.15
107.	Women's Pleated Pant, 100% Cotton.	1146	$0.42	$34.81
108.	Duck Jacket, 12 oz. 100% Washed Cotton.	18BW	$0.65	$53.67
109.	LS Coverall, 8.75 oz. 100% Cotton.	3001	$0.43	$35.83
	FR GARMENTS			
	100% Cotton FR			
110.	Prewashed Relaxed Fit Denim Jean, Armorex Indura 14 oz. FR Cotton. HRC-2, ATPV-20.7	11KG	$0.59	$51.00
111.	Wrangler Relaxed Fit FR Jean, HRC-2, ATPV 23.7	10FB	$0.77	$66.35

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
112.	Wrangler Carpenter FR Jean, HRC-2, ATPV 23.7	10FC	$0.75	$64.64
	88/12 Cotton/Nylon Flame Resistant Blend			
113.	Long Sleeve Shirt, Armorex 7 oz. UltraSoft. HRC-2, ATPV- 8.7	09FR	$0.36	$46.54
114.	Pant, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	10FR	$0.39	$50.36
115.	Coverall, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	30FR	$0.66	$85.64
116.	Enhanced Vis FR Blend Coverall w/Yllw/Slvr 3M Scotchlite Reflective FR Striping on upper back, under pockets, and around biceps, 7 oz. 88/12 Excel Comfortouch. HRC-2, ATPV 8.6	30RX	$1.13	$146.67
117.	SS Tee Shirt,6 oz 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 ***Non-Standard Merchandise.	02US	$0.45	$58.65
	TecaSafe			
118.	Long Sleeve Shirt w/Snap Front, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09AU	$0.32	$58.34
119.	Long Sleeve Shirt, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09TC	$0.39	$69.87
120.	Pant, 8.5 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.2	10TS	$0.44	$79.03
121.	Coverall, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Khaki	30TS	$0.69	$123.69
	Nomex			
122.	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. HRC-1, ATPV-5.1	01NX	$0.45	$89.54
123.	Pant, 6 oz. Armorex Nomex. HRC-1, ATPV-5.8	10NX	$0.47	$94.31
124.	Coverall, 6 oz. Armorex Nomex CXP. HRC-1, ATPV 6.5	30NX	$0.83	$166.98
	ENHANCED VISIBILITY GARMENTS			
125.	Enhanced Visibility Long Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013C	$0.32	$29.91
126.	Enhanced Visibility Short Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023C	$0.28	$26.09
127.	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Legs.	123C	$0.32	$29.83
128.	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EH	$0.43	$39.83
129.	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (Navy)	30RR	$0.77	$71.67
130.	Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013B	$0.31	$28.49
131.	Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023B	$0.28	$26.09
132.	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Legs.	123B	$0.32	$29.83
133.	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EI	$0.43	$39.84
134.	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. ***Non-Standard Merchandise.	30RQ	$0.78	$72.57
	Hi-VIS GARMENTS			
135.	Hi-Vis Long Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09AH	$0.60	$52.18
136.	Hi-Vis Short Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06AH	$0.52	$44.84
137.	Hi-Vis Long Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09DH	$0.78	$67.42

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
138.	Hi-Vis Short Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06DH	$0.62	$53.80
139.	Hi-Vis Long Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-block with YSY Reflective Striping on Front, Back, and Sleeves.	03TO	$0.49	$42.68
140.	Hi-Vis Short Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-block with YSY Reflective Striping on Front, Back, and Sleeves.	04TO	$0.46	$40.20
141.	Hi-Vis Short Sleeve Tee-Shirt, 5.75 oz 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back.	02HY	$0.19	$25.17
142.	Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. ***Non-Standard Merchandise.	02IY	$0.25	$32.68
143.	Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. (optional liner 1727)	15EG	$0.73	$95.19
144.	Optional Zip in/out Liner for Style 15EG.	1727	$0.24	$20.97
	FOOD PREP GARMENTS			
145.	Snap Front Food Prep Long Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0198	$0.17	$14.91
146.	Snap Front Food Prep Short Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0240	$0.14	$12.06
147.	Women's Snap Front Food Prep Long Sleeve Shirt 65/35 Poly/Cotton Blend.	0369	$0.18	$15.29
148.	Women's Snap Front Food Prep Short Sleeve Shirt 65/35 Poly/Cotton Blend.	0540	$0.15	$13.09
149.	Snap Front Food Long Sleeve Shirt 100% Cotton.	0157	$0.23	$18.99
150.	Snap Front Food Short Sleeve Shirt 100% Cotton.	0626	$0.20	$16.96
151.	Food Prep Polo with Snap Placket, 100% Polyester.	04GM	$0.15	$19.38
152.	Snap Front Food Prep Long Sleeve Shirt w/Knit Cuffs 65/35 Poly/Cotton Blend.	03UA	$0.19	$16.68
153.	V-neck Baker's Short Sleeve Shirt 100% Polyester.	02SF	$0.07	$8.99
154.	Food Prep Pant - no Buttons 65/35 Poly/Cotton Blend.	10HE	$0.23	$19.93
155.	Pleated Front Food Prep Pant - no Buttons - no Pockets 65/35 Poly/Cotton Blend.	11UM	$0.20	$17.58
	CHEF WEAR			
156.	Long Sleeve Chef Coat, Double Breasted w/Plastic Buttons 7 oz. 65/35 Poly/Cotton Blend.	2531	$0.17	$14.99
157.	3/4 Sleeve Chef Coat, Double Breasted w/Knotted Buttons 65/35 Poly/Cotton Blend.	2537	$0.21	$17.75
158.	1/2 Sleeve Chef Coat, Double Breasted w/Plastic Buttons 65/35 Poly/Cotton Blend.	5025	$0.15	$12.64
159.	Full Sleeve Chef Coat, Double Breasted w/Knotted Buttons 100% polyester.	25GA	$0.19	$23.60
160.	Baggy Chef Pants 100% Spun Poly.	117A	$0.14	$17.06
	BUTCHER/LABS/SMOCKS			
161.	Snap Front Frock, Knit Cuffs, Inside Lower Pocket 7.2 oz. 100% Spun Poly.	50AY	$0.14	$17.68
162.	Snap Front Frock, Open Cuffs, Inside Lower Pocket 7.2 oz. 100% Spun Poly.	50AZ	$0.13	$16.80
163.	Snap Front Butcher Coat, Open Cuffs no Pockets 100% Spun Poly.	5026	$0.12	$14.60
164.	Snap Front Butcher Coat, Open Cuffs Inside Chest & 2 Lower Pockets 7.2 oz. 100% Spun Poly.	5033	$0.12	$14.77
165.	Snap Front Butcher Coat, Open Cuffs, Outside Chest & 2 Lower Pockets 7 oz. 65/35 Poly/Cotton.	5009	$0.19	$16.78
166.	Snap Front Butcher Coat, Open Cuffs, Inside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	5020	$0.20	$17.01

	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
167.	Men's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2524	$0.18	$15.15
168.	Snap Front Lab Coat, Knit Cuffs, Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2550	$0.27	$23.07
169.	Snap Front Lab Coat, Knit Cuffs, Inside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend. ***Non-Standard Merchandise.	2630	$0.30	$25.78
170.	Unisex Consultation Lab Coat with 2 Chest, 2 Lower Oversized (Pocket within a Pocket), and 2 Lower Inside Pockets 65/35 Poly/Cotton Blend.	25CL	$0.20	$17.16
171.	Texture Shield Front Protective Coat with Outside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	25BD	$0.23	$19.75
172.	Men's Counter Coat with 3 Outside Pockets 5 oz. 80/20 Poly/Cotton Blend.	2526	$0.15	$12.99
173.	Women's 3/4 Sleeve Smock 2 Lower Pockets 80/20 Poly/Cotton Blend.	4544	$0.21	$18.55
174.	Women's Short Sleeve Smock 2 Lower Pockets 5 oz. 80/20 Poly/Cotton Blend.	4520	$0.19	$16.77
	SCRUBS/PATIENT WEAR			
175.	Unisex Scrub Shirt V-neck 65/35 Poly/Cotton Blend.	4254	$0.11	$7.67
176.	Unisex Scrub Shirt Reversible V-neck 55/45 Poly/Cotton Blend.	7204	$0.11	$6.94
177.	Unisex Scrub Pant 65/35 Poly/Cotton Blend.	1276	$0.13	$9.44
178.	Unisex Scrub Cargo Pant 65/35 Poly/Cotton Blend.	7245	$0.21	$15.14
179.	Unisex Scrub Pant Reversible 55/45 Poly/Cotton Blend.	7221	$0.12	$7.62
180.	Unisex Warm up Jacket, Knit Cuffs, 2 Lower Pockets 65/35 Poly/Cotton Blend.	4502	$0.18	$13.05
181.	Ladies Scrub Top, 2 Lower Pockets 65/35 Poly/Cotton Blend.	7205	$0.18	$12.66
182.	Ladies Cross-Over Tunic Scrub Shirt 65/35 Poly/Cotton Blend.	7250	$0.21	$15.12
183.	Ladies Fashion Scrub Slack 65/35 Poly/Cotton Blend.	10A5	$0.23	$16.02
184.	Ladies Mammography/Exam Jacket 65/35 Poly/Cotton Blend.	14AD	$0.15	$10.33
185.	Patients Gown 55/45 Cotton/Poly Blend.	9414	$0.11	$7.02

US Facility Services Pricing (Rental Service Frequency & Billing) (Tier 1 <$2k)

	US Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
	MATS							
1.	Great Impression 2.0 Dust Mat 3x5	76GA	50%	NA	$1.20	$1.80	$2.10	$68.78
2.	Great Impression 2.0 Dust Mat 4x6	76GB	50%	NA	$1.92	$2.88	$3.36	$105.41
3.	Great Impression 2.0 Dust Mat 3x10	76GC	50%	NA	$2.40	$3.60	$4.20	$139.20
4.	Great Impression 2.0 Dust Mat 4x8	76GD	50%	NA	$2.56	$3.84	$4.48	$142.70
5.	Great Impression 2.0 HD 90ml Dust Control Mat 3x5	76GF	50%	NA	$1.35	$2.03	$2.36	$81.65
6.	Great Impression 2.0 HD 90ml Dust Control Mat 4x6	76GG	50%	NA	$2.16	$3.24	$3.78	$125.57
7.	Great Impression 2.0 HD 90 ml Dust Control Mat 3x10	76GH	50%	NA	$2.70	$4.05	$4.73	$166.78
8.	Great Impression 2.0 HD 90 ml Dust Control Mat 4x8	76GI	50%	NA	$2.88	$4.32	$5.04	$170.71
9.	Classic Impression Mats 3x5	7801	50%	NA	$1.50	$2.25	$2.63	$92.71
10.	Classic Impression Mats 4x6	7802	50%	NA	$2.40	$3.60	$4.20	$148.56
11.	Comfort First Mat 2x3	7752	50%	NA	$0.48	$0.72	$0.84	$95.26

	US Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
12.	Comfort First Mat 3x5	7751	50%	NA	$1.20	$1.80	$2.10	$155.95
13.	Comfort First Mat 4x6	7753	50%	NA	$1.92	$2.88	$3.36	$238.44
14.	Comfort First Mat 3x10	7754	50%	NA	$2.40	$3.60	$4.20	$291.26
15.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 2x3	76AF	50%	NA	$0.48	$0.72	$0.84	$53.16
16.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x5	76AT	50%	NA	$1.20	$1.80	$2.10	$122.06
17.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x9	76AH	50%	NA	$2.16	$3.24	$3.78	$233.52
18.	Scraper Mat 2x3	5390	50%	NA	$0.48	$0.72	$0.84	$59.33
19.	Scraper Mat 3x5	5388	50%	NA	$1.20	$1.80	$2.10	$103.22
20.	Scraper Mat 4x6	5389	50%	NA	$1.92	$2.88	$3.36	$165.46
21.	Scraper Mat 3x10	5391	50%	NA	$2.40	$3.60	$4.20	$160.49
22.	Custom Logo Mat 3x5 ***Non-Standard Merchandise.	UL03/UL46	50%	NA	$1.95	$2.93	$3.41	$136.30
23.	Custom Logo Mat 4x6 ***Non-Standard Merchandise.	UL16/UL59	50%	NA	$3.12	$4.68	$5.46	$199.51
24.	Custom Logo Mat 3x10 ***Non-Standard Merchandise.	UL07/UL50	50%	NA	$3.90	$5.85	$6.83	$254.35
25.	Custom Logo Mat 4x8 ***Non-Standard Merchandise.	UL18/UL61	50%	NA	$4.16	$6.24	$7.28	$293.06
26.	Quality Mat 3x5 - 3 Images	UM11	50%	NA	$1.35	$2.03	$2.36	$92.71
27.	Safety Mat 3x5 English - 6 Images	UM28	50%	NA	$1.35	$2.03	$2.36	$92.71
28.	Welcome Message Mat 3x5	UM32	50%	NA	$1.35	$2.03	$2.36	$92.71
29.	Welcome Message Mat 4x6	UM33	50%	NA	$2.16	$3.24	$3.78	$148.56
30.	Coffee Message Mat 3x5 - 2 Images	7827	50%	NA	$1.35	$2.03	$2.36	$92.71
31.	Deli Message Mat 3x10	UM01	50%	NA	$3.30	$4.95	$5.78	$212.16
32.	Seafood Message Mat 3x10	UM02	50%	NA	$3.30	$4.95	$5.78	$212.16
33.	Dairy Message Mat 3x10	UM03	50%	NA	$3.30	$4.95	$5.78	$212.16
34.	Produce Message Mat 3x10	UM04	50%	NA	$3.30	$4.95	$5.78	$212.16
35.	Pharmacy Message Mat 3x10	UM05	50%	NA	$3.30	$4.95	$5.78	$212.16
36.	Meats Message Mat 3x10	UM06	50%	NA	$3.30	$4.95	$5.78	$212.16
37.	Floral Message Mat 3x10	UM07	50%	NA	$3.30	$4.95	$5.78	$212.16
38.	Bakery Message Mat 3x10	UM08	50%	NA	$3.30	$4.95	$5.78	$212.16
	MOPS							
39.	Wet Mop Large 24 oz.	8116	50%	NA	$0.48	$0.72	$0.89	$11.59
40.	Wet Mop Small 12 oz.	8117	50%	NA	$0.24	$0.36	$0.44	$8.35
41.	Wet Mop X-Large 28 oz.	8118	50%	NA	$0.56	$0.84	$1.04	$13.08
42.	Wet Mop Handle	8165	100%	NA	$0.00	$0.00	$0.00	$13.56
43.	Dust Mop 18"	8318	50%	NA	$0.27	$0.41	$0.50	$12.14
44.	Dust Mop 24"	8324	50%	NA	$0.36	$0.54	$0.67	$13.58
45.	Dust Mop 36"	8336	50%	NA	$0.54	$0.81	$1.00	$17.42
46.	Dust Mop 48"	8348	50%	NA	$0.72	$1.08	$1.33	$20.90
47.	Dust Mop 60"	8360	50%	NA	$0.90	$1.35	$1.67	$24.26
48.	Dust Mop Frame 12"	8135	100%	NA	$0.000	$0.000	$0.000	$9.36
49.	Dust Mop Frame 18"	8134	100%	NA	$0.000	$0.000	$0.000	$9.74
50.	Dust Mop Frame 20"	8136	100%	NA	$0.000	$0.000	$0.000	$9.84

	US Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
51.	Dust Mop Frame 24"	8132	100%	NA	$0.00	$0.00	$0.00	$11.54
52.	Dust Mop Frame 30"	813B	100%	NA	$0.000	$0.000	$0.000	$14.76
53.	Dust Mop Frame 36"	8133	100%	NA	$0.00	$0.00	$0.00	$14.90
54.	Dust Mop Frame 42"	8137	100%	NA	$0.000	$0.000	$0.000	$16.85
55.	Dust Mop Frame 48"	8138	100%	NA	$0.00	$0.00	$0.00	$17.02
56.	Dust Mop Frame 60"	8139	100%	NA	$0.00	$0.00	$0.00	$24.41
57.	Dust Mop Handle 1 1/8" x 60"	8131	100%	NA	$0.00	$0.00	$0.00	$15.12
	MICRO FIBER							
58.	Micro Fiber Canvas Back Dust Mop 18"	8432	50%	0.5%	$0.600	$0.75	-	$5.40
59.	Micro Fiber Canvas Back Dust Mop 24"	8433	50%	0.5%	$0.750	$0.94	-	$6.55
60.	Micro Fiber Canvas Back Dust Mop 36"	8434	50%	0.5%	$1.100	$1.38	-	$8.98
61.	Micro Fiber Canvas Back Dust Mop 48"	8435	50%	0.5%	$1.350	$1.69	-	$11.59
62.	Micro Fiber Canvas Back Dust Mop 60"	8441	50%	0.5%	$1.600	$2.00	-	$14.35
63.	Micro Fiber Dust Mop 18"	8418	50%	0.5%	$0.500	$0.63	-	$4.08
64.	Micro Fiber Dust Mop 24"	8424	50%	0.5%	$0.640	$0.80	-	$5.16
65.	Micro Fiber Dust Mop 36"	8436	50%	0.5%	$1.000	$1.25	-	$7.10
66.	Micro Fiber Dust Mop Base 24"	8426	100%	NA	$0.390	$0.49	-	$12.29
67.	Micro Fiber Dust Mop Base 36"	8427	100%	NA	$0.470	$0.59	-	$18.29
68.	Micro Fiber Dust/Wet Mop Handle	8419	100%	NA	$0.350	$0.44	-	$7.51
69.	Micro Fiber Dust/Wet Mop Base 18"	8425	100%	NA	$0.200	$0.25	-	$9.62
70.	Micro Fiber Wet Mop 18" Scrubber Pad	8423	50%	0.5%	$0.140	$0.18	-	$3.46
71.	Micro Fiber Mitt	8430	50%	0.5%	$0.140	$0.18	-	$2.04
72.	Micro Fiber High Duster Cover	8421	50%	0.5%	$0.140	$0.18	-	$1.70
73.	High Duster Frame	8429	100%	NA	$0.500	$0.63	-	$8.09
74.	Micro Fiber Glass Towel 16x16	8437	50%	3.0%	$0.090	$0.11	-	$1.46
75.	Micro Fiber Multipurpose Towel 12x12	8417	50%	3.0%	$0.060	$0.08	-	$0.65
76.	Micro Fiber Multipurpose Towel 16x16	8438	50%	3.0%	$0.070	$0.09	-	$1.08
	WIPERS - TOWELS							
77.	18 X 18 Red Wiper Bagged	8023-10	50%	2.0%	$0.050	$0.063	$0.070	$0.26
78.	18 X 18 Red Wiper Folded	8021-10	50%	2.0%	$0.060	$0.075	$0.084	$0.26
79.	18 X 18 White Wiper Folded	8021-07	50%	2.0%	$0.070	$0.088	$0.098	$0.26
80.	Bath Towel 20 X 40	8523	50%	2.0%	$0.300	$0.375	$0.420	$2.14
81.	Bath Towel 24 x 48	8574	50%	2.0%	$0.360	$0.450	$0.504	$3.29
82.	Bath Towel 27 X 54	8586	50%	2.0%	$0.490	$0.613	$0.686	$14.28
83.	Bath Towel 22 X 44	8577	50%	2.0%	$0.340	$0.425	$0.476	$4.10
84.	Soda Towel Red Border 15 X 22	8560	50%	2.0%	$0.100	$0.125	$0.140	$0.79
85.	Grill Pad 8 X 10	9987	50%	2.0%	$0.090	$0.113	$0.126	$1.25
86.	Wash Cloth Terry 12 X 12	8545	50%	2.0%	$0.100	$0.125	$0.140	$0.38
87.	Towels Turk 16 X 27	8521	50%	2.0%	$0.110	$0.138	$0.154	$1.13

	US Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
88.	Terry Cloths U1st Green Stripe 16 X 19 Bagged	8581	50%	2.0%	$0.090	$0.113	$0.126	$0.77
89.	Terry Cloths U1st Green Stripe 16 X 19 Folded	8554	50%	2.0%	$0.100	$0.125	$0.140	$0.77
90.	Glass Towel Red Striped 16 X 30	8561	50%	2.0%	$0.100	$0.125	$0.140	$0.74
	APRONS							
91.	100% Cotton Shop Apron 2 Upper & 2 Lower Pkts 40" Long **(Not Personalized)**	7006	50%	1.0%	$0.350	-	-	$17.45
92.	100% Spun Poly Bib Apron No Pocket 34" Long **(Not Personalized)**	7046	50%	1.0%	$0.150	-	-	$3.46
	LOCKERS/HARDWARE							
93.	Laundry Soil Lock-Up	8950	100%	NA	$0.00	-	-	$252.00
94.	8 Compartment Hanger Standard	8951	100%	NA	$0.00	-	-	$542.40
95.	Laundry Soil Lock-Up Maxi	8958	100%	NA	$0.00	-	-	$410.40
96.	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	$0.00	-	-	$616.80
97.	Hanger Recovery Rack	8957	100%	NA	$0.00	-	-	$16.10
98.	Bag Rack	8956	100%	NA	$0.00	-	-	$14.76
99.	Laundry/Linen Mesh Bags (30x40)	9075	50%	NA	$0.00	-	-	$9.60
100.	Towel Manager	8964	100%	NA	$0.00	-	-	$542.40
101.	6 Gallon Wiper/Safety Can	9949	100%	NA	$0.00	-	-	$127.20
102.	4 Compartment Hanger	8962	100%	NA	$0.00	-	-	$487.20
103.	6 Compartment Hanger	8955	100%	NA	$0.00	-	-	$684.55
104.	9 Compartment Folded	8952	100%	NA	$0.00	-	-	$582.60
105.	Laundry Pipe Rail	8939	100%	NA	$0.00	-	-	$384.00
106.	Hamper	9958	100%	NA	$0.00	-	-	$484.80
107.	Rolling Rack	9917	100%	NA	$0.00	-	-	$264.00
108.	Wiper/Towel Exchange	8917	100%	NA	$0.00	-	-	$487.20
109.	15 Gallon Wiper/Safety Can	9948	100%	NA	$0.00	-	-	$163.20
	FENDER COVER							
110.	Fender Cover 30x50	7521	50%	NA	$0.52	-	-	$7.18
111.	Seat Cover 54x60	7522	50%	NA	$0.80	-	-	$10.92

US Disposables Pricing (Tier 1 <$2k)

	US Contract Item - Description	UniFirst Item #	Price Per Unit	Loss / Damage
	PAPER			
1.	Jumbo Sanitary Tissue Roll (1,600 ft per roll, 2 ply)	6225	$6.55	NA
2.	Jumbo Sanitary Tissue Dispenser	6251	$0.00	$22.27
3.	Mini-Twin Sanitary Tissue Roll (751 ft per roll, 2 ply)	6221	$3.45	NA
4.	Mini-Twin Dispenser	6210	$0.00	$38.28
5.	Over/Under Sanitary Tissue, Roll (312 ft per roll, 2 ply)	6238	$1.95	NA
6.	Over/Under Dispenser	6237	$0.00	$20.98
7.	Toilet Seat Covers Pack of 250	99T0	$3.35	NA
8.	Toilet Seat Cover Dispenser	99F2	$0.00	$31.22

	US Contract Item - Description	UniFirst Item #	Price Per Unit	Loss / Damage
9.	Center Pull Hand Towel 2 PLY - (600 ft/580 shts per roll)	6249	$7.60	NA
10.	Center Pull Hand Towel Dispenser	6268	$0.00	$45.77
11.	Paper - Cont. Roll Towel 10"x130'	6215	$4.95	NA
12.	Continuous Roll Towel Cabinet	9993	$0.00	$219.84
13.	Hard Wound roll Towel, White (700 ft/884 towels per roll)	6230	$10.45	NA
14.	Hard Wound roll Towel, Brown (700 ft/884 towels per roll)	6232	$8.55	NA
15.	Touchless Electric Dispenser for Hard Wound Roll Towel	6229	$0.50	$76.01
16.	Touchless Mechanical Dispenser For Hard Wound Roll Towel	6231	$0.25	$64.92
17.	Tri-Fold Hand Towel 2 PLY - Pack	6226	$1.90	NA
18.	Tri-Fold Dispenser	6257	$0.00	$43.94
19.	House Hold Paper Towel Roll	6243	$2.95	NA
20.	Wipers-Uni-Wipe 450/Case 12x14	8054	$48.35	NA
21.	Wipers-Uni-Wipe Scrim 1000/Case 12x15	8055	$53.35	NA
22.	Wipers-Uni-Wipe Air Lay 1000/Case 12x13	8057	$53.35	NA
	RESTROOM PRODUCT			
23.	Auto Flush Urinal/Toilet Clamp System/Service.	99GY	$2.50	$204.00
24.	Mat Disposable Toilet	99FF	$6.20	NA
25.	Mat Disposable Urinal	6299	$9.70	NA
26.	Autojanitor Drip Refill Country Delight	99G6	$8.35	NA
27.	Autojanitor Drip Tube Kit (to add 2nd toilet)	99Z1	$0.00	$9.96
28.	Autojanitor Drip Dispenser	99G3	$0.00	$44.04
29.	Clean Seat Refill	99GX	$9.75	NA
30.	Clean Seat Dispenser	99GW	$0.00	$11.88
	SOAPS			
	Heavy Duty 2000 ML			
31.	2000 ml Multi Green w/Particles	1926	$16.05	NA
32.	2000 ml Supro Max (waterless)	1939	$16.80	NA
33.	2000 ml Supro Max Cherry	1968	$16.80	NA
34.	2000 ml Dispensing System	1921	$0.00	$16.80
	Hand Cleaners General Purpose			
35.	800 ml Pink-n-Clean Skin Cleanser	1914	$3.10	NA
36.	1250 ml Luxury Foam Wash	1980	$16.65	NA
37.	800 ml Dispensing System	1908/1909	$0.00	$15.60
38.	1250 ml Dispensing System Foam Soap	1943	$0.00	$18.00
	Anti-Bacterial Cleaners			
39.	800 ml Micrell Anti-Bacterial Soap-amber	1918	$4.95	NA
40.	1200 ml Touch Free Antibacterial Foam	8807	$26.10	NA
41.	1250 ml Luxury Foam Wash Anti-Bacterial	1981	$18.30	NA
42.	2000 ml Antibacterial Lotion Soap	1982	$16.90	NA
43.	800 ml Micrell Dispensing System	1917	$0.00	$15.60
44.	1200 ml Touch Free Foam Dispenser	8806	$0.00	$43.20
45.	1250 ml Dispensing System Foam Soap	1943	$0.00	$18.00
46.	2000 ml Dispensing System (for 1982)	1983	$0.00	$23.52
	Purell Waterless Hand Sanitizers & Wipes			
47.	Purell Sanitizing Hand Wipes - 1200 Count Canister.	8830	$54.00	NA

	US Contract Item - Description	UniFirst Item #	Price Per Unit	Loss / Damage
48.	Purell Sanitizing Hand Wipes Stand - 270 Count Canister.	8808	$0.00	$228.00
49.	Purell Sanitizing Hand Wipes 1200 Count Canister Dispenser.	8818	$0.00	$50.93
	Purell Waterless Hand Sanitizers			
50.	800 ml Purell Refill	1920	$6.55	NA
51.	1200 ml Purell Foam Instant Hand Sanitizer - Touch Free	1976	$39.10	NA
52.	1200 ml Purell Gel Instant Hand Sanitizer - Touch Free	19AT	$18.85	NA
53.	800 ml Purell Dispensing System	1919	$0.00	$15.60
54.	1200 ml Purell Foam or Gel Touch Free Dispenser	1975	$0.00	$43.20
55.	Purell Foam or Gel Touch Free Dispenser Floor Stand	8817	$0.00	$144.00
	Healthcare Products			
56.	2000 ml Provon Foaming Antimicrobial Soap w/Moisturizers	1967	$30.35	NA
57.	2000 ml Provon Dispensing System Foam Soap	1966	$0.00	$75.60
58.	**E2 Rated Food Industry Hand Soaps**			
59.	1250 ml E2 Foam Soap Sanitizing	1945	$28.30	NA
60.	2000 ml E2 Foam Soap Sanitizing	1944	$39.55	NA
61.	1250 ml Dispensing System Foam Soap	1943	$0.00	$18.00
62.	2000 ml Dispensing System Foam Soap	191A	$0.00	$31.78
	Shower Soaps			
63.	1250 ml Luxury Foam Hair and Body Wash	1964	$18.10	NA
64.	1250 ml Dispensing System Foam Soap	1943	$0.00	$18.00
	Skin Conditioners			
65.	500 ml Hand Medic Refill	1987	$10.30	NA
66.	500 ml Hand Medic Dispensing System	1986	$0.00	$27.50
	GREEN Cert. Soaps			
67.	800 ml GREEN Cert. Liquid Hand Soap	8811	$7.80	NA
68.	1250 ml GREEN Cert. Foam Soap	8810	$18.60	NA
69.	800 ml Dispensing System	1908/1909	$0.00	$15.60
70.	1250 ml Dispensing System Foam Soap	1943	$0.00	$18.00
	TRASH CAN LINERS			
71.	Trash Can Liner 33 Gal Low Density 33X39 (250/CS) Clear	8929	$40.90	NA
72.	Trash Can Liner 56 Gal Low Density 43X47 (100/CS) Black	8933	$36.60	NA
73.	Trash Can Liner 60 Gal Low Density 38X58 (100/CS) Black	8934	$39.05	NA
	AIR FRESHENERS			
74.	T Cell Dispenser (areas up to 6,000 cubic ft 3-4 stalls)	8793	$0.00	$7.49
75.	T Cell Fan Dispenser (areas up to 6,000 cubic ft 3-4 stalls)	8303	$0.00	$22.32
76.	Fragrance T Cell Citrus **(E8W Fill / Bill)**	8794	$13.60	NA
77.	Fragrance T Cell Crystal Breeze **(E8W Fill / Bill)**	8795	$13.60	NA
78.	Fragrance T Cell Blue Splash **(E8W Fill / Bill or Weekly Bill*)**	8796	$13.60	NA
79.	Fragrance T Cell Polar Mist **(E8W Fill / Bill)**	8797	$13.60	NA
80.	Fragrance T Cell Wakening Spring **(E8W Fill / Bill)**	8798	$13.60	NA
81.	Fragrance T Cell Mango Blossom **(E8W Fill / Bill)**	8799	$13.60	NA
82.	Fragrance T Cell Cucumber Melon **(E8W Fill / Bill)**	8800	$13.60	NA
83.	Fragrance T Cell Pure **(E8W Fill / Bill)**	8815	$13.60	NA
84.	Microburst 9000 Aerosol Dispenser (areas up to 6,000 cubic ft 3-4 stalls)	8787	$0.00	$21.48

	US Contract Item - Description	UniFirst Item #	Price Per Unit	Loss / Damage
85.	Fragrance Aerosol MB 9000 Linen Fresh **(E12W Fill / Bill)**	8788	$17.40	NA
86.	Fragrance Aerosol MB 9000 Ocean Breeze **(E12W Fill / Bill)**	8789	$17.40	NA
87.	Fragrance Aerosol MB 9000 Mountain Peaks **(E12W Fill / Bill)**	8790	$17.40	NA
88.	Fragrance Aerosol MB 9000 Orchard Fields **(E12W Fill / Bill)**	8791	$17.40	NA
89.	Fragrance Aerosol MB 9000 Country Delight **(E12W Fill / Bill)**	8792	$17.40	NA
90.	Fragrance Aerosol MB 9000 Cinnamon **(E12W Fill / Bill)**	8801	$17.40	NA
91.	Fragrance Aerosol MB 9000 Mango **(E12W Fill / Bill)**	8802	$17.40	NA
92.	Fragrance Aerosol MB 9000 Orange **(E12W Fill / Bill)**	8804	$17.40	NA
93.	Fragrance Aerosol MB 9000 Vanilla **(E12W Fill / Bill)**	8805	$17.40	NA

Service Charges (Rental only):

1. Garment Preparation Charge. A one-time charge applicable to each Garment, no matter its size, at the time each such item is placed into service.

   US - $0.75

   This charge is waived for the initial installation of service at each Location.

2. Emblems, embroidered, provided and affixed by Company, in standard Company sizes and colors.

   Emblem fees waived for the initial installation of service at each Location.

Employee Name Emblems 3-3/8" x 1-3/8"	US - $0.45
***Non-Standard Customer Identity (graphic) 4" x 2"	US - $1.50

   Custom emblem fees NOT waived for the initial installation of service at each Location.

   ***Non-Standard Custom (color, size, etc.) Customer Identity US - $TBD

   Direct Embroidery Personalization Charges

   Embroidery fees NOT waived for the initial installation of service at each location.

Employee First Name	US - $2.50
Customer Logo (up to 4,999 stitches)	US - $3.55
Customer Logo (5,000-9,999 stitches)	US - $5.35

3. Outsize Garment Charge. A one-time charge applicable to each Garment, which applies only when a given Garment is placed into service and only in the event and only to the extent that the below sized Garments (by category) are utilized.

Outsize Garment Charges		
Category	**Size**	**Charge**
Shirts	Size 2XL – 6XL Size 7XL and up	$2.65 each $4.25 each
Men's Pants	Size 44 – 48 Size 50 - 56 Size 58 and up	$3.20 each $3.70 each $4.25 each
Women's Pants	Size 22 – 28 Size 30 and up	$3.20 each $3.70 each
Jackets	Size 2XL – 5XL Size 6XL Size 7XL and up	$3.90 each $6.40 each $8.60 each
Coveralls	Size 52 – 58 Size 60 – 64 Size 66 and up	$3.90 each $6.40 each $8.60 each
Misc.	Size 50 – 56 Size 58 and up	$2.90 each $3.45 each

Service Charges (Rental only) continued:

4. Minimum Service Charge- per Location (or applicable Service Invoice) US - $25.00

   Minimum Service Charge – NYC $50.00
   (NYC-Burroughs of Manhattan, Bronx, Brooklyn, Staten Island, and Queens)

   Note: The Minimum Service Charge applies ONLY in the event, and even then, ONLY to the extent, that the rental service charges listed on each weekly service invoice, exclusive of the DEFE Charge, fails to equal this minimum sum.

5. DEFE Surcharge Per Weekly Service Invoice US - $3.50

   DEFE CHARGE. Customer's invoices may include a DEFE CHARGE that may vary for different customers, to cover all or only portions of certain expenses including:

   D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, managements salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

   E = ENVIRONMENTAL, or expenses (past, present and future) Company absorbs related to wastewater resting, purification, effluent control, solids disposal, supplies and equipment for pollution controls an energy conservation and overall regulatory compliance.

   F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping Company's fleet vehicles on the road and servicing its customers.

   E = ENERGY, primarily the natural gas Company uses to run boilers and gas dryers, plus other local utility charges.

6. Unscheduled Deliveries. If Customer requests an unscheduled delivery of goods or services, the following charges apply.

During normal business hours Mon-Fri:	US - $25.00
After normal business hours Mon-Fri:	US - $75.00
Saturday, Sunday & Holidays:	US - $250.00

Notes:

1. Please note that size exchanges and automatic garment replacement due to normal wear and tear are included in your weekly rental rates.

2. *** Indicates an Item of "Non-Standard Merchandise" hereby expressly made subject to the buy-back provisions in the Agreement. The application of direct embroidery, silkscreen, custom size emblems or non-standard placement of emblems to any Contract Item, or the application of emblems to the sleeve of any Contract Item, automatically classifies that item as a "Non-Standard Merchandise" item subject to the buy-back provisions specified in the Agreement.

3. All employees shall have the option of selecting either long or short sleeve shirts, or any combination thereof, if offered by item manufacturer, at the time of installation of Services at each Location; as thereafter only when garments are being ordered.

4. In certain instances, Auto Replacement Charges ("ARC") may apply but any such charge is intended to cover ongoing replacements of lost items to maintain agreed upon inventory levels. Replacement items will be added to returned inventory to compensate for the possible misplacement of such items. It being understood, however, the ARC is only an estimate and that accordingly additional charges or credits (as the case may be) will be affected (as necessary), upon agreement of the parties acting in good faith, following a review of actual losses.

5. All Merchandise items and their associated service charges are based, unless otherwise noted, on standard Company sizes and colors.

6. The weekly rental rates listed above are quoted in individual units. The weekly rental charges associated with the utilization of each such item will be flat rated and invoiced based upon the "Billed Quantity" indicated on the service invoice, whether or not such quantity is actually delivered in a given week.

7. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular ANSI / ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

7. Customers in the United States are entitled to purchase any needed items at 20% off the prices listed in Company's twice annually published Buyers Guide and Canadian Customers can purchase any needed items at 20% off list price ("The Purchased Items"). This discount shall only apply to the particular merchandise items but shall not include any associated personalization charges or applicable sales taxes or freight / handling charges, which in any event shall remain the responsibility of the ordering Locations. In order to qualify for this discount, all such orders for Purchased Items must be submitted by Customer's Locations directly to Company's corporate distribution centers in Owensboro, KY or (as applicable) Mississauga, Ontario, Canada. Contact numbers are as follows:

   Owensboro, Kentucky, Telephone (877)-864-2202, Facsimile (877)-864-2244, email: nacsgroup@unifirst.com.

   Mississauga, Ontario, Telephone (800)-263-4342; Facsimile, (905)-624-8003; email, Canada_sales@unifirst.com.

US Direct Purchase Pricing

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
1.	100% Cotton Long Sleeve Shirts	0101	$17.59
2.	UniWeave® Soft Comfort Long Sleeve Uniform Shirts	0102	$15.99
3.	Snap-Front Long Sleeve Chambray Shirts	0108	$21.59

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	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
4.	Park Street® Long Sleeve Oxfords	0111	$19.19
5.	Women's Long Sleeve Oxfords	0112	$19.19
6.	Blue/White Stripe Long Sleeve Shirts	0123	$17.59
7.	Thin Stripe Long Sleeve Shirts	0137	$21.59
8.	Spotlite LX® Enhanced Visibility Long Sleeve Work Shirts	013B	$29.59
9.	Spotlite LX® Enhanced Visibility Long Sleeve Work Shirts	013C	$29.59
10.	Food Service Long Sleeve Gripper Shirts	0157	$18.39
11.	Long Sleeve Security Shirts	0167	$30.39
12.	Wide Stripe Long Sleeve Shirts	0172	$17.59
13.	Snap-Front Long Sleeve Denim Shirts	0178	$23.19
14.	UniWeave® Food Service Long Sleeve Gripper Shirts	0198	$14.39
15.	Long Sleeve Cotton T-Shirts with Pocket	01DP	$11.99
16.	Crewneck Fleece Sweatshirts	01FF	$33.59
17.	Hooded Pullover Fleece Sweatshirts	01FG	$39.99
18.	Full-Zip Front Fleece Sweatshirts	01FH	$43.99
19.	Solid Long Sleeve Ripstop Shirts	01MB	$25.59
20.	Motorsport Image Long Sleeve Shirts	01MS	$27.99
21.	Armorex FR® Work Shirts	01NX	$81.59
22.	Long Sleeve OilBlok Performance Shirts	01OB	$28.79
23.	Sport-Tek® V-Neck Wind Shirts	01PN	$18.39
24.	Cotton/Poly Brushed Twill Long Sleeve Shirt	01PO	$17.59
25.	Flame Resistant Crew Neck Shirts	01TR	$43.99
26.	100% Cotton Short Sleeve Shirts	0201	$16.79
27.	UniWeave® Soft Comfort Short Sleeve Uniform Shirts	0202	$15.19
28.	Snap-Front Short Sleeve Chambray Shirts	0208	$19.19
29.	Park Street® Short Sleeve Oxfords	0211	$17.59
30.	Blue/White Stripe Short Sleeve Shirts	0223	$15.99
31.	Thin Stripe Short Sleeve Shirts	0237	$19.99
32.	Spotlite LX® Enhanced Visibility Short Sleeve Work Shirts	023B	$27.99
33.	Spotlite LX® Enhanced Visibility Short Sleeve Work Shirts	023C	$27.99
34.	UniWeave® Food Service Short Sleeve Gripper Shirts	0240	$11.99
35.	Short Sleeve Blended T-Shirts with Pocket	026H	$7.19
36.	Athletic-Cut Short Sleeve T-Shirts	026J	$7.19
37.	Snap-Front Short Sleeve Denim Shirts	027A	$21.59
38.	Women’s V-Neck Tunics	02A1	$19.19
39.	Wrangler® RIGGS Cotton SS Henley	02B6	$15.99
40.	100% Cotton Piqué Knit Polos	02EH	$19.99
41.	100% Cotton Piqué Knit Polos with Pocket	02EI	$23.19
42.	Short Sleeve Cotton T-Shirts	02FT	$7.99
43.	Berne® Heavyweight Short Sleeve Pocket T-Shirts	02GH	$14.39
44.	High Visibility Pocket T-Shirts	02HY	$30.39
45.	Class 2 High-Visibility T-Shirt	02IY	$30.39
46.	Solid Short Sleeve Ripstop Shirts	02MB	$23.19
47.	Men's Sport-Tek® PosiCharge® Tough Tees™	02MH	$11.19
48.	Motorsport Image Short Sleeve Shirts	02MS	$23.99

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
49.	Nike® Dri-FIT™ Short Sleeve T-Shirts	02NC	$21.59
50.	Short Sleeve OilBlok Performance Shirts	02OB	$27.19
51.	Men's Pima Cotton Polo	02PE	$17.59
52.	Unisex V-Neck Scrub Tops	02SI	$14.39
53.	Sport-Tek® Heather Color-Block Contender™ T-Shirts	02TT	$10.39
54.	Performance Technician Long Sleeve Shirts	0313	$30.39
55.	Thin Stripe Long Sleeve Shirts	0314	$21.59
56.	Women's Long Sleeve Uniform Shirts	0335	$15.99
57.	Long Sleeve Cotton T-Shirts	035F	$8.79
58.	Long Sleeve Blended T-Shirts	035I	$7.99
59.	Open-Collar Long Sleeve Denim Shirts	0361	$19.19
60.	Athletic-Cut Long Sleeve T-Shirts	036J	$11.19
61.	Men's Pinpoint Long Sleeve Dress Shirts	03AR	$19.99
62.	Berne® Insulated Hooded Zip Sweatshirts	03AT	$40.79
63.	Berne® Insulated Quarter-Zip Pullover Sweatshirts	03BN	$36.79
64.	Long Sleeve Flame Resistant Polos	03FE	$79.19
65.	Silk Touch™ Long Sleeve Polos	03FT	$22.39
66.	Berne® Heavyweight Long Sleeve Pocket T-Shirts	03GH	$17.59
67.	High Visibility Black-Bottom Shirts	03HE	$18.39
68.	Men's Pinpoint Mesh Half-Zip Pullovers	03MU	$25.59
69.	Nike® Dri-FIT™ Long Sleeve T-Shirts	03NK	$26.39
70.	Easy Care Long Sleeve Shirts	03PG	$23.99
71.	Men's SuperPro™ Twill Long Sleeve Shirts	03SQ	$23.99
72.	High Visibility Ripstop Long Sleeve Work Shirts	03TO	$47.99
73.	UniWeave® Micro Check Long Sleeve Shirts	03UM	$19.19
74.	Core Classic Long Sleeve Piqué Polos	03VP	$18.39
75.	Button-Front Long Sleeve Chambray Shirts	03YB	$26.39
76.	Wide Stripe Short Sleeve Shirts	0405	$15.99
77.	Performance Technician Short Sleeve Shirts	0413	$27.19
78.	Thin Stripe Short Sleeve Shirts	0414	$19.99
79.	Women's Short Sleeve Oxfords	0422	$17.59
80.	Women's Short Sleeve Uniform Shirts	0436	$15.19
81.	Men's Recycled Poly Polo	047A	$17.59
82.	Men's Pinpoint Short Sleeve Dress Shirts	04AR	$19.19
83.	Silk Touch™ Polos with Pocket	04BT	$17.59
84.	Short Sleeve Tipped Collar HI-Performace Polo	04DO	$15.99
85.	Short Sleeve Flame Resistant Polos	04FE	$73.59
86.	Micro Piqué Gripper Polos	04GM	$23.19
87.	Port Authority® Fine Stripe Performance Polo	04GN	$29.59
88.	Enhanced Visibility Polos	04HV	$21.59
89.	Performance Knit® Color-Block Polos	04KE	$19.99
90.	Performance Knit® Two-Tone Polos	04KF	$19.99
91.	Men's Lightweight Snag-Proof Polos	04MF	$19.99
92.	Men's Sport-Tek® Embossed PosiCharge® Tough Polos™	04MG	$22.39
93.	UniSport® Micro Piqué Polos	04MM	$17.59

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
94.	Snag-Proof Tactical Polos	04MO	$31.99
95.	Sport-Tek® Tricolor Micro Piqué Polos	04MQ	$25.59
96.	Short Sleeve Micro Piqué Polos with Pocket	04MR	$21.59
97.	Two-Color Snag-Proof Pocket Polos	04MT	$30.39
98.	Men's Nike® Dri-FIT™ Polos	04NJ	$39.19
99.	Nike UV Polo	04NL	$50.39
100.	Nike® Dri-FIT™ Piqué Polos	04NV	$47.99
101.	Easy Care Short Sleeve Shirts	04PG	$22.39
102.	Sport-Tek® Heather Colorblock Contender™ Polo	04SH	$20.79
103.	Lightweight Snag-Proof Tactical Polos	04SL	$19.99
104.	Men's SuperPro™ Twill Short Sleeve Shirts	04SQ	$23.99
105.	Open-Collar Short Sleeve Denim Shirts	04SS	$17.59
106.	Short Sleeve Blended T-Shirts	04TG	$3.99
107.	High Visibility Ripstop Short Sleeve Work Shirts	04TO	$45.59
108.	Men's Core Cotton V-Neck T-Shirts	04TR	$7.19
109.	UniWeave® Micro Check Short Sleeve Shirts	04UM	$17.59
110.	Port & Company® All-American Tee	04US	$8.79
111.	Core Classic Short Sleeve Piqué Polos	04VP	$12.79
112.	Core Classic Short Sleeve Piqué Polos with Pocket	04VQ	$14.39
113.	Button-Front Short Sleeve Chambray Shirts	04YB	$23.99
114.	Women's Short Sleeve Uniform Blouse	0521	$16.79
115.	Women's Short Sleeve Cotton T-Shirts	056C	$5.59
116.	Women's Pinpoint Long Sleeve Dress Shirts	05AE	$19.99
117.	Women’s 3/4 Sleeve Blouse	05AH	$22.39
118.	Women's Silk Touch™ Polos	05AV	$15.19
119.	Women’s Cotton Polos	05AZ	$19.99
120.	Ladies 3/4-Sleeve Easy Care Shirt	05BT	$21.59
121.	Women's Short Sleeve Easy Care Shirt	05CH	$21.59
122.	Women's Short Sleeve Easy Care Shirt	05CK	$22.39
123.	Sport-Tek® Ladies Competitor™ Tee	05DQ	$7.19
124.	Women's Long Sleeve Crosshatch Easy Care Shirt	05DS	$31.99
125.	Women's Sport-Tek® Full-Zip Hooded Fleece Sweatshirts	05EB	$37.59
126.	Women's Flame Resistant Fleece Jackets	05FE	$131.19
127.	Women's Performance Knit® Two-Tone Polos	05KE	$19.99
128.	Women's Lightweight Snag-Proof Polos	05MF	$19.99
129.	Women's Sport-Tek® Embossed PosiCharge® Tough Polos™	05MG	$22.39
130.	Women's Sport-Tek® PosiCharge® Tough Tees™	05MH	$11.19
131.	Women's UniSport® Micro Piqué Polos	05MM	$17.59
132.	Women's Sport-Tek® Tricolor Micro Piqué Polos	05MQ	$25.59
133.	Women's MIMIX™ OilBlok Cook Shirts	05MR	$19.99
134.	Women's Pinpoint Mesh Half-Zip Pullovers	05MU	$25.59
135.	Women's MIMIX™ Long Sleeve Ripstop Work Shirts	05MW	$25.59
136.	Women's MIMIX™ Short Sleeve Ripstop Work Shirts	05MX	$23.19
137.	Women's Sport-Tek® PosiCharge® Competitor™ Polos	05MZ	$9.59
138.	Women's Nike® Dri-FIT™ Polos	05NJ	$39.19

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
139.	Women's Nike® Dri-FIT™ Short Sleeve T-Shirts	05NO	$21.59
140.	Women's Nike® Dri-FIT™ Piqué Polos	05NV	$47.99
141.	Women's Long Sleeve OilBlok Performance Shirts	05OB	$28.79
142.	Women's Short Sleeve OilBlok Performance Shirts	05OC	$27.19
143.	Women's Stretch V-Neck Shirts	05PP	$12.79
144.	Sport-Tek® Ladies Heather Colorblock Contender™ Polo	05SH	$20.79
145.	Women's New Era® Full-Zip Hooded Fleece Sweatshirts	05SN	$36.79
146.	Women's New Era® Hooded Fleece Pullover Sweatshirts	05SO	$33.59
147.	Women's SuperPro™ Twill Long Sleeve Shirts	05SQ	$23.99
148.	Women's SuperPro™ Twill Short Sleeve Shirts	05SR	$23.99
149.	Women's Core Cotton V-Neck T-Shirts	05SS	$7.19
150.	Women's Knit Dress Shirts	05TH	$29.59
151.	Women's Long Sleeve T-Shirts	05TL	$13.59
152.	Short Sleeve Security Shirts	0607	$24.79
153.	Food Service Short Sleeve Gripper Shirts	0626	$19.19
154.	Men's Button-Down Collar Short Sleeve Poplin Shirts	0636	$20.79
155.	Short Sleeve Colorblock Competitor T-shirt	066J	$10.39
156.	Spotlite LX® High Visibility Short Sleeve Work Shirts	06AH	$46.39
157.	Men's Silk Touch™ Polos	06AV	$15.19
158.	Men's Short Sleeve Performance Poplin Shirt	06AW	$18.39
159.	Spotlite LX® High Visibility Short Sleeve Work Shirts	06DH	$55.19
160.	Flame Resistant Short Sleeve Polo Shirts	06FE	$119.99
161.	High Visibility Short Sleeve T-Shirts with Pocket	06HX	$39.99
162.	MIMIX™ Short Sleeve High Visibility Ripstop Work Shirts	06MH	$63.19
163.	MIMIX™ OilBlok Cook Shirts	06MW	$19.99
164.	MIMIX™ Short Sleeve Ripstop Work Shirts	06MX	$23.19
165.	MIMIX™ Short Sleeve High Visibility Ripstop Work Shirts	06MY	$80.79
166.	Sport-Tek® PosiCharge® Competitor™ Polos	06MZ	$9.59
167.	Class 2 Hi-Vis SS Ripstop Work Shirt	06PH	$66.39
168.	Ripstop Short Sleeve Crew Shirts	07CS	$27.99
169.	Men's Soft-Touch Polyester Polos	07DF	$15.99
170.	Tricolor Short Sleeve Ripstop Shirts	07UF	$26.39
171.	Dickies® Short Sleeve Canvas Work Shirts	07WW	$30.39
172.	Men's Button-Down Collar Long Sleeve Poplin Shirts	0820	$22.39
173.	Button-Down Collar Long Sleeve Denim Shirts	0850	$19.19
174.	Long Sleeve T-Shirt with Pocket	0871	$17.59
175.	Long Sleeve T-Shirt	087B	$15.99
176.	Long Sleeve Blended Cotton Polos	08AB	$20.79
177.	Short Sleeve Micro Piqué Polos	08AP	$22.39
178.	Men's Long Sleeve Performace Poplin Shirt	08AW	$19.99
179.	Quarter-Zip Sport-Tek® Sweatshirts	08BK	$33.59
180.	Quarter-Zip Fine-Gauge Sweaters	08BS	$35.99
181.	Men's Sport-Tek® Full-Zip Hooded Fleece Sweatshirts	08CK	$37.59
182.	Sport-Tek® Raglan Long Sleeve T-Shirts	08CM	$14.39
183.	Ripstop Long Sleeve Crew Shirts	08CS	$29.59

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
184.	100% Poly Fleece Pullover	08DK	$33.59
185.	Long Sleeve Crosshatch Easy Care Shirt	08DS	$31.99
186.	Flame Resistant Long Sleeve Polo Shirts	08FE	$127.99
187.	Flame Resistant Quarter-Zip Hooded Sweatshirts	08FL	$156.79
188.	High Visibility Long Sleeve T-Shirts with Pocket	08HX	$44.79
189.	MIMIX™ Long Sleeve Ripstop Work Shirts	08MX	$25.59
190.	Crewneck Fleece Sweatshirts	08SC	$12.79
191.	Hooded Pullover Fleece Sweatshirts	08SH	$21.59
192.	CornerStone® Half-Zip Job Shirts	08SK	$63.99
193.	New Era® Full-Zip Hooded Fleece Sweatshirts	08SN	$36.79
194.	New Era® Hooded Fleece Pullover Sweatshirts	08SO	$33.59
195.	Full-Zip Front Fleece Sweatshirts	08SZ	$24.79
196.	Flame Resistant Henley Shirts	08TR	$57.59
197.	Tricolor Long Sleeve Ripstop Shirts	08UF	$28.79
198.	Dickies® Long Sleeve Canvas Work Shirts	08WW	$31.99
199.	Women's Button-Down Collar Long Sleeve Poplin Shirts	0960	$22.39
200.	Long Sleeve Two-Tone Crew Shirt	0962	$23.99
201.	Spotlite LX® High Visibility Long Sleeve Work Shirts	09AH	$43.99
202.	Armorex FR® Food Service Work Shirts	09AU	$53.59
203.	Berne® Full-Zip Hooded FR Sweatshirts	09DA	$135.99
204.	Spotlite LX® High Visibility Long Sleeve Work Shirts	09DH	$62.39
205.	Flame Resistant Full-Zip Hooded Sweatshirts	09EF	$156.79
206.	Armorex® COOL Work Shirts	09FC	$55.99
207.	Armorex FR® Work Shirts	09FR	$43.19
208.	Armorex FR® Enhanced Visibility Work Shirts	09FU	$59.19
209.	MIMIX™ Long Sleeve High Visibility Ripstop Work Shirts	09MH	$65.59
210.	MIMIX™ Long Sleeve High Visibility Ripstop Work Shirts	09MY	$83.19
211.	Class 2 Hi-Vis LS Ripstop Work Shirt	09PH	$67.99
212.	Armorex FR® Work Shirts	09TC	$58.39
213.	Men's Knit Dress Shirt	09TH	$29.59
214.	100% Cotton Flat-Front Pants	1001	$23.99
215.	SofTwill® Flat-Front Uniform Pants	1002	$17.59
216.	SofTwill® Flat-Front Uniform Shorts	1034	$15.99
217.	Women’s Easywaist Pants	1043	$20.79
218.	Classic-Fit Chef Pants	105A	$19.19
219.	UniFirst Classic-Fit Jeans	1091	$20.79
220.	Women’s Wrangler® Blues	1092	$30.39
221.	Women’s Cargo Pants	10A4	$27.19
222.	Women’s Scrub Pants	10A5	$17.59
223.	Women’s Cargo Shorts	10A9	$25.59
224.	SofTwill® Cargo Pants	10AI	$25.59
225.	Wrangler® RIGGS Workwear® Workhorse Jeans	10B2	$33.59
226.	SofTwill® Cell Phone Pants	10B6	$23.19
227.	Wrangler® RIGGS Workwear® Carpenter Jeans	10B7	$35.99
228.	Dickies® StayDark® Denim Jeans	10CE	$20.79

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
229.	Wrangler® RIGGS Workwear® Ripstop Ranger Pants	10CG	$44.79
230.	Unisex Ultimate Cargo Scrub Pants	10D2	$20.79
231.	Women's Straight-Leg Cargo Scrub Pants	10D3	$21.59
232.	Class E High Visibility Rain Pants	10DL	$21.59
233.	Performance Shop Pants	10DO	$35.99
234.	Wrangler® Flame Resistant Relaxed-Fit Jeans	10FB	$69.59
235.	Wrangler® Flame Resistant Carpenter Jeans	10FC	$69.59
236.	Armorex FR® Work Pants	10FR	$47.19
237.	Men's Sanded Finish FR Jeans	10FU	$55.99
238.	UniFirst HD Denim Relaxed-Fit Jeans	10HD	$26.39
239.	SofTwill® Service Pants	10HE	$19.19
240.	MIMIX™ Utility Pants	10MX	$27.99
241.	Armorex FR® Work Pants	10NX	$89.59
242.	Armorex FR® Work Pants	10TS	$68.79
243.	Armorex FR® Cotton Carpenter Jeans	10UC	$62.39
244.	Dickies® Canvas Flat-Front Work Pants	10WW	$32.79
245.	Women's Pleated Pants	1113	$23.19
246.	SofTwill® Pleated Pants	1122	$23.19
247.	Women's Pleated Shorts	1125	$22.39
248.	SofTwill® Pleated Shorts	1129	$19.99
249.	SofTwill® Flexwaist Pants	1138	$19.19
250.	Comfort Fit Chef Pants	1141	$17.59
251.	Wrangler® Relaxed-Fit Jeans	1144	$30.39
252.	Wrangler® RIGGS Workwear® Carpenter Shorts	114C	$26.39
253.	Women's Flexwaist Pants	1167	$19.19
254.	Baggy Chef Pants	117A	$19.19
255.	Dickies® Women's Industrial Five-Pocket Jeans	11AS	$25.59
256.	ZeroSkratch™ Lightweight Crew Pants	11CP	$36.79
257.	Women's ZeroSkratch™ Lightweight Crew Pants	11CQ	$30.39
258.	Wrangler® Cool Vantage™ Relaxed-Fit FR Jeans	11CV	$84.79
259.	Women's Low-Rise Boot-Cut Pants	11DF	$27.19
260.	Women's Flame Resistant Jeans	11EA	$60.79
261.	Pre-Washed Denim Dungaree - EXCEL FR®	11EB	$60.79
262.	Wrangler® Riggs Illuminate® Enhanced Visibility Pants	11EV	$58.39
263.	Women's Sanded Finish FR Jeans	11FU	$55.99
264.	Armorex FR® Jeans	11KG	$45.59
265.	Women's MIMIX™ Utility Pants	11MX	$27.99
266.	SofTwill® Pocketless Service Pants	11UM	$19.19
267.	Dickies® Canvas Cargo Pants	11WW	$36.79
268.	100% Cotton Cargo Pants	1213	$26.39
269.	Spotlite LX® Enhanced Visibility Work Pants	123B	$30.39
270.	Spotlite LX® Enhanced Visibility Work Pants	123C	$30.39
271.	SofTwill® Cargo Shorts	1271	$23.19
272.	Unisex Poplin Scrub Pants	1276	$11.19
273.	Cargo Pants	12AA	$22.39

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
274.	Women's Work NMotion™ Pants	12AG	$27.19
275.	Wrangler® RIGGS Workwear® Ripstop Carpenter Pants	12AJ	$39.99
276.	Blaklader Bantam Pant (Lighter weight)	12BC	$67.19
277.	Blacklader® 12-oz."Brawny" Pant	12BD	$68.79
278.	Dickies® Cargo Shorts	12BP	$24.79
279.	Dickies Carpenter Shorts	12BU	$22.39
280.	Wrangler® RIGGS Ripstop Shorts	12CG	$33.59
281.	Dickies® Carpenter Jeans	12CH	$26.39
282.	Berne® Ripstop Cargo Pants	12DI	$38.39
283.	Berne® Washed Duck Carpenter Jeans	12DK	$30.39
284.	Performance Shop Shorts	12DO	$29.59
285.	MIMIX™ Utility Shorts	12MX	$24.79
286.	ZeroSkratch™ Lightweight Crew Shorts	12NS	$31.99
287.	UniFirst Carpenter Jeans	12UH	$22.39
288.	Torrent Waterproof Pants	12WP	$44.79
289.	Dickies® Canvas Cargo Shorts	12WW	$31.99
290.	Women's Challenger™ Jackets	1456	$51.19
291.	Women's Textured Soft-Shell Jackets	14EJ	$58.39
292.	Women's Color-Block Microfleece Jackets	14EM	$29.59
293.	Women's Camouflage Microfleece Jackets	14EP	$31.99
294.	Women's Microfleece Jackets	14HC	$24.79
295.	Women's Core Soft-Shell Jackets	14ML	$39.99
296.	Women's Sport-Tek® Weather-resistant Jacket	14SJ	$49.59
297.	Women's Torrent Waterproof Jackets	14WP	$47.19
298.	UniWear® Permalined Jackets	1506	$38.39
299.	UniWear® Ike Jackets	1507	$34.39
300.	UniWear® Permalined Hip Jackets	1527	$39.99
301.	Coach's Jackets	1540	$29.59
302.	Fleece Jackets	15AC	$25.59
303.	Heavyweight Parkas	15AL	$92.79
304.	Challenger™ Jackets	15AN	$51.19
305.	High Visibility Rain Jackets	15DL	$49.59
306.	Coach's Jackets	15DU	$19.99
307.	High Visibility Jackets	15EG	$94.39
308.	Spotlite LX® Enhanced Visibility Work Jackets	15EH	$41.59
309.	Spotlite LX® Enhanced Visibility Work Jackets	15EI	$41.59
310.	Men's Textured Soft-Shell Jackets	15EJ	$58.39
311.	Men's Color-Block Microfleece Jackets	15EM	$29.59
312.	Men's Camouflage Microfleece Jackets	15EP	$31.99
313.	Berne® FR Hooded Jackets with Quilt Lining	15FH	$196.79
314.	Three-Season Jackets	15GS	$47.19
315.	Men's Microfleece Jackets	15HC	$24.79
316.	Color-Block Raglan Jackets with Zip Front	15JA	$26.39
317.	Sport Tek® Fleece-Lined Color-Block Jackets	15JB	$39.99
318.	Core Soft-Shell Jackets	15ML	$39.99

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
319.	Sport-Tek® Color-Block Soft-Shell Jackets	15SJ	$49.59
320.	Berne® High Visibility Soft-Shell Jackets	15SN	$61.59
321.	UniWeave® Micro Check Shirt Jacs	15UM	$19.99
322.	Men's Torrent Waterproof Jackets	15WP	$47.19
323.	Hooded Rain Jackets with Pouch	15WQ	$40.79
324.	Dickies® Canvas Jackets	15WW	$59.99
325.	High Visibility Class 3 Vest	1628	$23.99
326.	Enhanced Visibility Vest	1656	$7.19
327.	Class 2 High-Visibility Vest	1657	$11.19
328.	Class 2 High Visibility Vests	1660	$5.59
329.	Class 3 High Visibility Vest	1661	$14.39
330.	Duck Insulated Vests	16DJ	$43.99
331.	UniWear® Zip-In/Out Liners	1721	$20.79
332.	Zip-In Jacket Liners	1727	$21.59
333.	Berne® Hooded Duck Jackets	18AA	$55.19
334.	Panorama Jackets	18AE	$59.19
335.	Class 3 Bomber Jackets	18AI	$95.99
336.	Berne® Quilt-Lined Chore Coats	18BG	$60.79
337.	Gasoline Jackets	18BW	$59.19
338.	Port Authority® Waterproof Mossy Oak® Challenger™ Jacket	18CP	$77.59
339.	High Visibility Black-Bottom Bomber Jackets	18DH	$39.99
340.	3-in-1 Jackets	18DS	$94.39
341.	Flame Resistant Lined Bomber Jackets	18EA	$159.19
342.	Flame Resistant Team Jackets	18EB	$135.19
343.	Excel FR™ Bomber Jacket	18EC	$185.59
344.	Flame Resistant Enhanced Visibility Parkas	18EI	$239.19
345.	Flame Resistant Fleece Jackets	18FH	$148.79
346.	Duck Chore Coats	18GZ	$63.19
347.	Flame Resistant Jackets	18SC	$193.59
348.	Women's Vneck Cardigan Sweater	2061	$27.19
349.	Women’s 3/4 Sleeve Shrugs	20AQ	$33.59
350.	Unisex Fine-Gauge V-Neck Sweaters	20AX	$33.59
351.	Women’s Open-Front Cardigans	20AY	$34.39
352.	Button-Down Collar Short Sleeve Denim Shirts	2205	$17.59
353.	UniWear® Men’s Lab Coats	2524	$17.59
354.	UniWear® Shop Coats	2525	$25.59
355.	UniWear® Unisex Counter Coats	2526	$17.59
356.	UniWear® 10-Button Full Sleeve Chef Coats	2531	$17.59
357.	UniWear® 10-Knot 3/4 Sleeve Chef Coats	2537	$19.99
358.	Contrast Trim Chef Coat	25AW	$20.79
359.	Unisex Protective Lab Coats	25BD	$21.59
360.	Executive Chef Coat	25CK	$37.59
361.	Flame Resistant Lab Coats	25EA	$43.19
362.	10-Knot Full Sleeve Chef Coats	25GA	$25.59
363.	Women's MIMIX™ OilBlok 10-Button Short Sleeve Chef Coats	25MV	$23.99

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
364.	MIMIX™ OilBlok 10-Button Short Sleeve Chef Coats	25MW	$23.99
365.	MIMIX™ OilBlok 10-Button Chef Coats	25MX	$26.39
366.	Women's MIMIX™ OilBlok 10-Button Chef Coats	25MY	$26.39
367.	MIMIX™ OilBlok Knotted 10-Button Chef Coats	25MZ	$27.19
368.	Snap Front Tunic Chef Coat	25SA	$31.99
369.	UniWear® Short Sleeve Mesh-Back Chef Coats	25SB	$27.99
370.	Long Sleeve Mesh-Back Chef Coats	25SC	$23.99
371.	Long Sleeve Mesh-Back Chef Coats	25SD	$22.39
372.	Short Sleeve Mesh-Back Chef Coats	25SE	$20.79
373.	Women's Lab Coats	2626	$20.79
374.	UniWear® Cotton Snap-Front Coveralls	3001	$39.99
375.	UniWear® Cotton Blend Zip-Front Coveralls	3002	$27.99
376.	Insulated Coveralls	3045	$83.99
377.	Armorex FR® Coveralls	30FR	$83.99
378.	Armorex FR® Coveralls	30NX	$148.79
379.	Enhanced Visibility Coveralls	30RQ	$63.19
380.	Enhanced Visibility Coveralls	30RR	$61.59
381.	Flame Resistant Enhanced Visibility Coveralls	30RX	$133.59
382.	Armorex FR® Coveralls	30TS	$119.99
383.	Armorex® COOL Coveralls	30TT	$111.99
384.	Insulated Bib Overalls	3528	$68.79
385.	Short Sleeve Speedsuits	4022	$32.79
386.	Short Sleeve Cotton T-Shirts with Pocket	4210	$8.79
387.	Women's Button-Down Collar Short Sleeve Poplin Shirts	4248	$22.39
388.	Short Sleeve Two-Tone Crew Shirt	4250	$22.39
389.	Unisex Poplin Scrub Tops	4254	$11.19
390.	Short Sleeve T-Shirt with Pocket	4277	$14.39
391.	Short Sleeve T-Shirt	427B	$13.59
392.	Unisex Warm-Up Jackets	4502	$17.59
393.	Women's Short Sleeve Smocks	4520	$18.39
394.	Unisex Scrub Jacket	4536	$11.99
395.	Women's 3/4 Sleeve Smocks	4544	$16.79
396.	Women's Warm-Up Jackets	4588	$31.19
397.	UniWear® Butcher Coats	5009	$18.39
398.	UniWear® Butcher Coats	5020	$18.39
399.	UniWear® Butcher Coats	5026	$15.99
400.	UniWear® Butcher Coats	5033	$15.99
401.	Pocketless Food Processor Coats with Knit Cuffs	50AX	$20.79
402.	UniWear® Food Processor Coats with Knit Cuffs	50AY	$19.19
403.	UniWear® Food Processor Coats with Open Cuffs	50AZ	$19.19
404.	Cobbler Apron	7011	$11.99
405.	Full-Length Aprons	7014	$9.59
406.	Bistro Apron	7019	$8.79
407.	Knee-Length Bibs	7046	$8.79
408.	Pinstripe V-Neck Apron with Pockets	7057	$11.19

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
409.	Reversible Unisex Scrub Tops	7204	$7.19
410.	Women's Fashion Tunics	7205	$14.39
411.	Women’s Flare Scrub Pants	7217	$17.59
412.	Reversible Unisex Scrub Pants	7221	$8.79
413.	Unisex Ultimate Cargo Pants	7245	$17.59
414.	Women’s Crossover Tunics	7250	$17.59
415.	Women’s Flare-Leg Scrub Pants	7253	$20.79
416.	Women’s Double V-Neck Tunics	7257	$18.39
417.	Women’s Mock Crossover Tunics	7260	$17.59
418.	Women's Crossover Scrub Top	7261	$19.19
419.	Unisex Short Sleeve Scrub Tops	7262	$12.79
420.	Short Sleeve Raglan Scrub Shirt	7263	$15.99
421.	Women’s Flare-Leg Cargo Scrub Pants	7264	$19.99
422.	Unisex Cargo Scrub Pants	7265	$15.19
423.	Women’s Notched-Neck Tunics with Side Flex	72SH	$15.99
424.	Women’s V-Neck Tunics	72SI	$15.19
425.	Women’s Mock Wrap Tunics	72SJ	$15.99
426.	Relaxed Brushed Twill Caps	9028	$6.39
427.	Snap-On Hoods	9030	$11.99
428.	Twill Mesh Cap	9066	$3.19
429.	Knit Cap	9079	$4.79
430.	Brushed Twill Cap	9087	$6.39
431.	Sandwich Bill Caps	90AN	$7.19
432.	Extreme Outdoor Caps with Flap	90BA	$11.99
433.	Classic Duck Caps	90BF	$7.99
434.	Mesh Snap-Back Caps	90BG	$5.59
435.	Low Profile Cotton Caps	90BS	$5.59
436.	Cotton Flash Cap	90BT	$6.39
437.	Solid Stripe Knit Caps	90BW	$5.59
438.	UNIFIT™ Caps	90BX	$7.99
439.	Blaze Orange Pheasant Wildlife Cap	90CQ	$10.39
440.	Blaze Orange Buck Wildlife Cap	90CR	$10.39
441.	Comfort Fit Camouflage Caps	90CZ	$7.99
442.	Enhanced Visibility Knit Caps	90DB	$8.79
443.	Panthervision™ Camo Cap	90DC	$15.99
444.	Panthervision™ Cap	90DG	$15.99
445.	Enhanced Visibility Caps	90DM	$7.19
446.	Camouflage Knit Cap	90DN	$7.19
447.	Classic Beanie	90DO	$3.19
448.	UNIFIT™ Trucker Mesh Caps	90DQ	$11.19
449.	Contrasting Trim Caps	90DR	$10.39
450.	Flat Bill Snap-Back Mesh Caps	90DS	$9.59
451.	Camouflage Cap with Contrast Stitching	90DT	$9.59
452.	Poly/Wool Baseball Caps	90DU	$10.39
453.	Vintage Trucker Mesh Caps	90FJ	$7.99

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
454.	Break-Up Country® Trucker Mesh Caps	90GK	$11.19
455.	Flame Resistant Carhartt® Knit Hats	90GP	$27.99
456.	Duck Snap On Hood	90GZ	$17.59
457.	One-Hole Facemasks	90ND	$7.99
458.	One-Hole Facemasks with 3M™ Thinsulate™	90NF	$9.59
459.	Vintage Mesh-Back Caps	90NG	$11.19
460.	Nike Sphere Dry Cap	90NK	$19.99
461.	Nike® Dri-FIT™ Mesh Flex Sandwich Caps	90NL	$15.99
462.	Wide-Brim Ripstop Hats	90SD	$14.39
463.	Sport-Tek® Performance Knit Caps	90SQ	$7.99
464.	Half Apron	9402	$6.39
465.	Chef Hat	9408	$5.59
466.	Nylon Sports Backpack	94AB	$3.99
467.	Fingertip Golf Towel	94AL	$3.19
468.	Large Canvas Tote	94AP	$7.19
469.	Fleece Sweatshirt Cinch Packs	94DD	$6.39
470.	Squeeze Lock Hard Hat	9623	$7.34
471.	HydraHyde® Leather Work Gloves	96CA	$16.00
472.	HydraHyde® Leather Work Gloves with Thinsulate™	96CB	$26.40
473.	Scratchless Uniform Belt	9918	$17.59
474.	Uniform Belt with Hidden Elastic	991B	$26.39
475.	1 ¼″ Cotton Web Belt with Buckle	9945	$6.39
476.	Standard Uniform Belt	9947	$15.99
477.	Kevlar Gloves	99LA	$104.79
478.	Large Coated String Knit Gloves	99LB	$10.39
479.	Cowhide Palm Gloves	99LC	$24.39
480.	Cowhide Palm Gloves	99LD	$24.39
481.	Small Cowhide Driving Gloves	99LE	$67.43
482.	Medium Cowhide Driving Gloves	99LF	$67.43
483.	Large Cowhide Driving Gloves	99LG	$67.43
484.	Xlarge Cowhide Driving Gloves	99LH	$70.71
485.	The Safety M-Pact ORHD Complete Protection Glove	99LI	$29.75
486.	Large Double Cowhide Gloves	99LJ	$34.39
487.	BROWN JERSEY GLOVES (Men's Large)	99LK	$6.15
488.	BROWN JERSEY GLOVES (Women's Large)	99LL	$6.15
489.	PVC Dot Gloves	99LM	$5.59
490.	PVC Dot Gloves (2 Sides)	99LN	$6.39
491.	Women's PVC Dot Gloves (2 Sides)	99LO	$6.39
492.	Clear Wrap Around Safety Glasses	99LP	$30.39
493.	Rubber Temple Safety Glasses	99LR	$24.79
494.	Sport Style Safety Glasses	99LS	$31.19
495.	Adjustable Temple Safety Glasses	99LT	$26.39
496.	Lens Cleaning Tissues	99LU	$3.19
497.	Emergency Eyewash Stations	99LV	$312.79
498.	Eyewash Water Preservative	99LW	$11.19

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Program Product and Rates

	US Contract Item - Description	UniFirst Item #	US 20% catalog discount Standard Sizes
499.	Deluxe Emergency Eyewash Stations	99LX	$551.19
500.	Saline Replacement Cartridges For Deluxe Station	99LY	$231.19
501.	NRR 32db EAR PLUGS CORDED	99LZ	$23.19
502.	NRR 32db EAR PLUGS UNCORDED	99MA	$23.99
503.	NRR 30db EAR PLUGS CORDED	99MB	$23.19
504.	NRR 30db EAR PLUGS UNCORDED	99MC	$23.99
505.	NRR 33db EAR PLUGS - CORDED	99MD	$27.19
506.	NRR 33db EAR PLUGS UNCORDED	99ME	$25.59
507.	NRR 29db EAR PLUGS CORDED	99MF	$10.55
508.	Nrr 27db Flanged Multi-Use Corded Ear Plugs	99MG	$111.99
509.	Nrr 27db Multi-Use Corded Ear Plugs	99MH	$121.59
510.	Nrr 25db Multi-Use Corded Ear Plugs	99MI	$89.59
511.	Nuisance Dust Masks	99MJ	$4.95
512.	N95 Dust Masks	99MK	$11.99
513.	N95 Dust Masks With Exhalation Valve	99ML	$12.79
514.	Class E High Visibility Hard Hats	99MM	$7.83
515.	Low Profile Hard Hats	99MO	$12.95
516.	Ratchet Suspension Class G Hard Hats	99MP	$107.43
517.	Full Brim Hard Hats	99MQ	$24.79
518.	NRR 29db EAR PLUGS UNCORDED	99MR	$74.55
519.	Mechanix® Utility Glove	99MX	$11.99
520.	NRR 27DB Noise Reduction Ear Plugs	99MZ	$138.39
521.	Mechanix Wear® Safety M-Pact Gloves	99RC	$44.23
522.	Thinsulate™ Lined Safety Gloves	99RD	$35.19
523.	Double Cowhide Gloves	99RE	$32.31
524.	Original All-Purpose Gloves	99RG	$19.19
525.	Mechanix Wear® M-Pact Shock Absorption Gloves	99RI	$25.59
526.	Mechanix Wear® FastFit Safety Hi-Vis Gloves	99RM	$12.79
527.	Oil & Gas Knit Gloves	99RP	$15.99
528.	FR Level 5 Gloves	99RR	$51.99
529.	Original® Leather Work Gloves	99RS	$23.19

***Please note there are possible upcharges on extended sizes.**

EXHIBIT A

UniFirst U1st

Customer Service Agreement

COMPANY NAME (Customer)	LOC. NO.
ADDRESS	ROUTE NO.
	DATE
PHONE	SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, L.P. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD*	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE**
* Out-sizes of otherwise standard Merchandise are deemed to be non-standard Merchandise.						
** Merchandise which is Val-U-Leased is not cleaned by UniFirst.						

CHARGE	AMOUNT	CHARGE	AMOUNT
Garment preparation per piece		Non-stock sizes per piece	
Name emblem per piece		Special Cuts per piece	
Company emblem per piece		Restock/Exchange per piece	
Embroidery: Wearer name per piece Company name per piece		Auto. Wiper Replacement Auto. Linen Replacement	
Garment Maintenance Program		DEFE (SEE DESCRIPTION ON REVERSE SIDE)	

COMMENTS

New Account ☐ Installation Date: _____ M/D/Y

Existing Account ☐

Minimum weekly service charge $ Payment Terms: C.O.D. ☐ Approved Charge* ☐

Approved charge CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% annum) for any amount in arrears may be applied.

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: _____ BY: _____ Date

ACCEPTED†: _____ Location Manager Date _____ Name and Title

*Charge status contingent upon continuing credit worthiness and may be revoked at UNIFIRST's discretion.

† This Agreement is effective only upon acceptance by UniFirst Location Manager.

CORPORATE OFFICE COPY

Form #1253R Rev. Date: 5/07 Rev: 001

EXHIBIT A (Continued)

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. (together with its subsidiaries, "UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies: (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months (260 revenue weeks) after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Customer agrees to pay the additional service-related charges listed on the front of this Agreement. Charges relating to an individual leaving the Customer's employ can be terminated by giving notice to UniFirst and by returning or paying for any Merchandise issued to that individual. Any Merchandise payments required, pursuant to this Agreement, will be at UniFirst's list replacement price(s) then in effect.

Each year, either upon the anniversary date of this Agreement or such other date as UniFirst may determine appropriate, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index – All Urban Consumers, Series ID: CUUR0000SAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's Invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 ½% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement. Customer agrees to a minimum weekly service charge, as indicated.

DEFE CHARGE. Customer's invoices may include a DEFE CHARGE, that may vary for different customer, to cover all or only portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of services and products to customer's places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that the Merchandise supplies is for general occupational use and, unless otherwise specified, affords no special wearer protections. Customer agrees to notify employees to that effect. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. Flame resistant garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. Flame resistant garments are designed for continuous wear as a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Customer acknowledges that UniFirst makes no representation, warranty or convent regarding the flame resistant characteristics of FR garments or their fitness or suitability for Customer's intended use. UniFirst advises that only special FR emblems be used on FR garments.

If the Merchandise supplies is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfy particular ANSI/ISEA standards only if so labeled. Customer acknowledges that UniFirst makes no representation, warranty or covenant regarding the visibility performance of garments or their suitability for Customer's intended use. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customers or Customer's employees use of the Merchandise, including without limitation all claims, injuries or damages arising from any alleged defects.

EXHIBIT A (Continued)

Customer agrees to notify all employees who will be wearing either flame resistant garments or visibility garments that they are designed to provide only limited levels of protection and only under certain conditions. UniFirst assumes no liability for any injury, personal or otherwise. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that UniFirst normally does not stock (including styles, colors, sizes or brands), or has been permanently personalized, ("Non-Standard Merchandise") then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Merchandise or the payment of replacement charges and the purchase of any non-standard merchandise items as set forth herein.

All disputes of whatever kind between the Customer and UniFirst based upon past present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where the Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. The Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all o fits costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorney's fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement. Neither party will be liable for any incidental, consequential, or punitive damages. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. dba UniFirst.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.5: Approve Roadway Asphalt Milling & Resurfacing Contract - 1st Amendment - (Piggyback - Renewal) - Public Service Department - Public Works (FY 2020 Budget Funded) - Ranger Construction Industries

SUMMARY:

The Public Service Department, throughout the year, has a need to provide construction services (i.e., equipment and personnel) for the milling and resurfacing of roadways throughout the Village. Currently, the Village utilizes Ranger Construction Industries to assist with these types of projects/services and the previous piggyback contract (Palm Beach County) with the Village expired on October 16, 2019.

To ensure the lowest possible price, staff is recommending that the Village renew our ability to provide milling and resurfacing services from Ranger Construction Industries by continuing to piggyback the current Palm Beach County contract, which was recently extended until October 15, 2021 (approved June 2, 2020). This selection by Palm Beach County was completed through a competitive selection process – Palm Beach County Annual Milling and Resurfacing Contract (ITB #R2018-1533 - Project Number 2018051 - July 8, 2018).

Note: Staff will be presenting the recommended roadway segments to be milled and resurfaced to be considered by the Village Council during the August 20, 2020 Council meeting.

The extended piggyback contract amendment (renewal) would provide the same pricing that the Village had most recently received {All original bid documents provided during the April 11, 2019, Council Meeting authorizing the initial piggyback with Ranger Construction Industries, Inc. [Palm Beach County Annual Milling and Resurfacing Contract (ITB #R2018-1533 - Project Number 2018051 - July 8, 2018)] are available in the Village Clerk's Office}.

If approved, the Village would accept/renew Ranger Construction Industries' pricing by amending (renewing) our previous agreement and continuing to piggyback Palm Beach County's contract, including all terms, conditions and pricing therein. The term of the proposed amended agreement, if approved would expire on October 15, 2021. The County's contract provides for a renewal option to extend the contract up to an additional six (6) months. 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.

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 1st amendment to the existing agreement has been prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer and the Finance Director.

The Village has worked with the proposed vendor previously and has received excellent service and a quality product.

FISCAL IMPACT:

Funds to support the proposed roadway milling and paving projects under this proposed agreement are available with the FY 2020 Budget - General 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 Amendment No. 1 to Agreement - Ranger Construction Industries
Village of Palm Springs - Agreement for Milling and Resurfacing - Ranger Construction Industries
Approval to Piggyback - Ranger Construction Industries
Palm Beach County - Executed Amendment No. 2 (Contract Renewal) - Ranger Construction Industries
Palm Beach County - Executed Amendment No. 1 (Contract Renewal) - Ranger Construction Industries
Palm Beach County - Executed Agreement - Ranger Construction Industries

FIRST AMENDMENT TO THE AGREEMENT FOR MILLING AND RESURFACING

This First Amendment to the Agreement for Milling and Resurfacing ("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 **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411 a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE was in need of a contractor to provide the VILLAGE with milling and resurfacing services and entered into an Agreement with CONTRACTOR on May 9, 2019; and,

WHEREAS, the VILLAGE and CONTRACTOR desire to renew the term of the Agreement through October 15, 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 October 15, 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: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: _____

Print Name: Robert Schafer

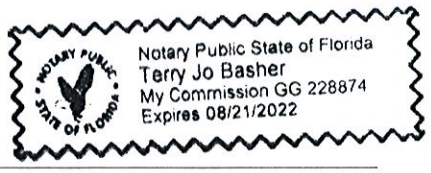
Title: President

[Corporate Seal]

STATE OF FL)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this 24th this _____ day of June, 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: _____

AGREEMENT FOR MILLING AND RESURFACING

This Agreement for milling and resurfacing ("Agreement" hereafter) is made as of the 11th day of April, 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 **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411, 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 perform milling and resurfacing projects for the VILLAGE; and,

WHEREAS, Palm Beach County through its competitive selection process awarded the Contract for annual milling and resurfacing projects (Project 2018-051) ("PBC 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 performing milling and resurfacing projects based on the pricing and terms and conditions of the PBC Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the PBC 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. PBC Contract. The PBC 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 County under the PBC Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the PBC Contract and pricing therein, the CONTRACTOR shall perform milling and resurfacning projects as requested by the VILLAGE.

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;
C. PBC Contract (including the Bid, 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 PBC 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 for the east district (where a district is specified), as set forth under the PBC 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 in PBC 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 PBC Contract which shall expire on October 16, 2019. The PBC contract may be renewed and subject to approval by the Village Council this Agreement may be renewed in accordance with the PBC contract renewal.

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 Statues. 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.

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: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

By: _____

Print Name: James Moretz
Vice President

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by James Moretz, as VP of Operations of Ranger Construction Industries, Inc., a 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: Gregoria Estrella
My commission expires: _____

Gregoria Estrella
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF966335
Expires 2/8/2020

Ranger Construction

June 24, 2020

Mr. Girard
Assistant Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 32641

RE: Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2018051)

Dear Mr. Girard,

Ranger Construction Industries authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2018051) that we have active with Palm Beach County. Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the contract.

Sincerely,

Bob Schafer
President

101 Sansbury's Way West Palm Beach, FL 33411 *Phone (561) 793-9400 *Fax (561) 790-4332
Mailing Address: PO Box 15065 West Palm Beach, FL 33416 www.rangerconstruction.com

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

June 17, 2020

Mr. James Moretz
Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411

RE: AMENDMENT NO. 2, 2020-0539, JUNE 2, 2020
ANNUAL MILLING & RESURFACING CONSTRUCTION CONTRACT (R2018-1533)
PALM BEACH COUNTY PROJECT NO. 2018051

Dear Mr. Moretz:

The Annual Milling & Resurfacing Construction Contract, Amendment No. 2, Palm Beach County Project Number 2018051, has been executed by the Board of County Commissioners on June 2, 2020. Enclosed, please find an original document for your records.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Morton L. Rose, P.E., Director
Roadway Production Division
Engineering Department

Encl: Executed Amendment No. 2

cc: Tanya McConnell, P.E., Deputy County Engineer

ec: Steve Carrier, P.E., Assistant County Engineer
Morton L. Rose, P.E., Director, Roadway Production
Holly Knight, P.E., Contracts Manager, Roadway Production
Geraldine Lazzarino-Kelly, Tech. Asst. 1, Roadway Production
Motasem Al-Turk, P.E., Director, Traffic Division
Fattoush Jafar, P.E., PhD, Manager, Traffic Division
Angela Smith, Small Business Development Specialist III, OEBO

F:\ROADWAY\PRO\2018\2018051 Milling and Resurfacing\3 - Award Spec Forms\2018051 R2019-1591 Ranger Executed documents_Cover letter.docx

"An Equal Opportunity Affirmative Action Employer"

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AMENDMENT NO. 2 TO THE
ANNUAL MILLING AND RESURFACING CONSTRUCTION CONTRACT
BY AND BETWEENPALM BEACH COUNTY
AND RANGER CONSTRUCTION INDUSTRIES, INC.

R2020 0539

This Amendment No. 2 to the Annual Milling and Resurfacing Construction Contract (R2018-1533), dated October 16, 2018, (ANNUAL CONTRACT), is made and entered into the _____ day of JUN 02 2020 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 Ranger Construction Industries, Inc. (CONTRACTOR) whose Federal ID is 59-2098662 (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the CONTRACTOR and COUNTY entered into the ANNUAL CONTRACT on October 16, 2018 (R2018-1533), as amended on October 22, 2019 (R2019-1591); and

WHEREAS, Amendment No. 1 to the ANNUAL CONTRACT (R2019-1591) dated October 22, 2019 extended the expiration date, increased the ANNUAL CONTRACT amount and updated the Commercial Non-Discrimination, Maintenance of Payroll Records, Local Government Prompt Payment Act, Proposal Form, Audit of Contractor's Records and the Equal Business Opportunity Program sections, and added the VSS Registration Required section; and

WHEREAS, the ANNUAL CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, by this Amendment No. 2, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.

2. The ANNUAL CONTRACT is hereby amended to extend the expiration date of the CONTRACT from October 15, 2020 to October 15, 2021.

3. The ANNUAL CONTRACT is hereby amended to increase the amount by $17,100,000, from $31,400,000 to $48,500,000.

4. The following COUNTERPARTS paragraph is hereby added to the Special Provisions of the ANNUAL CONTRACT:

   COUNTERPARTS: This ANNUAL CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ANNUAL CONTRACT. The COUNTY may execute the ANNUAL CONTRACT through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

It is the intent of the Parties hereto that this Amendment No. 2 shall not become binding until the date executed by the COUNTY.

Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 2 to the ANNUAL CONTRACT, as amended, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:

Ranger Construction Industries, Inc.

_____
James Moretz, Vice President

(corp. seal)

ATTEST WITNESS:

_____
Signature

Christina Valentin
Name (type or print)

_____
Signature

Teresa Wiesinger
Name (type or print)

{SIGNATURE PAGES CONTINUED}

R2020 0539

ATTEST:

Sharon R. Bock
Clerk & Comptroller Circuit Court

By: _____
Deputy Clerk

COUNTY:

JUN 0 2 2020

Palm Beach County, a Political Subdivision Of the State of Florida, by and through its Board of County Commissioners

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: YBH Jean-Adel Williams (For)
Yelizaveta B. Herman
Assistant County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2020

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	**CONTACT NAME:** Kristen LaPlante **PHONE (A/C, No, Ext):** 321-254-8477 **FAX (A/C, No):** 321-988-0209 **E-MAIL ADDRESS:** kristenlaplante@friedlandercompany.com
INSURED RANG001 Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Indemnity Co — 25658 **INSURER B :** Charter Oak Fire Insurance — 25615 **INSURER C :** Travelers Property & Casualty — 25674 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1789472094 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	CO-5807B217-20	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CAP-5807B186-IND-20	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUP-1N297872-20-25	4/1/2020	4/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8L888782-20-25-D	4/1/2020	4/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

Project: Annual Milling and Resurfacing PBC Contract Number: 2019-1591
Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds when required by written contract with respect to work performed for them by the Named Insured and at the specified project.

CERTIFICATE HOLDER

Palm Beach County
PO Box 21229
West Palm Beach FL 33416

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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Search

Insured Name

Ranger Construction Industries

Ranger Construction Industries Inc.

Active Records Only

Advance Search

Insured Tasks | **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

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Insured

Name:	Ranger Construction Industries Inc.
Account Number:	DX00000600
Address:	
Status:	Currently in Compliance.

Insured

Business Unit(s) | DBA Number | Print Insured Info

Account Information

Account Number:	DX00000600
Risk Type:	Standard - Construction Services
Do Not Call:	
Address Updated:	

Address Information

Mailing Address	**Physical Address**
Insured:	Ranger Construction Industries Inc.
Address 1:	
Address 2:	
City:	

Country:			
Contract Information			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:	Annual Milling and Resurfacing Contract	Safety Form II:	No
Contact Information			
Contact Name:	Beatriz Ramirez	Misc:	
Phone Number:	5617939400	Alt Phone Number:	
Fax Number:			
E-Mail Address:	beatriz.ramirez@rangeconstruction.com		
Approval Date:			
Rush:	No		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id:			

This Account created by c28 on 04/28/2020.

R2019 1591

AMENDMENT NO. 1 TO THE ANNUAL MILLING AND RESURFACING CONTRACT BY AND BETWEEN PALM BEACH COUNTY AND RANGER CONSTRUCTION INDUSTRIES, INC.

This Amendment No. 1 to the Annual Milling and Resurfacing Contract (R2018-1533), dated October 16, 2018 (ANNUAL CONTRACT), is made and entered into this OCT 22 2019 day of _____, 2019, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (COUNTY), and Ranger Construction Industries, Inc. (CONTRACTOR) (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the CONTRACTOR and COUNTY entered into the ANNUAL CONTRACT on October 16, 2018 (R2018-1533); and

WHEREAS, the ANNUAL CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, by this Amendment No. 1, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.

2. The ANNUAL CONTRACT is hereby amended to retroactively extend the expiration date of the ANNUAL CONTRACT from October 15, 2019 to October 15, 2020.

3. The ANNUAL CONTRACT is hereby amended to increase the amount by $15,400,000, from $16,000,000 to $31,400,000.

4. The **Nondiscrimination** section on page **ITB-1** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

   COMMERCIAL NON-DISCRIMINATION: The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represent that throughout the term of the ANNUAL CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the ANNUAL CONTRACT.

The CONTRACTOR represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the CONTRACTOR from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

5. The **Maintenance of Payroll Records** section and the **Reporting Payroll** section on page **LW-1** of the ANNUAL CONTRACT are hereby deleted in their entirety and replaced with the following:

Maintenance of Payroll Records
Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this ANNUAL CONTRACT. The records shall contain:

1. Each employee's name and address;
2. Each employee's job title and classification;
3. The number of hours worked each day by each employee;
4. The gross wages and deductions made for each employee; and
5. Annual wages paid to each employee.

Reporting Payroll:
Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the COUNTY's request, the non-county employer shall

produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this ANNUAL CONTRACT.

6. The **Local Government Prompt Payment Act** section on pages **SP-8** and **SP-9** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

Local Government Prompt Payment Act:
In accordance with the Local Government Prompt Payment Act (F.S. 218.70, et seq), the CONTRACTOR is hereby notified of the following:

The CONTRACTOR will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the CONTRACTOR must provide the following:

Pay Request No. 1
- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final
- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request
- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as the result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the CONTRACTOR, together with the

Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the CONTRACTOR within 5 Working Days of the joint inspection.

If the pay request and support data are not approved, the CONTRACTOR is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the CONTRACTOR shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the CONTRACTOR and the Department, CONTRACTOR shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer or Assistant County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of CONTRACTOR's written demand. The County Engineer, Deputy County Engineer or Assistant County Engineer shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting.
This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

CONTRACTOR must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, within 10 days after the CONTRACTOR's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. CONTRACTOR shall provide subcontractors and suppliers hired by CONTRACTOR with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

7. The following **VSS Registration Required** paragraph is hereby added to the Instructions to Bidders section of the ANNUAL CONTRACT:

   VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), CONTRACTOR must register in the COUNTY's Vendor Self Service (VSS) at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If CONTRACTOR intends to use subcontractors, CONTRACTOR must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize Contract Award until CONTRACTOR has certified that the CONTRACTOR and all of its subcontractors are registered in VSS.

8. The first paragraph on **Proposal Form page P-4B** is hereby deleted in its entirety and replaced with the following:

   The CONTRACTOR acknowledges that Addenda 1 thru 2 have been received and that related costs are reflected in the submitted bid. CONTRACTOR has committed to goal of 15% SBE participation as set forth on the Schedule 1 and Schedule 2 that are

completed and submitted by CONTRACTOR. CONTRACTOR shall comply with said goal if awarded the ANNUAL CONTRACT.

The CONTRACTOR hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the CONTRACTOR has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the COUNTY's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the COUNTY's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the COUNTY to reject the proposal submitted by the CONTRACTOR for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the CONTRACTOR shall provide to the COUNTY a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the CONTRACTOR discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the COUNTY, the CONTRACTOR agrees to comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The CONTRACTOR further agrees to perform all necessary force account Work, as provided for in the General Provisions, and to execute the ANNUAL CONTRACT and return to the COUNTY, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

9. **Section 3-8 Audit of CONTRACTOR's Records** of the **General Provisions** of the ANNUAL CONTRACT hereby added as follows:

3-8 Audit of CONTRACTOR's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the ANNUAL CONTRACT, the Department reserves the right to conduct an audit of the CONTRACTOR's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the CONTRACTOR or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the ANNUAL CONTRACT for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the CONTRACTOR fails to comply with these requirements, the Department may disqualify or suspend the CONTRACTOR from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10. The **Small Business Enterprise** Bid Document Language, pages **SBE-1 through SBE-4**, are hereby deleted in their entirety and replaced with the following:

S/M/WBE - EBO REQUIREMENTS

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at http://discover.pbcgov.org/oebo/Pages/Documents.aspx.

Definitions. The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the ANNUAL CONTRACT.

"Prime" and "prime contractor" mean, refer, and relate to "Prime Contractor," as defined in the EBO Ordinance, and to "Bidder" and "Contractor," as defined in the ANNUAL CONTRACT, and as applicable. "Solicitation" and "solicit" mean, refer, and relate to Advertisement for Bid, as defined in the ANNUAL CONTRACT.

Item 1- Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may

be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the COUNTY's requirements for the EBO Program, and which is incorporated in this solicitation. A Bidder must comply with the requirements contained in this Section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2- Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

a. **Application of API(s)**
The API(s) approved for this solicitation, including any applicable S/M/WBE goals is **15% SBE Subcontracting participation goal (ord. 2-80.27 (1)(c)).** A minimum mandatory goal of 15% or the total estimated dollar value of the ANNUAL CONTRACT shall be subcontracted to SBEs, however, the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms. Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

b. **API Waiver Requests**
If Bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

c. **Good Faith Efforts**
Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at http://discover.pbcgov.org/oebo/Pages/Documents.aspx. The

OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the COUNTY in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due dated extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

d. Documentation Required for Good Faith Efforts

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

Item 3- Bid Submission Documentation

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being

counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

Change Orders and Modifications. If the COUNTY's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors intended to be used in performance of the ANNUAL CONTRACT, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor is performing all or any portion of this ANNUAL with their work force.

Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor and a Subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor and by the proposed Subcontractor. If the Prime Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid/proposal being rejected as non-responsive to the solicitation.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly.

Item 4- S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the ANNUAL CONTRACT as the COUNTY may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5- Counting S/M/WBE Participation

a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation the total dollar value of a contract will be determined by the COUNTY by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

c. The Prime Contractor may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.

d. The Prime Contractor may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor, provided that the S/M/WBE Subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The Prime Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.

f. The Prime Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.

g. The Prime Contractor may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

h. The Prime Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

Item 6 - Responsibilities After Contract Award

Schedule 3- Subcontractor Activity Form

The CONTRACTOR shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each Subcontractor after receipt of payment from the CONTRACTOR. The CONTRACTOR shall submit this form with each payment application or invoice submitted to the COUNTY when the COUNTY has paid the CONTRACTOR on the previous payment application for services provided by a Subcontractor. If any Subcontractor intends to disburse funds associated with this payment to another Subcontractor for labor provided on this ANNUAL CONTRACT, the amount and name of the Subcontractor shall be listed on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the CONTRACTOR is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the CONTRACTOR for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or Bidders agree to provide any additional information requested by the COUNTY to substantiate participation.

The successful Bidder shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form is to be filled out by the CONTRACTOR and the Payment Certification Forms are to be executed by the Subcontractor to verify receipt of payment.

Upon letter notification by the COUNTY that the EBO payment portal/tracking system is available for use, the vendor is required to input all Subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

Item 7- S/M/WBE Substitutions

After contract award, the CONTRACTOR will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The CONTRACTOR will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the COUNTY's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the CONTRACTOR shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The CONTRACTOR shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 8- EBO Program Compliance- Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the COUNTY's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of COUNTY contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all

noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance., then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

a. Suspension of contract;
b. Withholding of funds;
c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
d. Suspension or Debarment of a respondent or Bidder, Contractor or other business entity from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

11. It is the intent of the Parties hereto that this Amendment No. 1 shall not become binding until the date executed by the COUNTY.

12. Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 to the ANNUAL CONTRACT, as amended, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

R2019 1591
OCT 22 2019

OWNER:
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____
Mack Bernard, Mayor

SEAL

CONTRACTOR:
Ranger Construction Industries, Inc.

BY: _____
James Moretz, Vice President

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

ATTEST WITNESS:

BY: CRISTINA LOLLI

_____
(Signature)

Douglas Browning
(Print Name)

_____
(Signature)

APPROVED AS TO TERMS AND CONDITIONS:

BY: _____
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2019

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
George H. Friedlander Company
1566 Kanawha Blvd. E.
Charleston WV 25311

CONTACT NAME: Kristen LaPlante
PHONE (A/C, No, Ext): 321-254-8477 **FAX (A/C, No):** 321-988-0209
E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co	25658
INSURER B : Charter Oak Fire Insurance	25615
INSURER C : Travelers Property & Casualty	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RANG001
Ranger Construction
Industries, Inc.
P O Box 15065
West Palm Beach FL 33416-5065

COVERAGES **CERTIFICATE NUMBER:** 824130255 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y		CO-5807B217-19	4/1/2019	4/1/2020	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			CAP-5807B186-IND-19	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y		CUP-1N297872-19-25	4/1/2019	4/1/2020	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB-8L888782-19-25-D	4/1/2019	4/1/2020	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						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)
Per Project Aggregate applies when required by written contract.

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its officers, employees and agents are endorsed as an Additional Insured on Commercial General Liability, Automobile Liability and Umbrella Liability with respect to work performed for them by the Named Insured as the specified project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
Project: Annual Milling & Resurfacing Contract; Contract No. 2018051; RCI No. 3000924

CERTIFICATE HOLDER

Palm Beach CountyBoard of County Commissioners
C/O Insurance Tracking Services, Inc. (ITS)
PO 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

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R2018 1533

OCT 1 6 2018

CONTRACT DOCUMENTS

FOR

ANNUAL MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2018051

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

PROJECT NAME: Annual Milling and Resurfacing Contract

PROJECT NUMBER: 2018051

ADDENDUM NO. 1

DATE OF ISSUANCE: July 20, 2018

SPECIFICATIONS:	**Delete:**	**P-1 through P-5**
	Insert:	**P-1A through P-5A**
	Add:	**RFI-1 through RFI-2**

IT IS REQUIRED THAT THIS ADDENDUM NO. 1 BE ACKNOWLEDGED IN THE SPACE PROVIDED ON THE PROPOSAL FORM.

APPROVED BY: _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

PROJECT NAME: Annual Milling and Resurfacing Contract

PROJECT NUMBER: 2018051

ADDENDUM NO. 2

DATE OF ISSUANCE: August 2, 2018

SPECIFICATIONS:	**Delete:**	**ITB-1, ITB-2, P-1A through P-5A, SC-1**
	Insert:	**ITB-1B, ITB-2B, P-1B through P-5B, SC-1B**
	Add:	**RFI-3**

IT IS REQUIRED THAT THIS ADDENDUM NO. 2 BE ACKNOWLEDGED IN THE SPACE PROVIDED ON THE PROPOSAL FORM.

APPROVED BY: *

PALM BEACH COUNTY, FLORIDA

PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT

PROJECT NO.: 2018051

Ranger
Construction
Industries, Inc.

ANNUAL ASPHALT MILLING AND RESURFACING – PALM BEACH COUNTY
2018051

COST BREAKDOWN:

TOTAL BID **$14,800,625.00**

	AMOUNT	PERCENTAGE
RANGER CONSTRUCTION	$13,485,853.00	91.16%
RAPID MILLING	$ 1,314,772.00	8.84%
	==========	=======
	$14,800,625.00	100.00%

Central Division Office & Company Headquarters: 101 Sansbury's Way, West Palm Beach, Florida 33411
Corporate Mailing Address: P.O. Box 15065, West Palm Beach, Florida 33416 • www.RangerConstruction.com
Phone: (561) 793-9400 • Toll-free: (800) 969-9402 • Fax: (561) 790-4332

NOTICE TO BIDDERS

A PRE-BID MEETING WILL BE HELD ON

THURSDAY, JULY 19, 2018 AT 10:00 A.M.

AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT

IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)

LOCATED AT 2300 NORTH JOG ROAD

WEST PALM BEACH, FLORIDA, 33411-2745

IF THERE ARE ANY QUESTIONS

CONCERNING THIS MEETING,

PLEASE CONTACT THE OFFICE OF

ROADWAY PRODUCTION

AT (561) 684-4150

NOTICE TO CONTRACTORS

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor, **Room 3W-33**, West Palm Beach, Florida, 33411-2745, up to **2:00 P.M.** local time, and opened in Construction Coordination (**Room 3W-57**) on **Tuesday, August 7, 2018**, for furnishing all materials, labor, equipment and supplies necessary for the

ANNUAL MILLING AND RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018051

To better manage document disbursement for the bid process, Palm Beach County Engineering (Roadway Production) will make bid documents available utilizing "Electronic Bid Documents". **Bid documents are posted on the following Palm Beach County web site:**

https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

To review the bid documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the bid documents (plans, specifications, Excel proposal forms, check list "with required forms" and any other related documents).

It is recommended that all bidders download and submit a disclosure form for each project of interest. This information is used to notify bidders via email of project information updates (Addendums, bid date changes, etc.). The disclosure form download is also available on the website listed above.

Hard copy documents will be available at the Department for a non-refundable service fee of **$25**. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

On October 1, 2002, the Board of County Commissioners adopted Ordinance No. 2002-064 (Small Business Enterprise Program) which provides for the establishment of Small Business Enterprise (SBE) goals. The minimum SBE participation for all County solicitations, inclusive of all alternates and change orders is set at an annual goal of 15%. **The goal is a minimum, and no rounding will be accepted.**

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Pre-Bid Conference will be held on Thursday, July 19, 2018 at 10:00 A.M., in the Third Floor Main Conference Room (**3W-12**) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida.

The Contractor shall perform, with his own organization, **not less than** 40% of the total contract amount.

Bids requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

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, marital status, familial status, sexual orientation, gender identity or expression, or genetic information pursuant to Palm Beach County Resolution R2017-1770 as may be amended.

The Board of County Commissioners reserves the right to reject any or all bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BY: _____
Melissa McKinlay, Mayor

PUBLISH: PALM BEACH POST

SUNDAY: JULY 8, 2018
SUNDAY: JULY 15, 2018

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SUBMITTALS REQUESTED WITH BID

_____ SBE Schedules 1 & 2 (pages SBE-5, SBE-6)

_____ All Proposal Pages (P Pages)

_____ Signed Contractor's Certification (Last P Page)

_____ Signed/Sealed Local Preference (Page LP-2)
with Copy of Bidder's Palm Beach County Tax Receipt (If Eligible)

_____ Signed/Sealed Living Wage (Pages LW-2, LW-3, LW-4)

_____ Scrutinized Companies (Page SC-1)

_____ Acknowledged/Sealed Bid Bond and Bid Bond forms pages BB-1 and BB-2

_____ Certificate of Resolution (Page CC-1)

_____ Copy of Firm's Active License to Conduct Business in the State of Florida

_____ "*Documentation of Experience and Resources*", If Required

If Prime Contractors have not performed **similar work** with the Palm Beach County Engineering and Public Works Department **within the past three years as a prime** contractor, failure to submit the required "*Documentation of Experience and Resources*" **with the bid will cause the bid to be considered Non-Responsive.**

(See pages GP-2 and GP-3, Section 2-1 for full requirement text.)

INSTRUCTIONS TO BIDDERS

Prospective bidders are hereby advised that Division I of the current FDOT Standard Specifications for Road and Bridge Construction 2013 (and as amended herein) (see page SS-1) shall serve as instructions to bidders along with the following:

1. **LAWS AFFECTING PUBLIC WORK:** The attention of bidders is called to the necessity of being familiar with the various Federal, State and Local Laws affecting the prosecution of the work. As outlined in Section 2-11 of the Specifications, Palm Beach County Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective contractors.

2. **NONDISCRIMINATION:** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, The CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information pursuant to Palm Beach County Resolution R2017-1770 as may be amended. Failure to meet this requirement shall be considered default of the Contract.

3. **PALM BEACH COUNTY 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 to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, 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 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

5. **ADDENDA – CHANGES WHILE BIDDING:** No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) utilizing the website "RFI" link for the said project. RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Telephone: 561 / 684-4150; Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) working days prior to the date and time fixed for the opening of bids.

   Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx up to seventy-two (72) hours prior to the date and time fixed for the opening of bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be

issued up to 24 hours prior to the date fixed for the bid opening. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the Bid Opening.

The Contractor shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any bidder to receive any such Addenda of interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

6. **POSTING OF BID TABULATIONS:** Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

7. **PUBLIC ENTITY CRIMES:** In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, 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).

The CONTRACTOR, CONTRACTOR'S employees, or subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

8. SBE PARTICIPATION AND SOLICITATION DOCUMENTATION

Note: See also SBE pages. If there is any discrepancy between the following language and that on the SBE pages, the SBE pages shall prevail. Bidders are required to submit with their bid the appropriate SBE schedules in order to be deemed responsive to the SBE requirements. SBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE Subcontractors
The list shall contain the names of all SBE subcontractors intended to be used in performance of the contract if awarded. The type of work to be performed by each subcontractor and the dollar value shall also be specified.

Schedule(s) 2 – Letter(s) of Intent to Perform as a SBE Subcontractor
One schedule 2 for each SBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE Subcontractor. Additional copies may be made as needed. Failure to submit a complete and accurate Schedule 2 may result in the bid being deemed non-responsive to the SBE requirements.

The Contractor shall be responsible for monitoring the SBE subcontractors to ensure that they complete the items of work identified on their Schedule 2.

NOTE: A prime bidder certified by Palm Beach County as a SBE should complete Schedules 1 and 2 if they propose to use any SBE subcontractors. SBE bidders are not exempt from meeting categorical goals. Failure to submit the necessary SBE documentation to establish that the goals have been met may result in the SBE bidder being deemed non-responsive to the SBE requirements.

9. INCENTIVES

Apprentice Incentive

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of $25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this contract shall not be diminished by paying an apprentice less than the Living Wage.

Upon completion of the contract, Contractor may apply for the payment which will be added to the contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 20% of its apprentice wages

(including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

For projects with construction costs of $20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to $50,000 and the maximum reimbursement payment to $200,000.

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

Glades Resident Incentive

Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

Upon completion of the contract, Contractor may apply for the Incentive Payment which will be added to the contract by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

10. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS

See Special Provisions for Method of Ordering Work (SP-10) and Annual construction Contract intent and spending limits (pages SP-11, C-1).

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SPECIAL PROVISIONS

CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

1. Keep and maintain public records required by the County to perform services as provided under this Contract.

2. 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 Consultant 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.

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

4. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant 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 Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant 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 Consultant to comply with the requirements of this article shall be a material breach of this Contract. 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. Consultant 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.

SPECIAL PROVISIONS

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680

SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the work awarded will be performed by the Contractor to whom the award is made, with the assistance of workmen, under his immediate superintendent, and the Contract shall not be sublet or assigned to another Contractor except with the consent of the County Engineer. In no event will the Contractor be released from responsibility.

THE USE OF PATENTED PROCESSES, ETC.: The basis on which a contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

NON-COLLUSION: Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the County's ordinances and resolutions. All bidders must disclose with their bid the name of any officer, director, or agent of their firm who is also an employee of Palm Beach County.

Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

SPECIAL PROVISIONS

REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

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 Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves 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 a release.

Upon completion of construction, all unused and waste Regulated Substance 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.

UNIT PRICES: The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor's attention is also directed to Section 9-3.1 for additional conditions to be considered in relation to unit prices.

CONTINGENT ITEMS: The Contractor is advised that contingent items shall not be used to meet the SBE goal participation for the contract. The SBE participation goals established for the contract, as specified on page SBE-1, shall include all pay items for the project less the contingency items. The use of contingent pay items shall only serve to increase the SBE participation of the contract, over and above the required goals achieved by use of regular pay items.

DAILY REPORTS: The Contractor shall keep daily reports of all personnel and equipment on the project for review by the County for the entire length of the project.

SPECIAL PROVISIONS

UTILITIES CONTACTS: Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility locations.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

Finally, the Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the bid proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

MAINTENANCE OF TRAFFIC: If the Contractor and/or his subcontractors do not perform the Maintenance of Traffic (MOT) and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right to reduce each payment draw request up to $1,000.00 per day.

MAINTENANCE OF TRAFFIC (CONTINUED): The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor, and shall be brought to the attention of the Engineer prior to implementation. The cost of complying with the stated standards shall be incidental to, and shall be included in, the unit prices for the pay items. The contractor shall note that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

All projects that impact pedestrian traffic of any type shall include "Pedestrian M.O.T." in accordance with the General Provisions, the cost of which will be incidental to, and shall be included in, the unit prices for the pay items.

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the contract documents, the Contractor may be charged up to $1,000.00 per lane per ½ hour.

SCHOOL ZONE: During the first and last weeks of the school year, no work may occur within a school zone.

LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by Palm Beach County at the time of construction.

RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to Palm Beach County, Construction Coordination Division, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all work to complete the item shall be incidental to the cost of the Project.

IRRIGATION SYSTEM WITHIN RESTORATION AGREEMENT AREAS: The Contractor, prior to start of construction, shall obtain as-built information of the irrigation system(s) within restoration agreement areas, and catalogue related component information (manufacturer/part number/etc.) required to ensure appropriate replacement of the system and components. The as-built information shall be submitted to Palm Beach County, Construction Coordination Division, and upon completion of the construction, the Contractor shall restore the irrigation system and components to its original or better condition. Payment for all work to complete the item shall be incidental to the cost of the Project.

ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (COUNTY) shall be required to carry and furnish insurance coverage, in accordance with General Provision Section 7-13, "Insurance Required", naming COUNTY as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."

Where the limits of work for this County project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as "ADDITIONAL INSURED", either on the same form or on separate forms.

The Contractor shall coordinate all work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the contract documents or within a reasonable time frame prior to the start of any work within said right-of-way, to allow for appropriate accommodations by the agencies.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE: This contract requires compliance with the N.P.D.E.S. General Permit. The "Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated May 2003, which contains the description and requirements of the permit, is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP. If a SWPPP is not included in the contract plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the County at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, state and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the S.W.P.P.P. for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the proposal pages. The Contractor Certification form must be signed and submitted with the bid proposal.

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE (CONTINUED):

SITE DESCRIPTION

Project Name and Location:	Annual Milling and Resurfacing Contract (Countrywide) Palm Beach County, Florida
Palm Beach County Project No.:	2018051
Owner Name and Address:	Board of County Commissioners, Palm Beach County Roadway Production Division 2300 N. Jog Road West Palm Beach, FL 33411
Work Description:	Pavement Milling & Resurfacing
Runoff Coefficient:	0.9
Site Area:	TBD
Site Map:	TBD

Sequence of Major Soil Disturbing Activities: N/A

Name of Receiving bodies: TBD

CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All work shall conform to the requirements of the Americans with Disabilities Act (ADA),

including provisions for temporary access to and from bus stops.

- If necessary, the contractor shall work with Palm Tran to establish an approved temporary bus stop location.

- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 working days (2 weeks) in advance of the start of construction, modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.
- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage. Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.
- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the plans.
- The cost for the above is incidental to the project.

LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the County. For a pay request to be deemed acceptable, the Contractor must provide the following:

   Pay Request No. 1
   - SBE-M/WBE Activity Form/Schedule 3.
   - Certification of Compliance with the Living Wage Ordinance.

   Pay Request No. 2 and all others following, but not including the Final
   - SBE-M/WBE Activity Form/Schedule 3.
   - SBE-M/WBE Payment Certification/Schedule 4.
   - Disbursement of Previous Periodic Payments to Subcontractors.
   - Certification of Compliance with the Living Wage Ordinance.

   Final Pay Request
   - SBE-M/WBE Activity Form/Schedule 3.
   - SBE-M/WBE Payment Certification/Schedule 4.
   - Disbursement of Previous Periodic Payments to Subcontractors.
   - Disbursement of Final Payment to Subcontractors.
   - Form 1.
   - Form 2 including Bonding Affidavit.
   - Record of Construction Materials Affidavit.

- Certification of Compliance with the Living Wage Ordinance.
- Small Business Enterprise (SBE) Final Participation Form.
- Release and Concurrence of Final Payment Amount

2. A single list of items (Punch List) required to render the work complete, satisfactory, and acceptable will be prepared by the County. The Punch List shall be developed via a joint inspection of the work (conducted within 30 calendar days after reaching substantial completion) by the prime contractor's superintendent, together with the Construction Coordinator and an engineer from Engineering & Public Works, with all unsatisfactory work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 days of the inspection.

3. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and County's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In the absence of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Local Government Prompt Payment Act.

BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any work which exceeds that called for in the contract documents.

ALTERNATIVES/APPROVED EQUAL/DEVIATIONS: Unless otherwise specified, the mention of the 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. Failure to provide descriptive literature and/or specifications with alternate offers will be cause for disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made by Palm Beach County and such determination shall be final and binding upon all bidders.

Although the Board of County Commissioners provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Such award may not necessarily be given to the lowest bid offered.

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. Any item or items that do not meet established specifications upon delivery will not be accepted.

SPECIAL PROVISIONS

METHOD OF ORDERING (WORK ORDERS): The department(s) will issue work orders on an "as needed" basis. All terms and conditions of the bid are applicable. The individual orders will specify the work to be performed, its location, a not-to-exceed cost (based on the contract unit prices), and a schedule for performance. The contractor must sign and return the unexecuted work order within five (5) working days of issuance. Then each work order will be executed (signed) by the authorized County representative and notice to commence will be sent to the Contractor. The Contractor's failure or refusal to sign a work order within five (5) working days does not prevent execution of the work order (which is solely by signature of the authorized County representative), and all work orders must be performed upon notice to commence.

Upon completion of the work order task, the contractor will submit an individual invoice, a copy of the original work order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this contract, a contractor's affidavit, and consent of surety.

Contractor shall comply will all requirements in the contract documents for obtaining final payment. Final payment of a work order does not terminate the contract or extinguish the surety's obligations under the contract.

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the work done and accepted. No retainage is withheld.

PROSECUTION OF THE WORK: The Contractor will be required to maintain within Palm Beach County, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the County Engineer or his duly appointed representative. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

EXTENSION: This contract period is for twelve (12) months from the date of BCC approval. The contract period may be extended for a defined period of time, not to exceed thirty-six months total contract time, upon approval by the Board of County Commissioners. Option for extension and other contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the contract.

For the purpose of re-bidding, this contract may be extended upon mutual written agreement through a change order for up to an additional six (6) months, upon the approval of the Contract Review Committee. Total contract time shall not exceed forty-two (42) months.

AWARD: As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, lot-by-lot basis, all-or-none or any combination thereof.

SPECIAL PROVISIONS

PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this bid are to be made during the normal working hours of the County.** Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

PRICE/DELIVERY/ACCEPTANCE (CONTINUED): Delivered items will not be considered "accepted" until authorized agent for Palm Beach County has, by inspection or test of such items, determined that they fully comply with specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the County's performance standards.

E-VERIFY: The Contractor shall 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 the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS: The intent of this contract is to award a contract to a contractor(s) to perform work on a work task order basis. Work Task Orders shall be issued on an "as needed" basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the task work orders. No tasks are guaranteed as part of this contract. The total value of work orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a contract Amendment.

ADDITIONAL REPORTING

Owner requires Contractor to track during tasks funded with the infrastructure sales tax, and report at the end of the Project, on the county of residence of Contractor's employees and its subcontractors' employees. Contractor agrees to prepare and provide the required report with its request for final payment.

SPECIAL PROVISIONS

CONTRACTOR'S FINAL REPORT
COUNTY OF RESIDENCE FOR EMPLOYEES

(to be submitted with Contractor's Application for Final Payment for tasks funded with the infrastructure sales tax)

To: Palm Beach County Project Manager

From: Contractor Superintendent

Date:

Project Name: Annual Milling and Resurfacing Contract

Project Number: 2018051

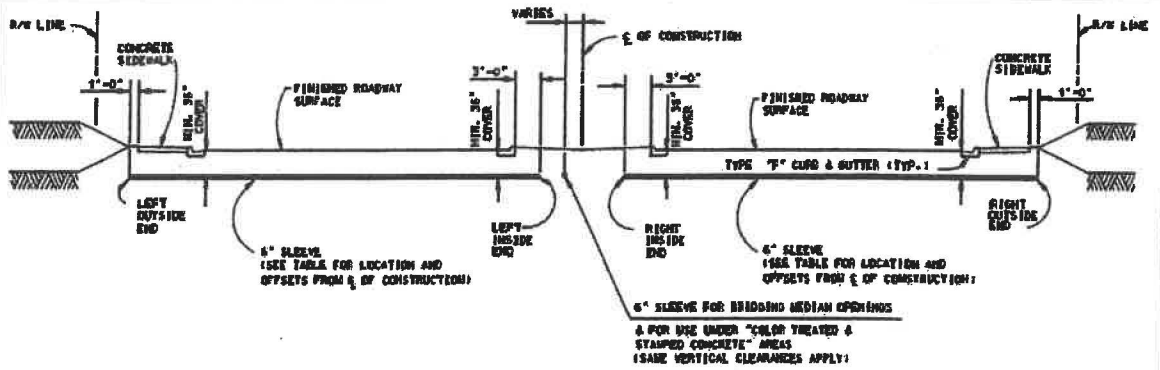
In accordance with the special provisions of the Contract, Contractor reports the following:

Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: _____

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: _____

_____

Signed



DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

STATION	OFFSETS FROM ℄ OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						REMARKS
	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	
SUB-TOTAL							
TOTAL PROJECT #							

GENERAL NOTES

1. ALL SLEEVES (LEFT & RIGHT) SHALL BE INSTALLED AT SAME ℄ STATION. UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL SLEEVE ENDS ARE TO BE CAPPED.
3. ALL SLEEVE ENDS ARE TO BE MARKED AT THE TIME OF INSTALLATION WITH A 2"x4" WOODEN BOARD STANDING VERTICALLY FROM SLEEVE END TO 1' ABOVE FINISHED GROUND. EXPOSED WOODEN MARKER IS TO BE PAINTED ORANGE FOR FUTURE LOCATION PURPOSES.
4. SLEEVES ARE TO BE 6" P.V.C. SCHEDULE 80 PIPE BASED UPON F.D.O.T. SPECIFICATION SECTION 948. OR 6" BLACK HOT-DIPPED GALVANIZED STEEL PIPE WITH A MINIMUM WALL THICKNESS OF 0.280" BASED UPON A.S.T.M. STANDARD A53-84A.
5. BACKFILLING ABOVE SLEEVES SHALL BE PERFORMED ACCORDING TO F.D.O.T. SPECIFICATION SECTION 125-8.3 (BACKFILLING REQUIREMENTS FOR PIPE CULVERTS AND STORM SEWERS).
6. ALL STATIONS ARE APPROXIMATE. CONTRACTOR MUST CONTACT COUNTY ENGINEER PRIOR TO INSTALLATION TO DETERMINE EXACT LOCATION IN THE FIELD.
7. EACH SLEEVE END IS TO BE MARKED AT THE TIME OF INSTALLATION WITH A 3M ELECTRONIC MARKER (MODEL 1252) AND GPS STATE PLANE COORDINATES SHALL BE RECORDED.

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISED JANUARY 2008

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT
PALM BEACH COUNTY, FLORIDA
LIQUID ASPHALT CALCULATIONS

Estimate No: _____ Page No. _____ Status of: _____
Contractor: _____
Contract for: _____
Bid Index: _____

Month/Year	Tons	Pounds	*L.A. %	Weight of L.A.	Gal.	0.95% or 1.05% of Bid Index	Monthly Index	Difference (+ or -)	Change in Cost	Cumm.	Comm. Total
A	B	C	D	E	F	G	H	I	J	K	L
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00

LIQUID ASPHALT:
All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. The Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.
A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 5% (See General Provision Section 9-2.1.2 "Bituminous Material").

* NOTE: The L.A. % to be applied for Friction Courses is 6.5%.
For all other asphalt mixes the L.A. % shall be 6.25%.
This form shall be submitted to the Engineer on a monthly basis.

Rev 1/2008

REQUEST FOR INFORMATION

PRE-BID MEETING:

QUESTIONS:

1. Will the time restrictions be the same for residential roadway line items?

2. For larger roads, will turnouts and flumes be included in the milling & resurfacing areas?

3. Can the hot in place and recycling items be combined into one item for the entire county?

RESPONSES:

1. The time restrictions will be determined on a case by case basis. The County may increase the time allowed for residential streets if conditions allow.

2. Standard operating procedure for work orders under this contract will be to mill and resurface from right-of-way line to right-of-way line. This will include side street turnouts, flumes, and other pavement areas. Exact limits of work will be determined by the County when the work order is prepared.

3. No. The County prefers to keep these items separate due to the differing conditions of the two districts.

RESPONSE TO CONTRACTOR RFI'S:

July 9, 2018 4:45 pm
Ranger Construction
101 Sansbury's Way, West Palm Beach, FL
Beatriz Ramirez
(561) 662-3752
Beatriz.ramirez@rangerconstruction.com

QUESTIONS:

1. Could Palm Beach County provide the list of roads that are scheduled to mill and resurface during this contract?

RESPONSES:

1. Below is a list of anticipated projects to be resurfaced within the next 18 months. It should be noted that this list is subject to change without notice and that no work is guaranteed under this contract.

- Kirkwood Estates subdivision
- Dell Ave/Waterway Dr to Melaleuca Lane
- Kelly Dr/SR80 to End (Gator-Bama)
- Witch Lane/Waterway Dr to Melaleuca Ln

- Lehto Lane/Kirkland Ln to Melaleuca Ln
- Florida St-W of Florida Mango
- Finn Hill Dr/High Ridge Rd to End
- Rose Marie West,East,South,North/Cir
- North Miller Dr/Donald Ross Rd to Palmwood Rd
- Camino Real/Powerline Rd to Military Trail
- Old Dixie Hwy/SW 18th St to Glades Road
- Lantana Rd from I-95 to US-1
- Livestock Market Rd/Hooker Highway to US 441(GLADES)
- CR 880 / 2 miles
- Browns Farm Rd / 2 miles
- Muck City Road/N State Mkt Rd to E to tracks (GLADES)
- Gator Blvd/Hatton Hwy to Sam Senter (GLADES)
- Alexander Run/Randolph Siding to Indiantown Rd
- Garden Road/Blue Heron to Investment Lane
- Benoist Farms Road/Pioneer Rd to Southern Blvd
- Marginal Road/S of Dillman Rd to Pioneer Rd
- Wynnewood Acres subdivision
- Congress Ave/Linton Blvd to Atlantic Blvd
- Summit Blvd/Jog Road to Military Trail
- Palmetto Park Rd/US441 to Fl Turnpike
- Trends at Boca subdivision
- Farmington Estates subdivision
- Juno Isles subdivision
- Belvedere Heights subdivision
- Lake Belvedere Estates subdivision
- Jog Road/Boynton Beach Blvd to S of Hypoluxo Rd
- Le Chalet Blvd/Hagen Ranch Rd to Jog Road
- Byron Drive/Central Industrial Dr to Central Industrial Dr N
- Central Industrial Dr/West Blue Heron Blvd to Central Industrial Dr N
- Loxahatchee River Rd/Center St to End
- Central Blvd/Jupiter Creek Dr to Indiantown Rd
- Hypoluxo Road/Military Trail to Congress Ave
- Lyons Rd from Hillsboro Canal to Boca Lago Blvd.
- Lake Ida Rd from Congress Ave to Swinton Ave.
- Okeechobee Blvd from Royal Palm Beach Blvd. to Wildcat Way
- High Ridge Road from Hypoluxo Rd to Lake Osbourne Dr
- Central Blvd. from Indian Creek Parkway to Indiantown Rd.
- Boca Rio Rd. from S.W. 18th St. to Glades Rd.
- Prosperity Farms Rd. from Northlake Blvd. to Alamanda Dr.

REQUEST FOR INFORMATION

RESPONSE TO CONTRACTOR RFI'S:

July 26, 2018 10:59 am
Ranger Construction
101 Sansbury's Way, West Palm Beach, FL
Beatriz Ramirez
(561) 662-3752
Beatriz.ramirez@rangerconstruction.com

QUESTIONS:

1. Can the Marshall mix asphalt content printout tolerance match that of the FDOT 334 SPECS?
2. Is your intent to use maximum 35% of RAP material?

RESPONSES:

1. Marshall mix asphalt content printout tolerance should match Table 331-2. Page GP-75. 334 specs refer to Super-pave.
2. Our intent is not to use 35% maximum only as a limit but also not to exceed per 331-2.2.4 (GP-76).

TECHNICAL SPECIAL PROVISIONS

OVERVIEW

The purpose and intent of this bid is to establish an Annual Asphalt Milling and Resurfacing Contract to include maintenance of traffic, hauling and disposal.

The Board of County Commissioners (Board) reserves the right to make multiple awards for this contract. In the event the Board exercises this right, award will be made to the two (2) lowest, responsive, responsible bidders. Work will be issued to the bidders at the County's discretion.

The work included in these specifications consists of milling and disposal of existing asphalt pavement and maintenance of traffic. Following the milling process, all surfaces shall be cleaned and ready to receive the finish applications.

Work also included in these specifications consists of furnishing, hauling and placement of Type S-I and Type S-III Asphaltic Concrete Surface Courses.

DEFINITIONS:

WEST DISTRICT: All areas of Palm Beach County West of 20 Mile Bend (Belle Glade, Pahokee, Canal Point and South Bay).

EAST DISTRICT: All areas of Palm Beach County East of 20 Mile Bend.

INSPECTIONS:

The Director of the Road & Bridge Division, from time to time, may appoint representatives to inspect equipment used under this contract, observe personnel employed, and the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications, approve or accept any portion of the completed work, issue instructions contrary to authority, reject defective equipment, report on inept personnel, nor suspend any work.

MILLING:

SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT – Add the following:

327-5.1 Portable Milling Machine - Method of Measurement.

The quantity to be paid for under the item, Portable Milling Machine, shall be those hours expended for actual milling and clean-up. All costs associated with set-up of the portable Milling Machine and disposal of milled materials shall be considered incidental to the item, Portable Milling Machine.

327-6.1 Portable Milling Machine - Basis of Payment.

The quantity, determined as provided in 327-5.1, shall be paid for at the contract unit price for the item, Portable Milling Machine.

The price and payment for Portable Milling Machine shall be full compensation for all work associated with execution of the work under this item as specified in this Section, including all labor, equipment, hauling and/or stockpiling or otherwise disposing of the milled material and maintenance of traffic in accordance with Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2010 Edition, as amended by Palm Beach County or otherwise modified and the provisions of these Contract Documents. Payment shall be made, on a per hour basis for actual milling and clean-up, under the item, Portable Milling Machine.

RESURFACING:

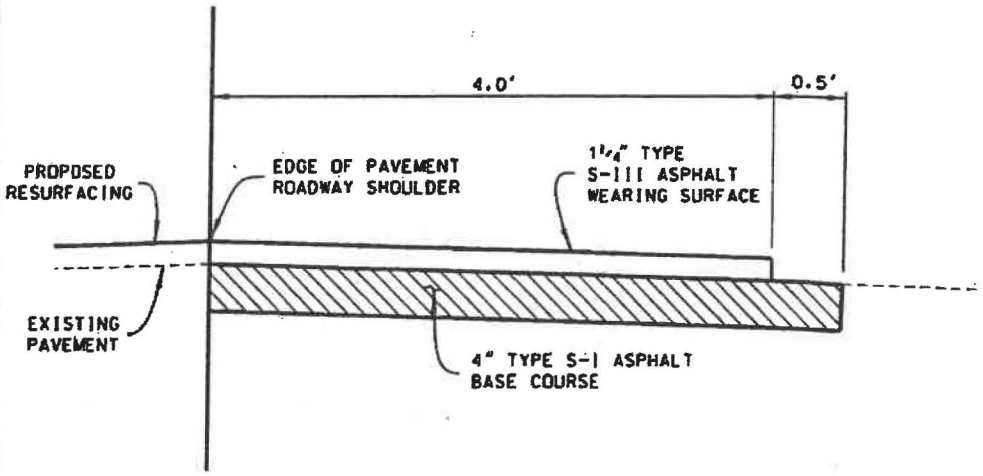
General

The work specified in these specifications consists of furnishing, hauling and placement of Type S-I and Type S-III Asphaltic Concrete Surface Courses, all according to the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2013 Edition, as amended by Palm Beach County or further supplemented and/or amended herein below.

Type S-I and Type S-III Asphaltic Concrete Surface Courses shall be properly laid upon an existing prepared base, existing surface course or newly constructed single surface treatment, in accordance with the specifications and in conformity with the lines, grades, thickness and typical section or as shown on the plans as presented to the Contractor at such times as may be designated. This work shall include conditioning of the existing base or surface, such as leveling, blading the grass back from the existing pavement edges, sweeping, regrading shoulders, maintaining traffic and any other incidental construction, as directed by the County Engineer.

The locations of the construction projects on which material will be used will vary, and may be at any location within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment on personnel beyond the limits of Palm Beach County under the Contract.

The design mix formula and mix stability for the Type S-I and Type S-III Asphaltic Concrete Surface Courses delivered under this Contract shall conform to the following specifications, and shall consist of aggregate from an FDOT approved source.



NOTE:

1. ASPHALT SHOULDER TO BE PAID FOR UNDER THE TONNAGE ITEM FOR THE WORK ORDER.
2. SHOULDER PREPARATION TO BE PAID FOR UNDER BOX OUT SHOULDER ITEM.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS SHOULDER PREPARATION DETAIL	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.V.	06/04/03			APPROVED: EFFECTIVE:	ACD-5
CHECKED BY:	DATE:			06-04-03	
M.A.S.	06/04/03			COUNTY ENGINEER	

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

It is the intent of these Specifications that the Florida Department of Transportation "Standard Specifications for Road & Bridge Construction", dated 2013, be used as the basis for the work. **FDOT** refers to the State of Florida and its Department of Transportation and Personnel. **DEPARTMENT** is intended to be that wording which would provide proper terminology, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Palm Beach County in conjunction with Palm Beach County's retained engineer(s).

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

The Standard Specifications for Road and Bridge Construction, 2013 Edition, amended as follows, but not otherwise changed, shall govern.

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1
DEFINITIONS AND TERMS

1-3 Definitions

The following terms, when used in the Contract Documents, have the meaning described as follows:

Department THE FOLLOWING IS SUBSTITUTED:

The Palm Beach County Engineering & Public Works Department or The State of Florida Department of Transportation, as appropriate.

Engineer THE FOLLOWING IS SUBSTITUTED:

Palm Beach County's Engineering & Public Works Department's County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

ADD THE FOLLOWING DEFINITION:

Lot - *The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.*

ADD THE FOLLOWING DEFINITION:

Qualified Products List (Qpl) - *Refers to FDOT's Qualified Products List*

END OF SECTION

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING

Palm Beach County Engineering & Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining contractor's eligibility to perform the work required for this project. Refer to URL
http://www.fdot.gov/contracts/prequal_info/prequalified.shtm
for access to pre-qualified FDOT contractors for construction contracts exceeding $250,000 in amount. All contractors bidding on any contract may be required to submit a copy of their FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46).

Prime Contractors who have not performed similar work with the Department within the past three (3) years as a prime contractor shall provide with the bid a report listing all "similar" projects performed and completed by the firm in a separate binder entitled "Documentation of Experience and Resources". The Department reserves the right to request additional information, which shall be submitted within three (3) business days of the Department's request.

- Failure to submit the "Documentation of Experience and Recourses" with the bid will cause the bid to be considered non-responsive.
- Failure to submit additional requested information within three (3) business days of the Department's request will cause the bid to be considered non-responsive.

The "Documentation of Experience and Resources" shall include at a minimum:

- Listing of Similar Projects Completed by the Firm:
  - project title
  - project number
  - brief summary of the scope performed
  - the entity for whom the work was performed
  - two (2) entity contacts (one administrative /one construction) with direct telephone numbers
  - the construction budget of the project
  - the resulting budget (over / under)
- Detailed Information with Respect to:
  - financial resources
  - equipment
  - past record on projects
  - key personnel resumes with a statement of their work category experience
- A list stating the types of work in which the firm can provide backup to show experience, expertise, and competence.
- The aggregate amount of work that they currently have under contract
- Any other pertinent information to assist us in this qualification review

The Department will review the submitted documentation to determine if the Contractor is approved to perform the work required for this project.

If Prime Contractors have not performed similar work with the Department within the past three years as a prime contractor, failure to submit the required "Documentation of Experience and Resources" with the bid will cause the bid to be considered non-responsive.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may **not** submit the following:

(a) A bid on a contract to provide any goods or services to a public entity.

(b) A bid on a contract with a public entity for the construction or repair of a public building or public work.

(c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

2-2 Proposals

2-2.1 Obtaining Proposals DELETE AND INSERT THE FOLLOWING:

Obtain a proposal under the conditions stipulated in the Notice to Contractor. The proposal states the location and description of the work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the amount of proposal guaranty; and the date, time, and place of the opening of proposals. The proposal form will also include any special provisions or other requirements which vary from or are not contained in the Standard Specifications.

The plans, Specifications and other documents designated in the proposal are part of the proposal, whether attached or not.-Do not detach any papers bound with or attached to the proposal.

ADD THE FOLLOWING SUB-ARTICLE:

2-2.1.1 Filling out Proposals (Pay Item Forms)

In filling out proposal forms, bidders shall be governed by the following provisions:

(a) Proposals can be made on the blank proposal form provided (Excel file). The blank spaces in the proposal form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the proposal form. It is the bidder's responsibility to check and verify the accuracy of excel file formulas/extensions.

Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.

(b) Each proposal form shall specify a unit price, for each of the separate items, as called for.

(c) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.

(d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full.

John Doe Contracting Company
By: John Doe, President

(e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The "Total Bid" as indicated on the proposal forms shall be the summation of the extension of units and unit prices only. Should the proposal include "Alternate(s)", the total amount that will be considered for the "Alternate(s)" shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When "Alternate(s)" are included, the County reserves the right to award the contract based on the "Total Bid" with or without the "Alternate(s)", with no recourse to the Contractor.

(f) When a corporation is a bidder, the person signing shall state under the law of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.

(g) Anyone signing the proposal as agent must file it with legal evidence of his authority to do so. Post Office address, County and State, must be given after the signature.

(h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the bid.

DELETE AND INSERT THE FOLLOWING:

2-2.2 Department Modifications to Contract Documents
Modifications to any Contract Documents will be posted at the following URL address:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

The bidder shall take responsibility for checking and downloading the revised data from the Department's website. If the Department's website cannot be accessed, contact the Palm Beach County Purchasing Division at (561) 616-6800 or email PBCVendor@pbcgov.org.

2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY:

2-2.4 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Unless otherwise indicated in the Notice to Contractors, the Contractor shall prepare and submit the bid as a hard copy submittal to the Department in accordance with the instructions listed below and the requirements of 2-5 and 2-8.

Print and submit bid documents generated from the web site on letter size paper. Ensure that all computer generated sheets are legible. The Department prefers 12 point font size and recommends a minimum of 20 pound paper.

The Department will not be held responsible if the bidder submits a bid that is incomplete. Failure to follow proper procedures may cause the bid to be declared non-responsive, or irregular.

2-5 Preparation of Proposals DELETE AND INSERT THE FOLLOWING:

2-5.1 General

Submit proposals on the form described in 2-2. Any pay item that will be provided free or at no cost to the Department shall be indicated as "free" or "$00.00". If the pay item is left blank or N/A is used, the bid may be declared irregular. Show the total of the bid where called for on the proposal forms.

2-5.2 Internet Bid Submittals DELETE IN ITS ENTIRETY:

2-5.3 Hard Copy Bid Submittal DELETE AND INSERT THE FOLLOWING:

If the proposal is made by an individual, either in the bidder's own proper person or under a trade or firm name, the bidder shall execute the proposal under the bidder's signature and enter the firm's bidding office street address.

If made by a partnership, execute the proposal by setting out in full the names of the partners, the firm name of the partnership, if any, have two or more of the general partners sign the proposal and enter the firm's bidding office street address.

If made by a corporation, execute the proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the proposal, affix the corporate seal and enter the corporation's bidding office street address. If made by a limited liability company, execute the proposal by setting out the company name, have the manager or authorized member sign the proposal and enter the company's bidding office address.

If made by a joint venture, execute the proposal by setting out the joint venture name, have the authorized parties sign the proposal and enter the bidding office's street address.

2-6 Rejection of Irregular Proposals DELETE AND INSERT THE FOLLOWING:

A proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

Bid items in which the unit prices are not in line with the industry standards or averages for the items may be considered to be unbalanced.

For a bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of a project also result in "front-end loading".

As a minimum, the following process shall apply to the bidding and awarding of all County construction contracts:

"Bid which are determined by the Department to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bid's for the same item and standard industry prices, and which significantly deviate from the Department's determination of acceptable line item pricing, may be rejected by the Department".

2-7 Guaranty to Accompany Proposals (Bid Bond) ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

The bond may be a Certified Check or a Cashier's Check made payable to the Board of County Commissioners, Palm Beach County, Florida, in the amount of 5% (Five Percent) of the total gross amount of the bid as a guarantee that the bidder, if given a letter of intent to award, will within fourteen (14) consecutive working days after the date of written notice being given of such intent, enter into a written contract with the Board of County Commissioners in accordance with the accepted bid. Certified checks shall be signed by the party whose bid it accompanies.

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-8.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Submit all bids in sealed envelopes bearing on the outside the name of the bidder, the bidder's address and date of opening written in large letters the words:

CONSTRUCTION OF: ANNUAL MILLING AND RESURFACING CONTRACT

for which the bidder submitted the bid.

For proposals that are submitted by mail, enclose the proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Department, at the place designated in the Notice to Contractors. For a proposal that is not submitted by mail, deliver it to the Department, or to the place as designated in the Notice to Contractors. The Department will return proposals received after the time set for opening bids to the bidder unopened.

A bidder may withdraw his proposal at any time prior to that fixed for opening bids without prejudice to him/herself.

2-9 Withdrawal or Revision of Proposals

2-9.1 Internet Bid Submittals DELETE IN ITS ENTIRETY.

2-9.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

A bidder may withdraw or revise a proposal after submitting it, provided the Department receives a written request to withdraw or revise the proposal prior to the time set for opening of bids. The resubmission of any proposal withdrawn under this provision is subject to the provisions of 2-8.

If a Bidder wishes to change unit prices they must be made prior to the deadline listed in the Notice to Contractors and they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alteration of unit prices in the proposal must be initialed. Failure to initial these changes or illegible entries of corrections or unit prices will be cause for the rejection of the bid as informal or irregular. The Bidder shall include both the unit price and the extension for all lump sum bid items.

2-10 Opening of Proposals DELETE AND INSERT THE FOLLOWING:

The Department will open and publicly read proposals at the time and place indicated in the Notice to Contractors, or as soon thereafter as possible. The Department invites bidders, their authorized agents, and other interested parties to attend.

Proposals received after the time set for the opening will be returned to the bidder "unopened".

END OF SECTION

SECTION 3
AWARD AND EXECUTION OF CONTRACT

3-1 Consideration of Bids DELETE AND INSERT THE FOLLOWING:

For the purpose of award, after opening and reading the proposals, the Department will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the Department will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the Department reserves the right to reject any or all proposals and to waive technical errors that the Department may deem best for the interest of the County.

Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

3-2 Award of Contract

3-2.1 General DELETE AND INSERT THE FOLLOWING:

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible, responsive bidder whose proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred eighty (180) days after the opening of the proposals, unless the Special Provisions change this time limit or the bidder and the Department extend the time period by mutual consent.

The "Notice to Proceed" (see 8.3.3) shall be issued within one hundred twenty (120) calendar days of the award of contract, unless otherwise mutually agreed by the Contractor and the Engineer.

For the purpose of award, the low bid shall be the lowest amount bid for the "Total Bid", and if any alternates are considered, it shall be the "Total Bid" plus the addition for the alternate or alternates which the Owner may select. In no case will any award be made until all necessary investigations are made into the responsibility of the low bidder.

Prior to award of the Contract by the Department, a contractor must provide proof of authorization to do business in the State of Florida.

Project Award

The Board of County Commissioners (Board) reserves the right to make multiple awards for this contract. In the event the Board exercises this right, award will be made to the two (2) lowest, responsive, responsible bidders. Work will be issued to the bidders at the County's discretion.

3-5 Contract Bond Required

3-5.1 General Requirements of the Bond DELETE AND INSERT THE FOLLOWING:

3-5.1.1 General Requirements for All Bonds

To insure the faithful performance of each and every condition, stipulation and requirement of the Contract Documents and to indemnify and save harmless the Department from any and all damages, either directly or indirectly, arising out of any failure to perform same, upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Public Construction Bond (Surety Bond) for approval by the Board of County Commissioners, as provided below . Obtain a Surety Bond that has a resident agent in the State of Florida, meets all of the requirements of the laws of Florida and the regulations of the Department, including having a currently valid certificate of authority issued by the United States Department of the Treasury under § 31 U.S.C. 9304-9308, and has the Department's approval. Ensure that the Surety Bond's resident agent's name, address, and telephone number is clearly stated on the face of the Surety Bond. The Surety Bond shall be furnished on forms attached hereto. The Contractor shall verify at the time of execution of the Contract, the acceptability of the surety provided thereunder. Contractor shall not commence any work prior to furnishing to the Department an acceptable Surety Bond.

3-5.1.2 Work Order For Less Than $200,000

For each work order in an amount less than $200,000, furnish to the Department and maintain in effect throughout the duration of the work order, a Surety Bond in the amount of $50,000, as security for faithful performance of work order(s) and for the payment of all persons performing labor and furnishing materials in connection therewith. In the event that the amount of a proposed work exceeds the amount of the Surety Bond, furnish additional Surety Bond, in increments of $50,000, so that the total amount of the Surety Bond(s) exceeds the amount of all work orders.

3-5.1.3 Work Order For $200,000 or More

For each work order in the amount of $200,000 or more, furnish to the Department and maintain in effect throughout the duration of the work order, an acceptable Surety Bond in an amount at least equal to the amount of the total work order, as security for faithful performance and for the payment of all persons performing labor, and furnishing materials in connection therewith.

ADD THE FOLLOWING SUB-ARTICLE:

3-5.6 Recording of Contract Bond

Before commencing the work, Contractor shall provide to County a certified copy of the recorded bond(s). County may not make any payment to Contractor until Contractor has complied with this requirement.

3-6 Execution of Contract and Bond DELETE AND INSERT THE FOLLOWING:

The Contractor shall sign (execute) the Contract and provide satisfactory bond and evidence of meeting all insurance requirements per 7-13 (Insurance) with the Contract documents. Executed documents shall be furnished to the Department within fourteen (14) working days after the date of the "Letter of Intent to Award".

Contractor shall perform not less than 40% of the total contract with his own organization. Therefore, Contractor must submit with the Contract documents a detailed breakdown (in dollars and percentage) of how the total contract amount is proposed to be distributed. The breakdown shall show all relative information for the Prime and all sub-contractors.

3-7 Failure by Contractor to Execute Contract and Furnish Bond - DELETE AND INSERT THE FOLLOWING:

In the event that the bidder fails to execute the Contract and to provide an acceptable bond, as prescribed in 3-5 and 3-6, within 14 days of issuance of the Notice of Intent to Award letter, the Department may cause the bidder to forfeit the proposal guaranty to the Department; not as a penalty but in liquidation of damages sustained. The Department may then award the Contract to the next lowest responsive, responsible bidder, re-advertise, or accomplish the work using day labor.

END OF SECTION

SECTION 4
SCOPE OF THE WORK

4-1 Intent of Contract - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

The roadway plans for Palm Beach County Project No. 2018051, consist of all work necessary for Milling and Resurfacing, Palm Beach County, Florida. The work includes mobilization, clearing and grubbing, ditch work and signalization, maintenance of traffic, maintenance of pedestrian traffic, asphalt pavement, earthwork, drainage, signalization, NPDES compliance, and other work, as directed by the Engineer.

All of the work involved in this project shall conform to the construction plans and specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the contract.

4-3 Alteration of Plans or of Character of Work

4-3.1 General DELETE AND INSERT THE FOLLOWING:

The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not

constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY.

4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:

When the Department requires work that is not covered by a price in the Contract, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

END OF SECTION

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:

The Contractor will be furnished five (5) copies of the plans and specifications for this project at the Pre-Construction Conference. Additional copies may be purchased from the Palm Beach County Engineering Department, at a total cost of **$35.00** per set of plans and contract documents.

The Contractor shall have available on the job site at all times, one copy each of the plans, contract documents and general provisions.

5-1.2 Department's Plans DELETE IN ITS ENTIRETY.

5-1.4.4 Style, Numbering, and Material of Submittals

5-1.4.4.1 Drawings DELETE AND INSERT THE FOLLOWING:

Furnish six (6) clearly legible photographic or xerographic copies of all shop drawings that are necessary to complete the structure in compliance with the design shown on the plans. Prepare all shop drawings using the same units of measure as those used in the Department's plans. Use sheets no larger than 11 by 17 inches. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, . . ., 12 of 12).

Include on each sheet the following items as a minimum requirement: the complete Project Number, Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Contractor's approval stamp with date and initials, and, when

applicable, the documents shall be signed and sealed by the Specialty Engineer. A re-submittal will be requested when any of the required information is not included.

5-1.4.4.2 Other Documents DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

Provide four sets of original documents or clearly legible photographic or xerographic copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Provide sheets no larger than 11 by 17 inches. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . ., 12 of 12). Provide an additional three sets of documentation for items involved with precast prestressed components. Provide an additional two sets of documentation for items involving structural steel components.

Prepare all documents using the same units of measure as those used in the Department's plans. Bind and submit all documents with a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the complete Project Number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.

Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the complete Project Number and the initials of the person(s) responsible for preparing and checking the document.

Clearly label trade literature and catalogue information on the front cover with the title, Project Number, date and name of the firm and person(s) responsible for that document.

5-1.4.5 Submittal Paths and Copies

5-1.4.5.1 General DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

All submittals shall be made to the Engineer.

5-1.4.5.2 Building Structures DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

Submit working, shop and erection drawings, and all correspondence related to building structures, such as Rest Area Pavilions, Office Buildings, and Maintenance Warehouses, to the Architect of Record for review and approval. Send a copy of the transmittal to the Engineer.

5-1.4.5.3 Contractor-Originated Design DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

Submit shop drawings and applicable calculations to the Engineer for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the

Specialty Engineer or the Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.4 Temporary Works DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

For Construction Affecting Public Safety, submit to the Engineer shop drawings and the applicable calculations for the design of special erection equipment, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.8 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract DELETE AND INSERT THE FOLLOWING:

Submit to the Engineer shop drawings and the applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-5 Authority of the Engineer DELETE AND INSERT THE FOLLOWING:

Perform all work to the satisfaction of the Engineer. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, that may arise, relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

5-6 Authority and Duties of Engineer's Assistants DELETE AND INSERT THE FOLLOWING:

The Engineer may appoint such assistants and representatives as he desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of the Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Engineer will immediately notify the Contractor in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the Contractor.

5-7 Engineering and Layout

5-7.1 Control Points Furnished by the Department DELETE AND INSERT THE FOLLOWING:

The Engineer will provide centerline control points and bench marks to facilitate the proper layout of the work. Normally, the Engineer will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the Department furnishes.

Should reference points or benchmarks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor's surveyor shall verify the accuracy of the design survey data prior to proceeding with work.

5-7.3 Layout of Work DELETE AND INSERT THE FOLLOWING:

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor's surveyor shall verify the accuracy of the design survey data prior to proceeding with work, and establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5-7.5 Personnel, Equipment, and Record Requirements DELETE AND INSERT THE FOLLOWING:

Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the Department for performance of layout work.

Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the Engineer's review as the work progresses.

5-10-Inspections

5-10.2 Inspection for Acceptance DELETE AND INSERT THE FOLLOWING:

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer

finds that all work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail the remedial work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial work in accordance with the following schedule:

Contract Amount	Contract Time Suspension
≤$5,000,000	30 Days
>$5,000,000≤$10,000,000	45 Days
>$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining contract time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

5-12 Claims by Contractor

5-12.1 General ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

5-12.1.1 Additional or Unforeseen Work and/or Claims for Extra Compensation

Payment for Additional or Unforeseen Work and/or Claims for Extra Compensation Additional or unforeseen work of the type already provided by the contract for which there is a contract price will be paid for at such contract price in accordance with 4-3.2.1.

Additional or unforeseen work having no quantity or price provided in the contract will be paid at a negotiated price in accordance with 4-3 and 4-4. Where the cost is negotiated, the Contractor shall submit an estimate to the Department in terms of labor, materials, equipment, overhead (an amount equal to a maximum of ten [10] percent) and other expenses incurred solely as a result of the additional or unforeseen work.

When the price for additional or unforeseen work or claims for compensation cannot be mutually agreed upon, such costs shall be recorded on a force account basis. The Contractor shall furnish to the Engineer itemized daily reports of the costs of all force account work which must be mutually agreed upon. The reports shall be summarized and furnished each week and shall include certified copies of the weekly payroll and original receipted bills for the materials used and the freight charges paid on same. The bills shall show credits for any discounts offered by suppliers and only the net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on additional or unforeseen work but are taken from

the Contractor's stock, the Contractor shall submit a certification of the quantity, price and freight on such materials in lieu of original bills and invoices.

From the daily and weekly reports received from the Contractor, the Engineer will prepare on regulation forms, itemized statements containing the following detailed information:

1. Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, rate and extension for each worker and foreman engaged in said work.

2. Designation, number of hours computed to nearest half hour worked each day, total hours, rental rate, and extension for each unit of equipment engaged.

3. Quantities of materials, prices, and extensions.

4. Freight on materials.

5-12.1.2 Payment

1. For all labor and foremen engaged in the specific work, the Contractor will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, plus 20 percent (20%) of this sum. General Foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

2. For materials, the Contractor will receive the actual cost delivered on the work including freight charges, as shown by original receipted bills, plus 15 percent (15%) of the sum thereof. For small hand and power tools including chain saws, circular saws and wrenches, no payment will be allowed.

3. The portion of the cost for equipment shall be based on the Rental Rate Blue Book for Construction Equipment, published by Dataquest (version current at time of work) in accordance with the following:

   (a) Costs shall be provided on an hourly basis. Hourly rates, for equipment being operated or on standby, shall be established by dividing the Blue Book monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily", and "Hourly" shall not be used.

   (b) On all projects, the costs shall be adjusted by regional adjustments and by Rate Adjustment Tables according to the instruction in the Blue Book.

   (c) Reimbursement for the equipment being operated shall be at a rate of 75 percent [75%] of the Blue Book ownership cost plus 100 percent [100%] of the Blue Book operating costs.

   (d) Reimbursement for equipment required to be idled and on standby, shall be at 50 percent [50%] of the Blue Book ownership cost, only. No more than eight hours of standby will be paid on a single day.

(e) No additional overhead will be allowed on equipment costs. No operating cost will be allowed for idle equipment. No payment will be made for any type of repairs to equipment.

Transportation costs for the moving of such equipment to and from the specific force account operation will be paid. The cost shall be supported by invoice showing actual cost to Contractor. Transportation costs will be paid from the nearest reasonable source of available equipment. If the equipment is not returned to the contractor's nearest equipment storage lot, but is moved to other work, then only the lesser cost of transportation will be paid. The movement to and from the specified force account operation will be as directed by the Engineer.

1. The necessary and required equipment will be inspected and start its rental time on the project in good condition. All equipment must be in good operating condition to qualify for rental payment. For a piece of machinery or equipment which must be brought to the site of the force account work from a source other than another location on the project, rental time shall begin when the unit arrives and it is first used on the force account work. For a piece of machinery or equipment which is already on the project, rental time shall begin when it is first used on the force account work. The rental rate for the Foreman's Transportation unit will be based on the Blue Book for Construction Equipment, published by Dataquest (version current at time of work).

   Upon completion of the need for a piece of machinery or equipment, rental time shall cease unless the Engineer has directed, on the basis of a previously agreed schedule, that it be kept at the site of the force account work for economic performance of future force account work.

2. When force account work or any extra work is accomplished by an approved subcontractor, the Contractor shall receive, as compensation for administration costs, an amount equal to a maximum of ten percent of the total amount paid for subcontracted work.

   The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work and claims done on a force account basis. The Contractor's representative and the Inspector shall daily compare records of extra work done on a force account basis at the end of each day. Copies of these records shall be made in duplicate, upon a form provided for this purpose, by the Inspector, and signed by both the Inspector and the Contractor's representative; one copy being forwarded to the Engineer or his authorized representative, and one copy to the Contractor.

   All claims for extra work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all materials used in such work. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent actual cost to the Contractor.

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

5-12.2.2 Claims for Delay DELETE IN ITS ENTIRETY

5-12.3 Content of Written Claim DELETE ITEM (E) IN ITS ENTIRETY

5-12.4 Action on Claim DELETE AND INSERT THE FOLLOWING:

The Engineer will respond within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim within 90 days after receipt of a complete claim in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest DELETE IN ITS ENTIRETY

5-12.6 Compensation for Extra Work or Delay DELETE IN ITS ENTIRETY

5-12.12 Settlement Discussions DELETE AND INSERT THE FOLLOWING:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim.

5-12.13 Personal Liability of Public Officials - DELETE AND INSERT THE FOLLOWING:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

END OF SECTION

GENERAL PROVISIONS

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria

6 -1.1 General ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All materials/products/certifications incorporated into the work shall be from F.D.O.T. certified and approved sources unless otherwise set forth herein.

6-1.2 Sampling and Testing DELETE AND INSERT THE FOLLOWING:

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract, there is enough material delivered to take samples, at no expense to the Department.

ADD THE FOLLOWING SUB ARTICLE:

6-1.2.5

All materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

(a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.

(b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the Owner or Palm Beach County.

6-6 Warranty INSERT NEW SUB-ARTICLE 6-6 "WARRANTY" AT THE END OF SECTION 6:

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with Contract Documents. All work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance.

END OF SECTION

SECTION 7
LEGAL REQUIREMENTS
AND RESPONSIBILITY TO THE PUBLIC

7-1.9 Florida Minority Business Loan Mobilization Program DELETE IN ITS ENTIRETY.

7-2 Permits and Licenses

7-2.1 General DELETE AND INSERT THE FOLLOWING:

Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the work and to obtain and procure all applicable permits and licenses associated or incidental thereto. Additionally, the contractor shall be responsible for giving all notices necessary or incidental to the prosecution and completion of the work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the contractor.

Any permits required by municipality or public agency, including but not limited to tree removal and dewatering, shall become the responsibility of the Contractor. The permitting time shall be included in the bid proposal and work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the plans or Special Provisions and within the right-of-way limits.

Acquire all permits for work performed outside the right-of-way or easements for the project.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-11.3 Contractors' Use of Streets and Roads

7-11.3.2 On the State Highway System DELETE IN ITS ENTIRETY

7-11.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail DELETE THE LAST PARAGRAPH AND INSERT THE FOLLOWING:

Payment for repairs will be incidental to the cost of Maintenance of Traffic (MOT), L.S.

7-11.6 Utilities

7-11.6.1 General ADD THE FOLLOWING AT THE BEGINNING OF THIS SUB-ARTICLE:

Unless otherwise specified, all references to utility work, coordination, adjustments, permits, utility pay items, etc. shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related work be performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the contract "time of completion" for the Contractor to coordinate the installation and relocation of all utilities. It is the responsibility of the Contractor to assure that this coordination is implemented and included in the work schedule.

Utility adjustments shall be the responsibility of the respective utility company, unless otherwise indicated on the plans or in the specifications.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field. The Contractor shall take reasonable steps to protect the utilities from damage.

In addition, the Contractor shall be responsible to verify if "other" utilities (not shown in the plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his work and conduct his construction operations in cooperation with the various Utility Companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to work under this contract and schedule his work to avoid interference with the utility relocation work. The County will not be liable for any delay or added expense to the Contractor due to the activities of the Utility Companies, nor shall the County be held responsible for any damage to any utilities due to any action by the Contractor.

7-12 Responsibility For Damages, Claims, etc.

7-12.1 Contractor to Provide Indemnification DELETE AND INSERT THE FOLLOWING:

The Contractor shall indemnify, defend, save, and hold harmless Palm Beach County and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. In the performance of the construction Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

It is binding to the Contractor that the above language be included in any and all agreements with subcontracts executed in connection with this contract.

Unless otherwise noted herein, 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 Contractor.

THIS SPACE LEFT INTENTIONALLY BLANK.

7-13 Insurance DELETE AND INSERT THE FOLLOWING:

7-13.1 General

Unless otherwise specified in this Contract, or approved by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this contract or the performance of work hereunder (including the warranty period), insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage & Limit Table below and with insurers and under forms of policies acceptable to the County. Contractor shall deliver to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by the County and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

7-13.1.1 Commercial General Liability

Contractor shall agree to maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability

Contractor shall agree to maintain a standard Insurance Service Office (ISO) version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

7-13.1.3 Workers' Compensation and Employer's Liability

Contractor shall agree to maintain Workers' Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be accordance with all of the limits, terms

and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the County and the Engineer harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

7-13.1.4 Additional Required Insurance When Work Involves

The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverage described below has been designed specifically to provide coverage for.

7-13.1.4.1 Railroad Protective Liability

With respect to any of the work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right of way including any encroachments thereon from work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the County for transmittal to the railroad company, an original insurance policy which, with respect to the operations he or any of his subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.2 Watercraft Liability

With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.3 Aircraft Liability

With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.2 Utility Owners Protective Liability

When the work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the County that, with respect to the operations he performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the County and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the County and any owner of equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the County or joint pole equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractors, agents or employees.

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

7-13.4 Additional Insured

The Contractor agrees to endorse the County and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor shall agree, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor 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 insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5.2 Right to Review and Adjust

The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect.
The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance

has been placed in complete compliance with these requirements is received and accepted by the County.

The County Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The County Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.

2. Shall clearly indicate project name and project number to which it applies.

3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.

4. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the work until such time as the renewal certificate is supplied.

5. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

   Palm Beach County
   c/o Insurance Tracking Services, Inc.
   P.O. Box 20270
   Long Beach, CA 90801

6. The Certificates of Insurance must be completed in the original and signed and returned to the County along with Contracts and Sureties.

7-13.5.5 Deductibles, Coinsurance Penalties, & Self-Insured Retention

The CONTRACTOR shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

7-13.5.6 Subcontractor's Insurance

The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. When requested by the COUNTY, the CONTRACTOR shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

THIS SPACE LEFT BLANK INTENTIONALLY

7-13.5.7 Insurance Coverage and Table

The CONTRACTOR shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	Yes
COMPREHENSIVE AUTO LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:		
Coverage not less than:	Statutory	
Employer's Liability Limits not less than:	$100,000/500,000/100,000	
WATERCRAFT LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	
AIRCRAFT LIABILITY:		
Limit of Liability not less than:	$5,000,000 per occurrence	
When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:	$1,000,000 per passenger	
Additional Insured endorsement required:	Yes	
RAILROAD PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$2,000,000 per occurrence $6,000,000 aggregate	
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	
UTILITY OWNERS PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	

7-14 Contractor's Responsibility for Work - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire work (as specified in 580), but during any remaining portion of the 90-day establishment period.

7-16 Wage Rates for Federal-Aid Projects. - DELETE AND INSERT THE FOLLOWING:

For all projects that include Federal-aid participation, the Contract documents contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. Department of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

7-23 Contractor's Motor Vehicle Registration - DELETE AND INSERT THE FOLLOWING:

Upon request by the Department, the Contractor shall provide the Department with proof that all motor vehicles operated, or caused to be operated by such Contractor, are registered in compliance with Chapter 320 of the Florida Statutes. Submit such proof of registration in the form of a notarized affidavit to the Department.

The Department will not make payment to the Contractor until the required proof of registration is on file with the Department.

If the Contractor fails to register any motor vehicle that he operates in Florida, pursuant to Chapter 320 of the Florida Statutes, the Department may disqualify the Contractor from bidding, or the Department may suspend and revoke the Contractor's certificates of qualification.

END OF SECTION

SECTION 8
PROSECUTION AND PROGRESS

8-3 Prosecution of Work

8-3.2 Submission of Working Schedule DELETE AND INSERT THE FOLLOWING:

Provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of materials, plant, and

equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:

For contracts bearing a specified number of calendar days to complete, as stated in the bid form, effective date for starting the work shall be established during the Pre-Construction Conference and shall be so stated in writing by the "Notice to Proceed" issued by the County Engineer. The effective date of beginning of work stipulated in the "Notice to Proceed" shall be set at a date not later than one hundred twenty (120) calendar days after the date of execution of the Contract Documents by the Board of County Commissioners, unless otherwise mutually agreed by the Contractor and the County Engineer.

8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:

After the award of contract and prior to issuance of the "Notice to Proceed" a Pre-Construction Conference will be held between the Contractor, representative of the County Engineer's Office, representative of other municipalities concerned, utility companies, other contractors affected by the work and any other persons designated by the County Engineer's Office to have a material interest in the work. The time and place of this conference will be set by the County Engineer's Office. The Contractor shall bring with him to this conference a copy of his proposed work schedule for the job.

8-6 Temporary Suspension of Contractor's Operations

8-6.1 Authority to Suspend Contractor's Operations ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

In particular, the Engineer reserves the right to suspend work on the project from December 15th to January 1st. The Engineer will give a minimum of thirty (30) calendar days' notice of suspension. Prior to carrying out any work on the project during the period of directed suspension, the Contractor shall obtain written approval from the Engineer.

8-6.1.1 State of Emergency DELETE AND INSERT THE FOLLOWING:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

8-6.4 Suspension of Contractor's Operations-Holidays DELETE AND INSERT THE FOLLOWING:

Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. Contract time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed contract time adjustment for suspension of operations during such holiday periods.

The Contractor will be allowed additional contract time for each working day included in the Engineer directed suspension of work between December 15th and December 23rd.During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

8-7 Computation of Contract Time

8-7.2 Date of Beginning of Contract Time DELETE AND INSERT THE FOLLOWING:

The date on which Contract Time begins is noted on each work order.

8-8 Failure of Contractor to Maintain Satisfactory Progress

8-8.1 General: Pursue the Work to Completion ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

Satisfactory progress is an essential element of the contract and, as delay in the prosecution of the work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

8-8.2 Regulations Governing Suspension for Delinquency DELETE AND INSERT THE FOLLOWING:

(a) A Contractor may be declared delinquent because of unsatisfactory progress on a contract with the County, when the contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:

(1) The percentage of dollar value of completed work with respect to the total amount of the Contract is within ten percentage points of the percentage of contract time elapsed.

(2) The percentage of dollar value of completed work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the "ten percentage points" stipulated in the two preceding paragraphs, "twenty" (20) percentage points may be allowed for a Contractor who, in the opinion of the County Engineer, has adequate organization, equipment, and financial resources to undertake other contract or subcontract work without conflict or delay in prosecuting work under existing contracts let by the County.

(b) A Contractor will be declared delinquent because of unsatisfactory progress on the contract with the County, under either of the following circumstances:

(1) The contract time allowed has been consumed and the work has not been completed.

(2) The contract time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, equipment or finances, shall likewise be disqualified.

(c) The Contractor may appeal to the County Engineer for relief from his disqualification status. The County Engineer will act upon any appeal within thirty (30) calendar days after the filing thereof, and will promptly notify the appellant of the action taken.

(d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the contract time has not elapsed.

(e) The principal progress check period will occur monthly, upon receipt in Construction Coordination Division of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor by telegram immediately thereafter, and confirmed by certified mail.

(f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten calendar days after the preliminary notice has elapsed.
During this ten-day period the affected Contractor may request any extensions of time, or other considerations which would affect his delinquency, which he feels he is entitled to.

(g) Final notification of delinquency will be made by telegram and certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.

(h) The County Engineer may grant extensions of time during the prosecution of the work, as allowed under the Standard Specifications and General Provisions for the work, regardless of the Contractor's delinquency status.

8-9 Default and Termination of Contract

8-9.2 Termination of Contract for Convenience DELETE AND INSERT THE FOLLOWING:

Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities, other than may be necessary or required for completion of such portion of work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;

4. The Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner;

5. The Contractor shall include in all Subcontracts, equipment leases and purchase order, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;

6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and

7. Complete performance of any work which is not terminated.

B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.5. above.

4. Any other reasonable costs which can be verified to be incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein.
Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

8-10 Liquidated Damages for Failure to Complete the Work

8-10.2 Amount of Liquidated Damages

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$ 278
Over $50,000 but less than $250,000	$ 388
$250,000 but less than $500,000	$ 566
$500,000 but less than $2,500,000	$1,148
$2,500,000 but less than $5,000,000	$1,914
$5,000,000 but less than $10,000,000	$2,514
$10,000,000 but less than $15,000,000	$3,300
$15,000,000 but less than $20,000,000	$3,782
$20,000,000 and over	$5,684 plus 0.00005 of any amount over $20 million

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by County as a result of Contractor's delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9
MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: **http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm**

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the contract, as directed by the Engineer. Whenever change or combination of changes in the plans results in total elimination or substitution of any item included in the original contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is 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. The unit prices for the items of work shall include the cost of all labor, materials, equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of work.

Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

9-5 Partial Payments

9-5.1 General DELETE AND INSERT THE FOLLOWING:

The Contractor will receive partial payments on monthly estimates, based on the amount of work done or completed (including delivery of certain materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the unit prices for all work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of work completed. This retainage may be reduced to 2 1/2% of contract amount at the discretion of the County Engineer when said project exceeds 90% of the contract amount.

The amount retained on water and sewer construction and adjustments included in the contract shall be 10% of the monthly estimates until the work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

As an exception to the percentages for the amount to be retained on partial or monthly estimates as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original contract amount, 10 per cent of the value of work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire contract work; whichever of such is the later date.

Contract amount is defined as the original contract amount as adjusted by approved Supplemental Agreements.

9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:

The Contractor will receive progress payments on a monthly basis. The amount will be based on the work done or completed (including delivery of certain materials per 9-6). The progress payments shall be approximate only, and shall be subject to correction in the subsequent monthly estimates and the final estimate and payment.

The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the unit prices for all work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of work completed. This retainage may be reduced to 2-1/2% of contract amount at the discretion of the County Engineer when said project exceeds 90% of the contract amount.

On water and sewer construction, the amount retained and adjustments included in the contract shall be 10% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the work is approved by the permitting agency.

As an exception to the percentages for the amount to be retained on progress payments as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original contract amount, 10 per cent of the value of work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire contract work; whichever of such is the later date.

Contract amount is defined as the original contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

(1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as bid.

END OF SECTION

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SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of Palm Beach County. The Contractor shall stockpile the above mentioned signs and contact Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to P.B.C. Traffic Division.

102-1.1 Standards

This section shall be governed by the following standards:

1. Florida Department of Transportation "Standard Specifications for Road and Bridge Construction"
2. "Manual on Uniform Traffic Control Devices for Streets and Highways"
3. Florida Department of Transportation "Design Standards"
4. Florida Department of Transportation "Plans Preparation Manual"
5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above specifications, the following shall also apply:

Barricades, Lights and Cones

1. All barricades shall be maintained daily.
2. All Type III barricades shall have one Type "A" flashing light on each barricade. When extremely hazardous conditions exist, two Type "B" flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division.

Flag Person and Vests

1. The flagger shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 F.D.O.T. Specifications for Road and Bridge Construction. Each flagger shall have a certification card with them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.
    - If the person flagging traffic does not have the Certification, or the name is not on the list of approved flaggers, the flagger shall be replaced immediately with a certified flagger. There will be no lane closure until that time.

- At the pre-construction meeting, the contractor may submit a list of certified flaggers. This list must include the same information as the flagger(s)' certification card(s).

1. All construction personnel shall wear a retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations when working within the right-of-way (Class 2 or 3 per MUTCD).

   A. Ensure that these vest/garments be worn whenever workers are within the right-of-way. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.

   B. Require Contractor personnel to wear retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations.

   C. Replace faded vest/garments, as determined by the Inspector.

Flashing Arrow Boards

1. Flashing arrow boards shall be used on any four (4) lane or larger roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 M.U.T.C.D. /Type "B" or "C" only. Solar arrow boards shall be used.

Traffic Signals

1. A minimum of seventy-two hours notice must be given to Traffic Division (684-4030) prior to work requiring the realigning of traffic signals.

2. Palm Beach County will charge for traffic signals to be realigned to accommodate MOT.

3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in Figure 1 in the General Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.

4. Line locates will be given. However, a twenty-four hours' notice must be given.

5. If new traffic poles are to be installed it shall be the contractor's responsibility to provide final stabilized grade within 4"-6" along with right-of-way locations at the intersection. The contractor shall have a 2-hour window for their change-over that is 1 hour before and one hour

after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the delay.

102-1.2 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.

2. All highway equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the equipment is operating.

3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. left turn and through lanes shall not be blocked without permission from the Traffic Engineer.

4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.

    - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

102-3.2 Worksite Traffic Supervisor

Certification must be through American Traffic Safety Services Association (A.T.S.S.A.).

102-4 Temporary Traffic Control Plan. (T.T.C.P.) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

The Temporary Traffic Control Plan (T.T.C.P.) for traffic control around or through work sites should be developed with safety receiving a high priority. The T.T.C.P. should include protection at work sites when work is in progress and when operations have been halted (such as during the night) or from the time work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

GENERAL PROVISIONS

The temporary traffic control plan shall include the following:

1. T.T.C.P. to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association (A.T.S.S.A.).

2. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor.

3. The T.T.C.P. shall include: North arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; R.P.M.'s; pavement markings; school zones; crosswalks; Palm Tran bus stop and RXR crossings.

4. Plans may be drawn to scale; however, dimensions shall be shown.

5. Variable Message Sign (V.M.S.) and the messages.

6. Location and geometry for transitions, detours, and diversions.

7. No change-overs are allowed on Monday or Friday, the day before a holiday or during A.M. or P.M. peak traffic, and are discouraged at signalized intersections.

8. All plans shall be submitted through the Construction Coordination Division.

The T.T.C. Plan approval is as follows:

A. 1 to 7 days for most plans

B. 7 days when a signal or flasher is involved

C. 10 days for a traffic switch or for road closures

Time may vary based on the complexity of the T.T.C.P. Consideration should be given to these time frames when scheduling the work.

P.B.C. Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The T.T.C. Plan is good for 60 days. If the T.T.C.P. has not been implemented by then, a new approval will be required.

T.T.C.P. must have dates and times of operation requested.

In no case may the contractor begin work until the T.T.C.P. has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of

the pay item of "Maintenance of Traffic" on a prorated basis or $1,000.00 per day, whichever is higher.

Cost for "Temporary Traffic Control Plans" shall be made on a "Lump Sum" basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in "Maintenance of Traffic" and shall include all of the above requirements.

102-5.4 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. (See 102-7.1)

102-5.7 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY:

102-7 Traffic Control Officer:

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of work are necessary on projects:

1. Traffic control in a signalized intersection when signals are overridden.
2. When Standard Index No. 619 is used on Interstate at nighttime and required by the plans.
3. When pacing/rolling blockade specification is used.
4. During the night time milling or paving, if the lane adjacent to the work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.
5. As required by the Engineer.

GENERAL PROVISIONS

ADD THE FOLLOWING SUBARTICLE:

102-7.1 Traffic Control Officer (NON-MOT)

Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans.

The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing.

The Contractor shall supply a breakdown of police activity for every 4 hour period.

102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (NON-MOT)

Furnish changeable (variable) message sign in accordance with 102-9.9, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans.

102-9.12 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.14 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.15 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-9.16 Automated Flagger Assistance Devices DELETE IN ITS ENTIRETY

102-10 Work Zone Pavement Marking – See 102-10.1.1

102-10.1 Description DELETE THE LAST PARAGRAPH IN ITS ENTIRETY

102-10.1.1 Temporary Pavement Markings

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.

2. Temporary R.P.M.'s shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The R.P.M.'s shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. R.P.M.'s shall be bonded to the pavement or concrete with epoxy, alkyd thermoplastic or bituminous adhesive.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and County specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Palm Beach County Traffic Engineering Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for roadways with severe curvature, or as directed by the Palm Beach County Traffic Engineering Department.

6. All painted lines shall conform to size and color requirements of the M.U.T.C.D., Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectively falls below 150 mini-candles. A normal width line is 6" paint or tape.

7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

102-10.2 Removable Tape DELETE IN ITS ENTIRETY

102-10.2.1 General DELETE IN ITS ENTIRETY

102-10.3.1 Application DELETE IN ITS ENTIRETY

102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY

102-10.3.4 Removability DELETE IN ITS ENTIRETY

102-10.4 Work Zone Raised Pavement Markers (WZRPM's)

Apply all markers in accordance with Palm Beach County Typical T-P-13, or as otherwise revised.

102-10.4 Paint and Glass Beads

102-11 Method of Measurement

102-11.1 General

Devices installed/used on the project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (T.T.C.P.).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: M.O.T., on a Lump Sum basis.

102-11.2.1 Traffic Control Officers (Non-MOT) The quantity to be paid for will be at a unit price per hour (4-hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the T.T.C. plan requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (NON-MOT) – per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

102-11.15.1 Changeable (Variable) Message Sign (NON-MOT): The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the T.T.C.P.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (NON-MOT) per each per day.

102-11.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-11.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-11.22 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to M.O.T., Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:

When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:

When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (T.T.C.P).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: M.O.T., on a Lump Sum basis.

102-13.2.1 Traffic Control Officers (NON-MOT) DELETE AND INSERT THE FOLLOWING:

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the T.T.C.P.

102-13.3 Special Detours DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:

102-13.15.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the T.T.C.P.

102-13.19 Safety Warning Transmitter DELETE IN ITS ENTIRETY

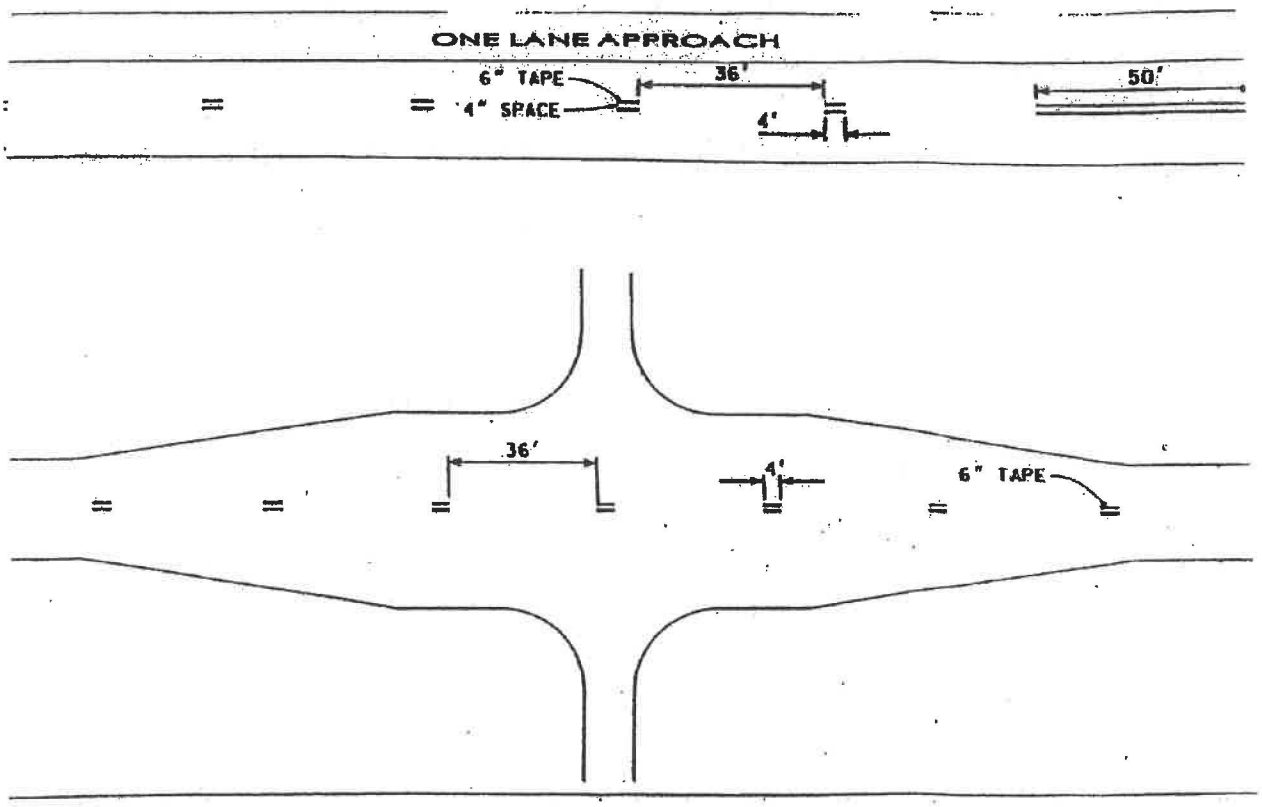
102-13.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

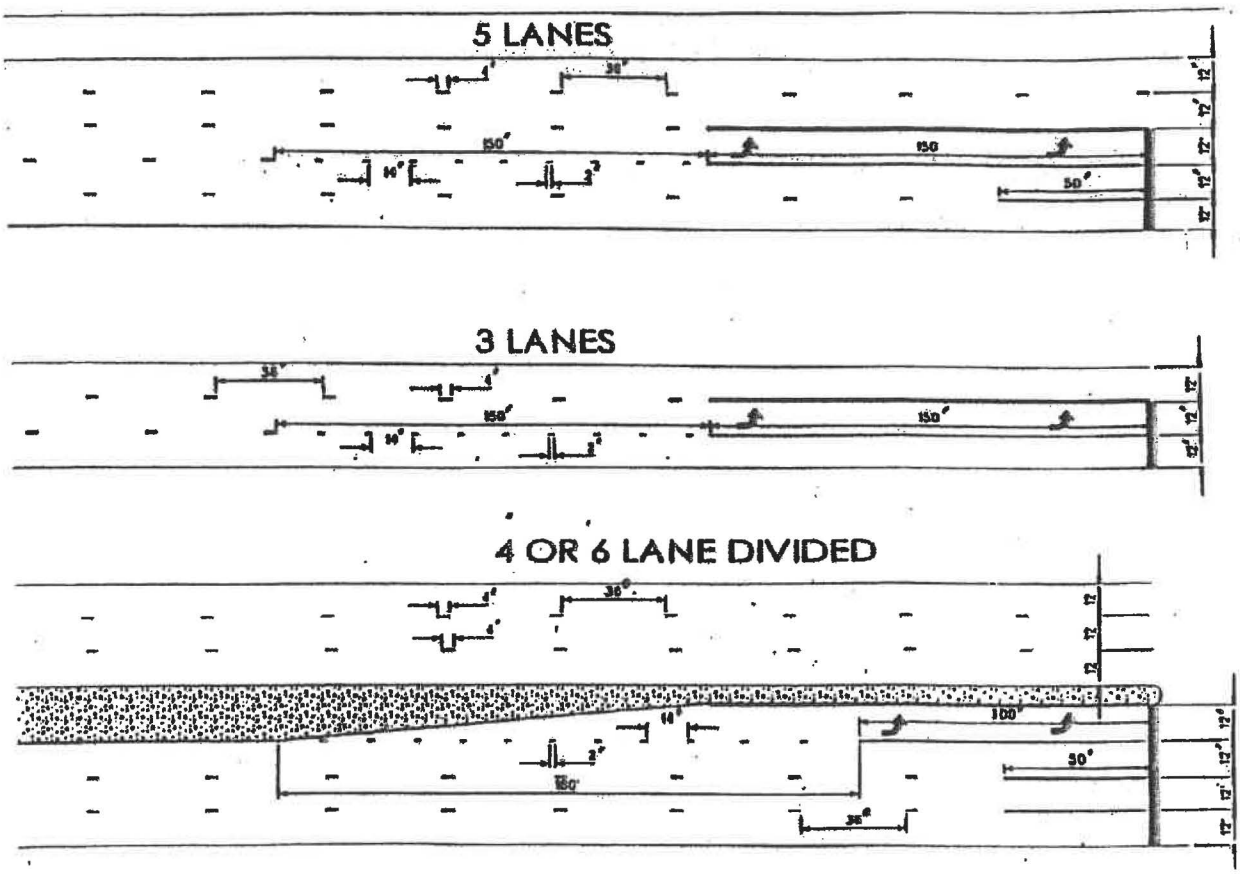
102-13.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

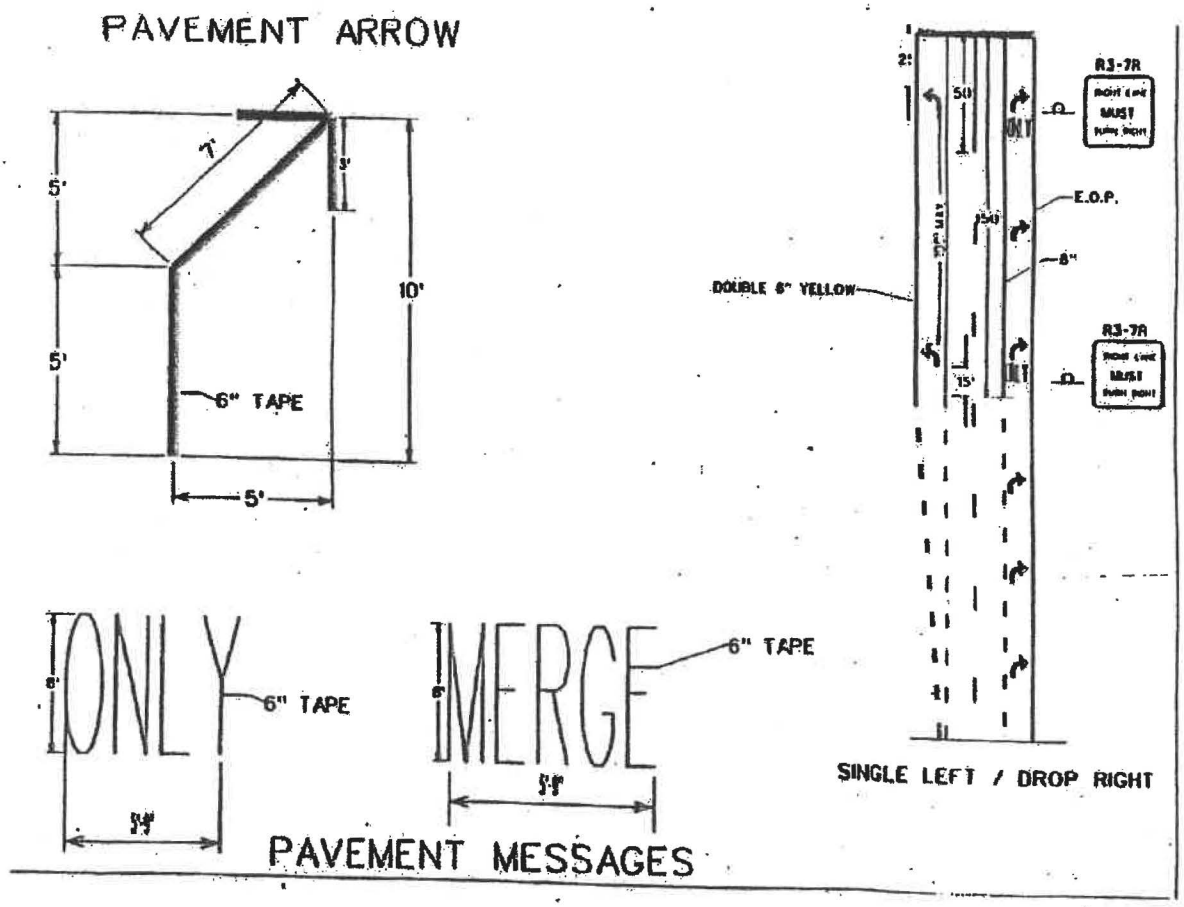
102-13.22 Temporary Lane Separator: DELETE IN ITS ENTIRETY

102-13.23 Payment Items: DELETE AND INSERT THE FOLLOWING:

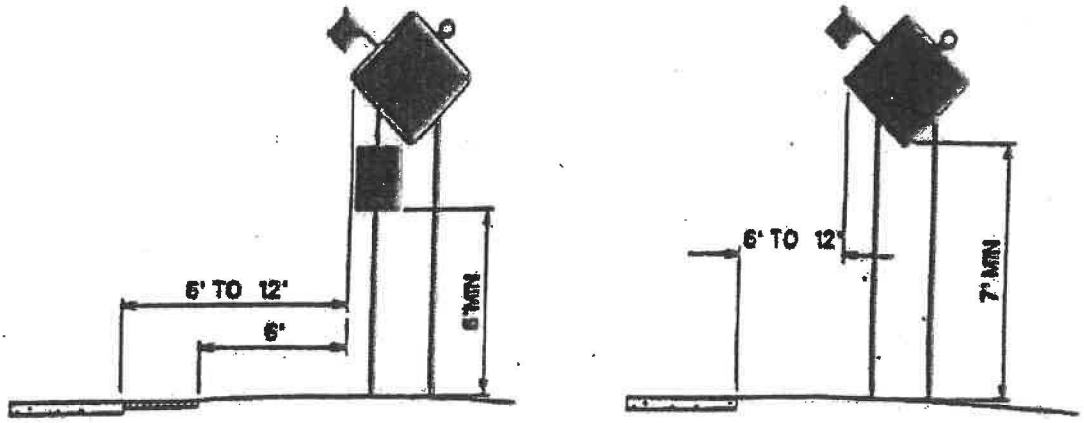
Payment will be made under:
Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (NON-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (NON-MOT) - per each per day.


ONE LANE APPROACH
6" TAPE
4" SPACE
36'
4'
50'
36'
4'
6" TAPE


5 LANES
150'
150'
50'
3 LANES
150'
150'
4 OR 6 LANE DIVIDED
100'
30'
150'


PAVEMENT ARROW
7'
5'
10'
5'
6" TAPE
5'
ONLY
6" TAPE
MERGE
6" TAPE
R3-7R
E.O.P.
DOUBLE 6" YELLOW
SINGLE LEFT / DROP RIGHT
PAVEMENT MESSAGES

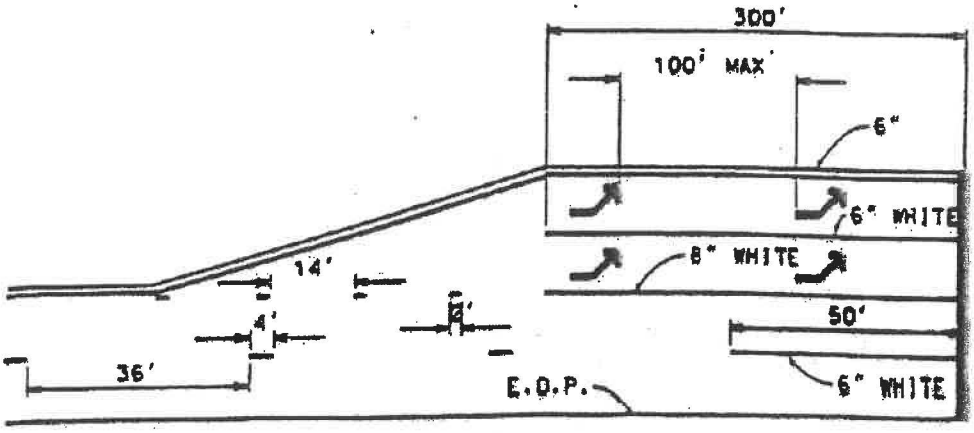
Signing For Long Term Stationary Projects



1.) If a seperator is to be signed it shall be a min. of 6' wide The signs shall be erected in such a way that they also conform with the 7' min. clearance.

2.) Other types of operation may be able to use the standard tri-pod mount as long as there is a min of 1' from the bottom of the sign to the ground.

DUAL LEFTS



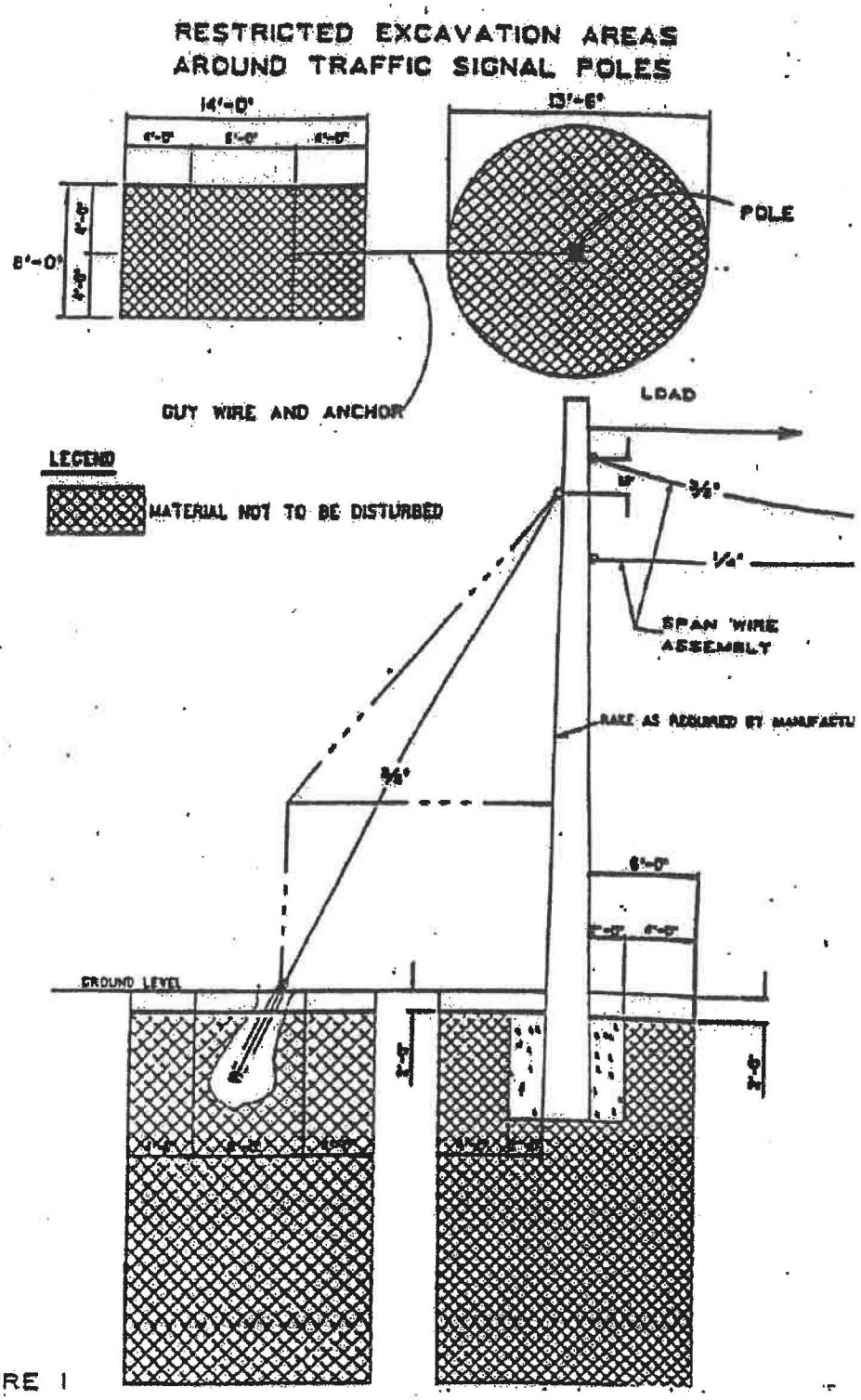


FIGURE 1

END OF SECTION

SECTION 300
PRIME AND TACK COATS FOR BASE COURSES

300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180°F. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

300-9 Method of Measurement DELETE AND SUBSTITUTE THE FOLLOWING:

No separate measurement shall be made for prime coat and tack coat material.

300-10 Basis of Payment DELETE AND SUBSTITUTE THE FOLLOWING:

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the work specified in this Section, it is incidental to, and is to be included in the other items of related work.

END OF SECTION

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SECTION 330A
HOT BITUMINOUS MIXTURES –
GENERAL CONSTRUCTION REQUIREMENTS

SECTION 330A IS ADDED TO THIS SPECIFICATION

330A-1 Description

This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements and bases. (More specific requirements pertaining to hot bituminous base and base widening construction are contained in Section 280.) This Section also includes the method of determination of the thickness of pavement to be paid for, when payment is on a square yard basis.

330A-2 Substitution of Types of Hot Bituminous Mixtures

Except for Asphaltic Concrete Friction Courses and other wearing surfaces, the Contractor will be allowed the option of substituting certain types of hot bituminous mixtures as follows:

(1) Type S-I Asphaltic Concrete may be substituted for any other type of mixture where the rate of application is specified to be not less than 75 lbs. per square yard.

(2) Type III Asphaltic Concrete may be substituted for Type n Asphaltic Concrete or Sand-Asphalt Hot Mix and Type II Asphaltic Concrete may be substituted for Sand-Asphalt Hot Mix.

In each case, the stability of the substituted mixture shall be at least as high as that of the mixture specified, and any substitution made shall be at no additional cost to the Department over that which would have accrued had the specified mixture been used.

330A-3 Limitations of Operations

330A-3.1 Weather Limitations

Plant operations shall not begin unless all weather conditions are suitable for the laying operations.

330A-3.2 Limitations of Laying Operations

330A-3.2.1 General

The mixture shall be spread only when the surface, upon which it is to be laid, has been previously prepared, is intact, firm and properly cured, and is dry. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours. Friction course shall not be placed until the adjacent shoulder area has been dressed and grassed.

330A-3.2.2 Temperature

The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40°F and above for layers greater than one inch (100 lbs. per square yard) in

thickness and 45°F and above for layers one inch (100 lbs. per square yard) or less in thickness (this includes leveling courses). No mixture shall be placed when there is evidence that the base is frozen.

330A-3.2.3 Wind

The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.

330A-4 Preparation of Asphalt Cement

The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350 degrees F and the transport tanks shall be equipped with sampling and temperature sensing devices meeting the requirements of 300-3.2 and 300-3.3, respectively. The asphalt cement in storage shall be maintained within a range of 230 degrees F to 350 degrees F in advance of mixing operations. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

330A-5 Preparation of Aggregates

330A-5.1 Stockpiles

Each aggregate component sba11 be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by a system of bulkheads. The intermingling of different materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Department Mix Designs.

330A-5.2 Prevention of Segregation

Stockpiles shall be formed and maintained in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate action has been taken to correct the problem.

330A-5.3 Blending of Aggregates

Blending or proportioning from railroad cars will not be permitted. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

330A-5.4 Cold Bins

330A-5.4.1 Adequacy of Bins

The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates. All the bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

330A-5.4.2 Gates

Each bin compartment sha11 be provided with a gate which is adjustable in a vertical direction. The gate shall be so designed that it can be held securely at any specified vertical opening. The gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

330A-5.5 Mineral Filler

If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

330A-5.6 Heating and Drying

The aggregates shall be heated and dried before screening. The temperature of the aggregates shall be so controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these specifications.

330A-5.7 Screening Unit

330A-5.7.1 Oversize Aggregate

Any oversized pieces of aggregate shall be removed by the use of a scalping screen. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

330A-5.7.2 Screening

Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes. A maximum of ten percent plus-ten material will be permitted in the minus-ten bin. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

330A-5.8 Mixing Different Materials

Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

330A-6 Preparation of the Mixture

330A-6.1 Batch Mixing

330A-6.1.1 Aggregates

The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

330A-6.1.2 Bitumen

The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates. Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

330A-6.1.3 Mixing Time

The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit. The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer and shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

330A-6.2 Continuous Mixing

The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate, feeding of the hot asphalt cement. The rate of flow of material to the pugmill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

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330A-6.3 Mixing Temperature

The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pugmill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 330AA-1.

Table 330A-1
Temperature Tolerance From
Job Mix Formula

Any Single Measurement	+/- 25°F
Average of Any Five Consecutive Measurements	+/- 15°F

Any load or portion of a load of asphalt mix at the plant or on the road with mix temperature exceeding 335°F shall be rejected for use on the project.

Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surfaces supporting the mixture. If a truck body already has a hole located in the general vicinity of the above specified location, this will be acceptable. At the Department's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.

The mix temperature will be taken at the plant and the roadway for each day for each design mix on the first five loads and an average of once every five loads thereafter. The temperature measurements at the plant shall be taken and recorded by the Contractor's personnel for review by the Department. The temperature measurements at the roadway will be taken by the Department's Paving Inspector and be recorded on the backside of the delivery ticket. If the temperature exceeds the specified tolerance, the Contractor will be required to take immediate corrective action.

330A-6.4 Maximum Period of Storage: The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

330A-6.5 Contractor's Responsibility for Mixture Requirements: The responsibility for producing a homogeneous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

330A-7 Transportation of the Mixture:
The mixture shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations. After the truck

bodies are coated and before any mixture is placed therein, they shall be raised to drain out all excess liquids. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

330A-8 Preparation of Application Surfaces

330A-8.1 Cleaning

Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming, where necessary.

330A-8.2 Patching and Leveling Courses

Where a surface course is constructed on an existing pavement or old base which is irregular, and wherever so indicated in the plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

330A-8.3 Application over Surface Treatment

Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the Contractor.

330A-8.4 Coating Surfaces of Contacting Structures

All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter, shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

330A-8.5 Tack Coat

330A-8.5.1 Tack Coal Required

A tack coat, as specified in Section 300, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

330A.8.5.2 Tack Coat at Engineer's Option

A tack coat will be required on the following surfaces, only when so directed by the Engineer:

(1) Freshly primed bases.

(2) Surface treatment.

330A-9 Placing Mixture

330A-9.1 Requirements Applicable to All Types

330A-9.1.1 Alignment of Edges

All asphaltic concrete mixtures (including leveling courses), other than adjacent to curb and gutter or other true edges, shall be laid by the stringline method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.

330AA-9.1.2 Temperature of Spreading

The temperature of the mix at the time of spreading shall be within +/-25°F of the established mix temperature selected by the Contractor. The minimum frequency for taking mix temperatures on the road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the Contractor will be required.

330A-9.1.3 Rain, and Surface Conditions

Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the roadway. Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation. Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.

330A-9.1.4 Speed of Spreader

The forward speed of the asphalt spreader shall be as established by the Engineer.

330A-9.1.5 Number of Crews Required

For each paving machine operated, the Contractor will be required to use a separate crew, each crew operating as a full unit. The Contractor's Certified Paving Technician in charge of the paving operations may be responsible for more than one crew but must be physically accessible to Project personnel at all times when mix is being placed.

330A-9.1.6 Checking Depth of Layer

The depth of each layer shall be checked at frequent intervals and adjustments shall be made when the thickness exceeds the allowable tolerance. When an adjustment is made, the paving machine shall be allowed to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

330A-9.1.7 Hand Spreading

In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.

330A-9.1.8 Straightedging and Back-patching

Straightedging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

330AA-9.2 Requirements Applicable to Courses Other Than Leveling

330A-9,2.1 Spreading and Finishing

Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off to the full width required and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, will be secured. An excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required.

330A-9.2.2 Thickness of Layers

Unless otherwise noted in the plans each course shall be constructed in layers of the thickness shown on Standard FDOT Index No. 513. Type S-III Asphaltic Concrete sball be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

330A-9.2.3 Laying Width

If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic. Where the road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

330A-9.2.4 Correcting Defects

Before any rolling is started the surface sball be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

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330A-9.3 Requirements Applicable Only to Leveling Courses

330A-9.3.1 Patching Depressions

Before any leveling course is spread, all depressions in the existing surface more than one-inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

330A-9.3.2 Spreading Leveling Courses

All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the plans. Other types of leveling devices may be used after they have been approved by the Engineer.

330A-9.3.3 Rate of Application

When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the rate of application may vary throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

330A-9.3.4 Placing Leveling Course over Existing Pavement

When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete. The remainder of the leveling course shall be placed in the normal sequence of operations.

330A-9.3.5 Removal of Excess 'Joint Material

Where a leveling course is to be placed over existing concrete pavement or bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

330A-10 Compacting Mixture

330A-10.1 Provisions Applicable to All Types

330A-10.1.1 Equipment and Sequence

For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.

The following equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175°F.

(1) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.

(2) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

(3) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175°F.

Once the Contractor has selected the equipment and established the rolling procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one-inch thick, overbuild course; of variable thicknesses (when the minimum thickness is less than one-inch) and open-graded friction courses, the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor wants to use other rollers, patterns or sequences than those specified, they may request approval from the Department. Approval may be granted for leveling and intermediate courses 1/2-inch and thicker and overbuild courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330AA-10.3 (Density Control- Nuclear Method), Table 330AA-2 and Table 330AA-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

330AA-10.1.2 Compaction at Crossovers, Intersections, etc.

When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

330A-10.1.3 Rolling Procedures

The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

330A-10.1.4 Speed of Rolling

Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

330A-10.1.5 Number of Pneumatic-tired Rollers Required

A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

330A-10.1.6 Compaction of Areas Inaccessible to Rollers

Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges; manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

330A-10.1.7 Rolling Patching and Leveling Courses

Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons. For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

330A-10.1.8 Correcting Defects

The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the

depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the Engineer. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

330A-10.1.9 Use of Traffic Roller on First Overbuild Course

A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

330A-10.1.10 Use of Traffic Roller on First Structural Layer Placed on a Milled Surface

A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

330A-10.2 Provisions Applicable to Shoulder Pavement Only

Shoulder pavements wider than three feet shall be compacted by the use of equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass.

Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other equipment that will effectively exert a compactive effort may be approved by the Engineer. The Contractor shall state what equipment and compactive effort (coverage) is proposed to be used. This must be approved by the Engineer before the Contractor starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling equipment, approved by the Engineer, which will not displace the previously constructed curb and gutter.

330A-10.3 Density Control

330A-10.3.1 Density Control Nuclear Method

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

330A-10.3.2 Control Strips

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The Engineer may require an additional control strip when he deems it necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Contractor may request a conformation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Contractor will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same paving and rolling equipment and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table 330AA-2, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

(a) The lab density shall be calculated to the nearest 0.01 percent and rounded to the nearest 0.1 percent.

In the event that a control strip meeting the requirements of Table 330AA-2 is not obtained, and this particular mix, layer, etc., is completed on the project, density shall be evaluated in accordance with FM 5-543 (Determining Density of Asphalt Pavement Layers When a Valid Control strip is not obtained).

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Table 330AA-2
Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

*X – Denotes that test is required.
** – Shall meet the straightedge requirements of 200-7.

330A-10.3.3 LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into LOTs. The standard size of a LOT shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial LOT occurs, then the LOT size will be redefined as follows: If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either six or seven sublot determinations. If the partial LOT contains three or four sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on the three or four sublot determinations.

For the standard size LOT (5,000 lineal feet), five density determinations - one for each sublot - will be made at random locations within the LOT. but not to be taken within one foot of any unsupported edge. The random locations will be determined by the use of statically derived random number tables furnished by the Department. These will also be used for partial LOTS, For the Contractor to receive full payment for density, the average density of a LOT will be a minimum of 98.0 percent of the control strip density. Once the average density of a LOT has been determined the Contractor will not be permitted to provide additional compaction to raise the average.

330A-10.3.4 Acceptance: The completed pavement will be accepted with respect to density on a LOT basis. Partial payment will be made for those LOT's that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

Table 330AA-3
Payment Schedule for Density

Percent of Control Strip Density*	Percent of Payment
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
**Less than 96.0	75

*In calculating the percent of control strip density, *do not round off* the final percentage.

**If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay, otherwise the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

330A-10.3.5 Density Requirements for Small Projects

For projects less than 1,000 linear feet in length and bridge projects with approaches less than 1,000 linear feet each side, the requirements for control strips and nuclear density determination will not apply. The Contractor will use the standard rolling procedures as specified in 330A-10. The provisions for partial payment do not apply to these small projects.

330A-11 Joints

330A-11.1 Transverse Joints

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

330A-11.2 Longitudinal Joints

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

330A-11.3 General: When fresh mixture is laid against the opposite edges of joints (trimmed or formed as provided above), it shall be placed in close contact with the exposed edge so that an even, well-compacted joint will be produced after rolling.

330A-12 Surface Requirements

330A-12.1 Contractor Responsibility

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a 15-foot rolling straightedge. A 15-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

330A-12.2 Texture of the Finished Surface of Paving Layers

The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, tom, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330A-12.4.

Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

330A-12.3 Acceptance Testing for Surface Tolerance

330A-12.3.1 General

Acceptance testing for surface tolerance will be applicable to pavement lanes and ramps, where the width is constant, and shall include all construction joints.

Intersections, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8 inch as determined by a 15-foot straightedge, and deemed by the Department to be objectionable, shall be corrected in accordance with 330A-12.4.

When the Department is ready to perform acceptance testing for surface tolerance, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the contract. The cost of this traffic control shall be included in the contract bid prices for the asphalt items.

The Contractor shall also provide a representative to be present during the entire operation of straightedging for acceptance purposes.

330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard IS-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing lit other locations within the lane being tested.

330A-12.3.3 Acceptance Criteria for Last Layer Prior to Friction Course

The Contractor shall furnish and operate an acceptable 15-foot rolling straightedge for testing of the last layer prior to the friction course as directed by the Engineer and supervised by project personnel. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330A-12.4 and retested as necessary prior to placement of the friction course. Where the final surface is not a friction course, acceptance criteria shall be in accordance with 330A-12.3.4.

330A-12.3.4 Acceptance Criteria for Final Surface or Friction Course

Upon completion of the final surface or friction course, district materials personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/l6th inch shall be corrected in accordance with 330A-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and corrective action would unnecessarily mar the appearance of the finished pavement.

Where the Engineer elects to waive correction and the finished pavement surface is a friction course, the pay quantity for Asphaltic Concrete Friction Course will be reduced by the amount of friction course which would have been removed and replaced if the correction had been made (100 ft. X lane width).

Where the Engineer elects to waive a correction and the finished pavement surface is other than a friction course, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of materials which would have been removed and replaced if the correction had been made.

(a) Where the pay quantity is in square yard, the reduction is based on the area which would have been removed (100 feet X lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.

(b) Where the pay quantity is in tons, the reduction is based on the volume which would have been removed (100 feet X lane width X layer thickness) multiplied by the laboratory density for the mix.

330A-12.4 Correcting Unacceptable Pavement

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330A-12.3.4:

(a) Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least SO feet on either side of the defective area, for the full width of the paving lane.

(b) Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of SO feet on either side of the defective area. The overlay shall extend full width of the roadway. Care shall be taken to maintain the specified cross slope. The mix used for the overlay may be adjusted as necessary for this purpose by the District Bituminous Engineer.

(c) Other Methods: For courses which will not be the final pavement surface, correction of minor straightedge deficiencies by methods other than specified above shall be approved by the District Bituminous Engineer.

The cost of all corrective work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

330A-13 Protection or Finished Surface

Sections of newly compacted asphaltic concrete which are to be covered by additional courses shall be kept clean until the successive course is laid.

No dumping of embankment or base material directly on the pavement will be permitted. Dressing of shoulders shall be completed before placement of the friction course on adjacent pavement.

Blade graders operating adjacent to the pavement during shoulder construction shall have a two-inch by eight-inch (or larger) board (or other attachment providing essentially the same results) attached to their blades in such manner that it extends below the blade edge, in order to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, sections of newly finished dense-graded friction course and the last structural layer prior to the friction course shall be protected from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when, in the opinion of the Engineer, maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

330A-14 Correcting Deficient Thickness

330A-14.1 Allowable Deficiencies

When the pavement is to be paid for on a square yard basis, the thickness shall be determined from the length of the co-borings, as specified in 330A-15.1. The maximum allowable deficiency from the specified thickness shall be as follows:

(1) For pavement of a specified thickness of 2 1/2 inches or more: 1/2 inch.

(2) For pavement of a specified thickness of less than 2 1/2 inches: 1/4 inch.

330A-14.2 Pavement Exceeding Allowable Deficiency in Thickness

330A-14.2.1 When Deficiency is Seriously in Excess

Where the deficiency in thickness is: (1) in excess of 3/8 inch, for pavement of less than 2 1/2 inches in specified thickness, or, (2) in excess of 3/4 inch, for pavement of specified thickness of 2 1/2 inches or more, the Contractor shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the Engineer) by overlaying as specified in 330A-14.2.3.

As an exception to the above, pavement outside the main roadway area (acceleration and deceleration lanes and crossovers) may be left in place, without compensation when 80 permitted by the Engineer, even though the thickness deficiency exceeds the tolerance specified above.

The Contractor will receive no compensation for any pavement removed, nor for the work of removing such pavement.

330A-14.2.2 When Deficiency is Not Seriously in Excess

When the deficiency in the thickness of the pavement is over 1/4 inch but not more than 3/8 inch, for pavement of specified thickness less than 2 1/2 inches; or when the deficiency in thickness is over 1/2 inch but not more than 3/4 inch, for pavement of specified thickness of 2 1/2 inches or greater; the Contractor will be allowed to leave such pavement in place, but without compensation. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated. All costs of the overlaying and compacting sha11 he borne by the Contractor.

330A-14.2.3 Correcting Deficiency by Adding New Surface Material

For any case of excess deficiency of the pavement, the Contractor will be permitted, if approved by the Engineer for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface. The area to f be corrected and the thickness of new material added shall be as specified in 330A-12.3.

All costs of the overlaying and compacting shall be borne by the Contractor.

330A-15 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement is to be Paid for by the Square Yard)

330A-15.1 Core Borings

When the Department is ready to core the finished asphalt construction for thickness as required for acceptance testing, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the contract. The cost of this traffic control shall be included in the contract bid prices for the asphalt items.

The Contractor shall provide a representative to be present during the entire coring operations for acceptance purposes.

The thickness of the pavement shall be determined from the length of cores, at least two inches in diameter, taken at random points on the cross section and along the roadway. Each core shall represent a section of roadway no longer than 200 feet regardless of the number of lanes. Thickness determinations for paved shoulders and widening shall be separate from the mainline roadway and shall represent a section no longer than 400 feet for each shoulder or- widening. The average thickness shall be determined from the measured thicknesses, and in accordance with the procedure and criteria specified herein.

If the Contractor believes that the number of cores taken by the Department is insufficient to properly indicate the thickness of the pavement, he may request the Department to make additional borings at locations designated by him. The cost of these additional borings shall be deducted from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

330A - 15.2 Criteria for Calculations DELETE AND SUBSTITUTE THE FOLLOWING:

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient thickness - pavement which is left in place with no compensation (as specified in 330A-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

END OF SECTION

SECTION 331
TYPE S ASPHALTIC CONCRETE

SECTION 331 IS ADDED TO THIS SPECIFICATION

331-1 Description

This Section specifies the materials, the composition, and physical test properties for Type S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified by the contract or when offered as alternates. The composition, and physical test properties for all mixes, including Type S Asphaltic Concrete (S-I, S-II and S-III) are shown in the following Table 331-1 and Table 331-2.

Where Type S Asphaltic Concrete is specified in the contract, if approved by the Engineer, the Contractor may also select Type S-III Asphaltic Concrete as an alternate for the final surface (no friction course specified) and as the final layer of structural course only, prior to the friction course. Type S-II Asphaltic Concrete will not be permitted as the final layer prior to the friction course. Requirements for plant and equipment shall be as specified in Section 320. General construction requirements shall be as specified in Section 330A.

Table 331-1

Percent By Weight Total Aggregate Passing Sieves*

Type	3/4	½	3/8	No.4	No. 10	No. 40	No. 80	No. 200
S-I	100	88-100	75-93	47-75	31-53	19-35	7-21	2-6
S-II**	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III		100	88-100	60-90	40-70	20-45	10-30	2-12
Type II		100	90-100	80-100	55-90			2-10
Type III		100	80-100	65-100	40-75	20-45	10-30	0-12
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			2-10
ABC-3***	70-100			30-70	20-60	10-40		2-8
FC-1		100			55-85			2-5
FC-2****		100	85-100	10-40	4-12			2-6
FC-4		100			75-90			2-6

*In inches, except where otherwise indicated. Number sieves are U.S. Standard sieve series.
**100% passing 1 1/4-inch sieve and 94-100% passing I-inch sieve.
***100% passing 1 1/2-inch sieve.
****The design range for the No. 10 sieve may be increased for lightweight aggregates.

Table 331-2
Marshall Design Properties for
Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow* (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)
S-I	1500	8-14	14	3-5	5.0
S-II	1500	8-14	13	3-5	5.0
S- III	1500	8-14	15	3-7	5.5
Type II	500-750	7-16	18	5-16	6.0
Type III	750-1000	7-16	15	5-12	5.5
SAHM	300-500	7-16	15	5-16	6.0
ABC-1	500	7-16	15	5-16	6.0
ABC-2	750	7-16	15	5-14	5.5
ABC-3	1000	8-14	14	3-7	5.0
FC-1	500	7-14	15	8-14	5.5
FC-2	-	-	-	-	-
FC-4	500	7-14	15	12-16	5.0

*The maximum Flow for the mix design shall be one point less than shown in the Table. The maximum Flow values shown apply only during production.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture produced at the plant and as stipulated in 330A-10 and 330A-12 for the material placed on the roadway.

331-2 Materials

331-2.1 General Specifications

The materials used shall conform with the requirements specified in Division III. Specific references are as follows:

(1) Asphalt Cement Viscosity Grade AC-30	916-1
(2) Mineral Filler	917-1 and 917-2
(3) Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901*
(4) Fine Aggregate	Section 902

*Gravel for use in asphalt concrete mixtures shall be crushed. In addition, the asphalt concrete mixtures containing crushed gravel as the course aggregate component must show no potential for stripping during laboratory testing, before approval of the mix design.

Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

All materials shipped to the asphalt plant will be sampled at their destination.

331-2.2 Specific Requirements

331-2.2.1 Condition of Aggregate

The aggregate shall be clean and shall contain no deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

331-2.2.2 Fine Aggregate and Mineral Filler

In laboratory tests, and for the purpose of proportioning the paving mixture, all material passing the No. 10 sieve and retained on the No. 200 sieve, shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

331-2.2.3 Screenings

Any screenings used in the combination of aggregates shall contain not more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18 percent of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15 percent material passing the No.200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture subject to the following:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.

2. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for Asphalt Base Courses nor more than 35 percent by weight of total aggregates for Structural and Leveling Courses, Reclaimed asphalt pavement shall not be used in Friction Courses.

3. A 3 ½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of openings shall be reduced.

4. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.

331-2.2.5 Recycling Agents

When reclaimed asphalt pavement is approved for use as a component material, a recycling agent meeting the requirements specified in 916A-2 shall be used in the mix.

331-3 Permissible Variation for the Coarse Aggregate

The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined

in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-4 General Composition of Mixture

331-4.1 General

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Not more than 20 percent by weight of the total aggregate used shall be silica sand or local materials as defined in Section 902. The silica sand and local materials contained in any reclaimed asphalt pavement material, if used in the mix, shall be considered in this limitation. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved mix design.
Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements

In all cases, the job mix formula shall be within the design ranges specified in Table 331-1.

331-4.3 Mix Design

331-4.3.1 General

Prior to the production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Engineer at least two weeks before the scheduled start of production. The following information shall be furnished:

1. The specific project on which the mixture will be used.

2. The source and description of the materials to be used.

3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The laboratory density of the asphalt mixture, for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will conform to all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

In lieu of the above, when reclaimed asphalt pavement is approved for use as a component material, the Contractor shall submit to the Engineer at least two weeks before the scheduled start of production in writing a proposed mix design and samples of all material components.
The following information shall be furnished with the proposed mix design for mixes containing reclaimed asphalt pavement:

1. The specific project on which the mixture will be used.

2. The source and description of the materials to be used.

3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single temperature at which the mixture is intended to be discharged from the plant.

6. The name of the individual responsible for the Quality Control of the mixture during production.

331-4.3.2 Revision of Mix Design

The approved mix design shall remain in effect until a change is authorized by the Engineer. A new design will be required for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow

The submitted mix design shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T245. Further, the bulk specific gravity of the laboratory compacted bituminous mixture shall be determined in accordance with FM T-T166.

The percent of unfilled voids and the percent of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM 1-T-209.

331-4.4 Contractor's Quality Control

331-4.4.1 Personnel DELETE IN ITS ENTIRETY

331-4.4.2 Extraction Gradation Analysis

The bituminous mixture will be sampled at the plant in accordance with FM 1-T168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent

passing the standard sieves will be determined in accordance with FM 5-545. All test results will be shown to the nearest 0.01. All calculations will be carried to the 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

The Contractor will run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. The quality control sample of mixture for the extraction gradation analysis will be taken each day as soon as the plant operations have stabilized and the results will be obtained in a timely manner so that adjustments can be made if necessary.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, the test will be run when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content shall be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55 percent, or the percentage passing any sieve falls outside the limits shown in Table 331-3, the Contractor will make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55 percent, or exceeds the limits as shown in Table 331-3 for any sieve, the plant operation shall be stopped until the problem has been corrected.

The Contractor will maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests
(Extraction Gradation Analysis)

Sieve Size	Percent Passing
1”	
7.0	
3/4”	7.0
1/2”	7.0
3/8”	7.0
No. 4	7.0
No. 10	5.5
No. 40*	4.5
No. 80*	3.0
No. 200	2.0

*Does not apply to SAHM, ABC-1 or Type II.

331-4.4.3 Plant Calibration

At or before the start of mix production, a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants will be wash graded to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify

calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first days' production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing Reclaimed Asphalt Pavement

When reclaimed asphalt pavement is a component material, the viscosity of the asphalt material in the bituminous mixture, determined in accordance with FM 1-T202, shall be 6000 +/- 2000 poises. This determination shall be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2000 tons of mix.
If the viscosity is determined to be out of the specified tolerance, the Contractor shall adjust the recycling agent formulation or blend of reclaimed asphalt material used in the mixture to bring the viscosity within tolerance.

331-5 Acceptance of The Mixture
(For This Article, the Term "LOT" Applies to Department Projects)

331-5.1 General

The bituminous mixture will be accepted at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 6-4 and the following requirements. However, any load or loads of mixture which, in the opinion of the opinion of the Engineer, are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the work.

A standard size LOT at the asphalt plant shall consist of 4000 tons with four equal sublots of 1000 tons each.

A partial LOT may occur due to the following:

(1) The completion of a given mix type on a project.

(2) an approved LOT termination by the Engineer due to a change in process, extended delay in production, or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either five or six sublot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3000 tons, the partial LOT will be evaluated for the appropriate number of sublots from n = 1 to n = 3. When the total quantity of any mix type is less than 500 tons, the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the LOT(s) at the asphalt plant will carry over from project to project.

331-5.2 Acceptance Procedures

The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and percent passing the No.4, 10, 40 and 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-5.

Table 331-5
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	+/-0.55%
Asphalt Content (Printout)	+/-0.15%
Passing No. 4 Sieve	+/-7.00%
Passing No. 10 Sieve	+/-5.50%
Passing No. 40 Sieve**	+/-4.50%
Passing No. 200 Sieve	+/-2.00%

*Tolerances for sample size of n = 1. See Table 331-6 for other sample sizes n=2 through n=6.
**Applies only to Type S-I, S-II, S-III, FC-1 and FC-4.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each LOT. One random sample shall be taken from each sublot. The bituminous mixture will be sampled at the plant in accordance with FM 1-T 168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the No.4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 5-545.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No.4, No. 10, No. 40 and No. 200) shall be shown to the nearest 0.01. Calculations for arithmetic averages shall be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

When the Contractor or Producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be handled as follows:

The samples of mix taken for acceptance tests on asphalt content must be taken before the mix is placed into the storage bin. Samples of mix for acceptance tests on gradation shall be taken after the mix has been removed from the storage bin.

Payment will be made on the basis of Table 331-6 Acceptance Schedule of Payment. The process will be considered out of control when any individual test result from a LOT exceeds the 90 percent pay factor limit for the values in the "one test" column of Table 331-6. When this happens, the LOT will be automatically terminated and the percent of payment will be determined from Table 331-6.

Table 331-6
Acceptance Schedule of Payment - (Asphalt Plant Mix Characteristics)
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design

Pay Factor	1-Test	2-Tests	3- Tests	4-Tests	5- Tests	6-Tests
			Asphalt Cement Content (Extraction)			
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	Over 0.75	Over 0.57	Over 0.50	Over 0.45	Over 0.42	Over 0.39
			Asphalt Cement Content (Printout)			
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35
			No. 4 Sieve **			
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	Over 10.00	Over 7.36	Over 6.20	Over 5.50	Over 5.02	Over 4.67
			No. 10 Sieve **			
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90.	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	Over 8.50	Over 6.45	Over 5.54	Over 5.00	Over 4.63	Over 4.36
			No. 40 Sieve **			
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.3	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	Over 7.50	Over 6.04	Over 5.39	Over 5.00	Over 4.74	Over 4.54
			No. 200 Sieve **			
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	Over 2.80	Over 2.27	Over 2.04	Over 1.90	Over 1.80	Over 1.73

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contactor may, accept the indicated partial pay. Otherwise, the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

Notes:

(1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-1 and FC-4.

(2) Deviations are absolute values with no plus or minus signs.

331-5.3 Automatic Batch Plant with Printout

Acceptance determinations asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No.4, No. 10, No. 40 and No. 2(0) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-6.

331-5.4 Acceptance on the Roadway

The bituminous mixture will be accepted on the roadway with respect to compacted density and surface tolerance in accordance with the applicable requirements of 330A-10 and 330A-12.

331-5.5 Additional Tests

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control. The Department will determine the Marshall properties, a minimum of one set per LOT, to determine whether or not the Contractor is meeting the specification requirements. Specimens will be prepared at the plant and transported to the District or Central Lab where they will be tested in accordance with FM 5-511 for Marshall stability and flow, FM 1- T 209 for maximum specific gravity, and FM 1-T166 for density. When the average value of the specimens fails to meet specification requirements for stability or flow, or the air void content is below 3.0 percent (for structural mixes only), the Contractor's plant operations may be stopped until all specification requirements can be met or until another mix design has been approved (any revisions to a mix design shall be made in accordance with 331-4.3.2). When it is determined necessary to cease operations while the problem is being resolved, the approval of the Engineer will be required before resuming production of the mix. At this time the Marshall properties must be verified,

331-6 Compensation

331-6.1 Items for Which Payment Will Be Made

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330A), payment will be made for the area of the pavement, in square yards (after adjustment to the equivalent area of specified-thickness pavement), or, when so shown, the weight of the mixture, in tons.

331-6.2 Area of Pavement for Which Payment Will Be Made

When the pavement is to be paid for on an area basis, the area to be paid for shall be field measured quantity, omitting any areas not allowed for payment under the provisions of 9-3.2, omitting any areas not allowed for payment under 330A-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the plans.

331-6.3 Payment by Weight of Mixture

Where the pavement is to be paid for by weight, the weight shall be determined as provided in 320-2 (including the provisions for the automatic recordation system).

331-6.4 Bituminous Material DELETE IN ITS ENTIRETY

331-6.5 Work Included in Payment Items

The contract unit price per ton or per square yard, as applicable, shall be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330A).

Payment shall be made under:

Item No. 331-2 – Type S Asphaltic Concrete – per ton.
Item No. 331-72 – Type S Asphaltic Concrete – per square yard.

END OF SECTION

SECTION 333
HIGH FRICTION SURFACE TREATMENT

333-1 Description.
This work consists of furnishing and applying a high friction surface treatment (HFST) in accordance with this Section and in conformity with the lines and details shown in the Plans.
The Contractor shall be responsible for providing a manufacturer's representative at the construction site in order to train Department, Construction, Engineering & Inspection (CEI), and Contractor personnel prior to surface treatment and shall require the manufacturer's representative to be available during application of the surface treatment as necessary.

333-2 Materials.
333-2.1 General: Use a two part polymer resin binder treatment capable of retaining abauxite aggregate topping under vehicular traffic conditions.

333-2.2 Polymer Binder: The polymer resin binder shall consist of a thermosettingmodified polymer compound and shall meet the following requirements:

Table 333-1 Polymer Resin Binder Requirements		
Property	**Requirement**	**Test Method**
Viscosity	7 – 30 poises	ASTM D-2556
Gel Time	10 minutes min.	ASTM C-881 (60 gram mass)
Ultimate Tensile Strength	2,000 – 5,000 psi	ASTM D-638 (Type 1 Specimen)
Elongation at break point	30 – 70%	ASTM D-638 (Type 1 Specimen)
Durometer Hardness (shore D)	60 - 80	ASTM D-2240
Compressive Strength	1,000 psi min 3 hours, 5,000 psi min at 7 days	ASTM C-579
Cure Rate (dry time)	3 hours max	ASTM D-1640
Water Absorption	1.0% max	ASTM D-570
Adhesive Strength at 24 hrs	250 psi min or 100% substrate failure	ASTM C-1583

333-2.3 Aggregate: The aggregate shall be a calcined bauxite consisting of a 1-3mmgradation. The aggregate shall be clean, dry, and free from foreign matter. The aggregate will be delivered to the construction site in packaging that is clearly labeled; which protects the aggregate from any contaminates on the jobsite and from exposure to rain or other moisture. The aggregate shall meet the following requirements:

Table 333-2 Aggregate Requirements			
Property	**Requirement**	**Test Methods**	
Aggregate Abrasion Value	20% max	AASHTO T-96	
Aggregate Grading	No. 4 Sieve Size	100% min Passing	AASHTO T-27
No. 6 Sieve Size	95% min Passing	AASHTO T-27	
No. 16 Sieve Size	5% max Passing	AASHTO T-27	
Moisture Content	0.2% max	AASHTO T-255	
Aluminum Oxide	86% min	ASTM C-25	

333-2.4 Certified Test Results: Provide to the Engineer, certified copies of complete test results from the producers documenting that the polymer resin binder meets the requirements of Table 333-1 and that the aggregate meets the requirements of Table 333-2.The test results shall be within 12 months of project letting date and must be representative of the material used on the project and must document source of origin.

333-3 Vendor Qualification.

The HFST vendor shall provide a list of similar projects on which a minimum of 3,000 square yards of high friction surface treatment has been placed within the past three years from the date of the submittal of bid. Provide the owners contact information and project locations. Include documentation that indicates the in-place friction characteristics of these projects met a minimum FN40R of 65 when tested in accordance with AASHTO T-242.

333-4 Quality Control Plan.

The vendor shall submit an HFST Quality Control Plan (QCP) and provide a copy to the State Materials Office (SMO) for approval at least 30 days prior to placement of HFST. The QCP shall contain a minimum:

1. Schedule for the trial HFST work and the production HFST work.
2. Description of equipment for placing HFST.
3. Method of application for measuring, mixing, placing, and finishing HFST.
4. Method for protecting areas not to receive HFST.
5. Description of acceptable environmental conditions for placing HFST.
6. Cure time and time to bear traffic estimates for HFST.
7. Storage and handling of HFST components.
8. Disposal and recycling of excess HFST and containers.
9. Contingency plan for possible failure during the HFST application.
10. Name of the certified independent testing laboratory.
11. Key personnel and contact information.
12. All project certifications and test results.

The QCP shall designate a QC Manager who shall have full authority to institute any action necessary for the successful operation of the plan.

333-5 Application.

333-5.1 General: Do not apply the two part polymer resin binder on a wet surface, when the ambient or surface temperature is below or above the manufacturer's recommendation, or when the anticipated weather conditions would prevent the proper application of the surface treatment as determined by the manufacturer's representative.

333-5.2 Test Strip. Complete a trial test strip prior to starting HFST production work. Surface preparation on the rest of the project may be completed prior to the test strip or during the cure time.

The trial HFST shall:

1. Be at least 20 feet long and equal to the production width.
2. Be constructed using the same equipment as the production work.
3. Replicate field conditions, including ambient and surface temperatures, anticipated for the production work.
4. Demonstrate surface preparation requirements.
5. Document the settings on the applicator equipment, initial quantities of resin and aggregate, and unused quantities of resin and aggregate remaining in the applicator equipment after applying the HFST.
6. On a small area, verify the polymer resin binder film thickness using a wet film thickness gauge prior to aggregate placement.
7. Determine the initial set time for polymer resin binder in HFST.
8. Have temporary or permanent pavement markers and delineation in place when lanes are open to public traffic.
9. Determine that work can be completed within allowable lane closure times.

Remove and dispose of the HFST test strip if quality is unacceptable. No payment will be made for disposed material. Do not begin HFST production until successful completion of

the trial HFST and authorization is provided by the Engineer. The test strip requirement may be waived by the Engineer.

333-5.3 Preparation: Surfaces shall be clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the polymer resin binder material and existing surfaces. For applications on new pavements, install the HFST a minimum of 30 days after the placement of the underlying and adjacent asphalt pavement.
Clean asphalt pavement surfaces using a mechanical sweeper to remove dirt, loose aggregate, debris, and deleterious material.

Clean concrete pavement surfaces by shot blasting to remove all curing compounds, loosely bonded mortar, surface carbonation, and deleterious material. The final surface must have, at minimum, the texture of Concrete Surface Profile (CSP) 5 as specified by the International Concrete Repair Institute (ICRI). The texture should not go above CSP 7. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air. Maintain the air lance perpendicular to the surface and the tip of the air lance within 12 inches of the surface.

Utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location shall be protected against the application of the surface treatment materials. Cover and protect all existing pavements and pavement markings that are adjacent to the application surfaces as directed by the Engineer. Pavement markings that conflict with the surface application shall be removed by grinding, or by other methods approved by the Engineer, and the surface shall be swept clean prior to the polymer binder application.

Pre-treat asphalt joints and cracks greater than 1/4 inch in width and depth with the mixed polymer specified herein. Once the polymer in the pre-treated areas has gelled, the high friction polymer binder and aggregate topping installation may proceed.

The top layer of flexible pavement should be milled and inlaid prior to HFST application in the following conditions: cracking covering 6% or more of the surface; widespread rutting of 0.25 inches or greater; raveling; or bleeding surface. On concrete, slab repair or replacement is required for any single slab with moderate or severe distress (specifically transverse cracking, longitudinal cracking, spalling, or corner cracking) or a shattered slab in more than three pieces.

333-5.4 Automated Mixing and Application: Apply HFST with a continuous automated method using an applicator vehicle. The applicator vehicle shall mechanically mix, meter, monitor, and apply the binder resin system and have the capability to spread the high friction aggregate a minimum of 12 feet wide in one uniform and continuous pass. If recommended by the manufacturer, metering pumps shall be heated.

The applicator vehicle must have continuous pumping and proportioning devices that blend the binder components within a controlled system and can blend and mix per the manufacturer's specification (plus or minus 2% by volume). The polymer resin binder must be continuously applied once blended. The applicator vehicle must be capable of applying the minimum polymer resin binder spread rate.

Dense-graded asphalt and rigid pavement surfaces will require one course layer of HFST following the application rates in Table 333-3. Open-graded asphalt surfaces are required to be milled and overlaid with dense grade asphalt prior to HFST application. All HFST layers must be constructed to a minimum of the drivable lane width or as directed by the Engineer. When the lane width exceeds the capability of the vendor's machine and the machine has to make two runs to cover the whole lane width, verifying the following for daily acceptance:

1. Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
2. For longitudinal joint construction, there will be no opening or gap between adjacent passes and should not be constructed within a vehicle wheel path.
3. Construction joints have no more than 1/4 inch (6 mm) difference in elevation across the joint as measured with a 6 foot (2 m) straightedge.

Table 333-3 Application Rate	
Polymer Resin Binder Application Rate	High Friction Aggregate Application Rate
50-65 mils (25 to 32 sf/gal)	12 to 15 lbs/sy

333-5.5 Manual Mixing and Application: Manual mixing and application are only allowed for areas that are less than 200 square yards or upon approval by the Engineer where truck mounted application machines are not applicable to the specified locations because of construction constraints. Hand-mix the polymer resin binder in accordance with the manufacturer's recommendations. Uniformly spread the binder using serrated edge squeegees, and within five minutes broadcast the aggregate until refusal. All other conditions apply.

333-5.6 Curing: Allow each course of the HFST to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured. After the initial cure, the inspector may perform a visual inspection to verify that the polymer resin binder has cured properly and that there are no uncured spots. HFST that does not cure properly is subject to removal at the Contractor's expense.

Before opening to traffic, remove the excess aggregate by mechanical sweeping or vacuum sweeping. Excess aggregate that can be reused shall be reclaimed by a vacuum sweeper. The recovered aggregate must be clean, uncontaminated, and dry, as approved by the Engineer.

Aggregate shedding after construction shall require additional sweeping or vacuuming on the shoulders as needed to remove excess aggregate, but not more than two weeks after final HFST placement.

Restripe the pavement surface and reinstall pavement markers as directed in the contract documents after the HFST has been completed and approved by the Engineer. Temporary striping may be necessary as described by the contract documents or as directed by the Engineer.

333-6 Warranty and Friction Acceptance Testing.

All HFST applications require a minimum one year warranty from latent surface defects. Threshold values and associated remedial work are specified in Table 333-4.

Within 90 days after construction of the HFST, the Department will measure the friction characteristics in accordance with AASHTO T242. The friction tests are needed prior to final

acceptance. The minimum acceptable friction number (FN40R) is 65 or the Contractor must remove and replace all materials at no additional expense to the Department. The Department also reserves the right to measure the friction characteristics of the HFST at any time during the warranty period.

Table 333-4
Warranty Criteria

Type of Distress	Type of Survey	Threshold Values for HFST Application Area	Remedial Work
Surface Cracking[1]	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Remove and replace the distressed areas HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey[2]
Raveling and/or Delamination[3]	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey[4]
Soft Spots /Bleeding[5]	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey[4]

(1) Severity of Cracking Class IB or greater.
(2) Remedial Work for surface cracking: The Contractor must perform all corrective work to the satisfaction of the Engineer.
(3) Raveling and/or Delamination: Loss of cover aggregate or lack of HFST mix on the surface.
(4) At the time of final survey, repaired areas must be performing to the satisfaction of the Engineer.
(5) Soft Spots is caused by uncured or polymer binder and bleeding is due to excess binder. The soft spots can be detected and verified by using a small scraper knife to shovel off the material.

333-7 Method of Measurement.
The quantities to be paid for will be the plan quantity, in square yards, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

333-8 Basis of Payment.
Price and payment will be full compensation for all work specified in this Section.
Payment will be made under:
Item No. 908-333-1 High Friction Surface Course – per square yard.

END OF SECTION

SECTION 333A
TYPE III ASPHALTIC CONCRETE

ADD SECTION 333 TO THIS SPECIFICATION

333A-1 Description

The work specified in this Section consists of the construction of an asphaltic concrete pavement course, composed of a mixture of stone or slag screenings with silica sand and asphalt cement, and mineral filler if needed.

All requirements of Section 320 for plant and equipment and of Section 330A for general construction requirements shall apply to this work.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture accepted at the plant and as stipulated in 330A-10 and 330A-12 for the material accepted on the roadway.

333A-2 Materials

333A-2.1 Bituminous Material

The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements called for in 916-1.

333A-2.2 Aggregate

The aggregate shall consist of stone or slag screening or a combination of stone or slag screenings with silica sand, and shall meet the gradation requirements and provide the required stability of the mix, as Specified below. Screenings shall be produced from stone or slag conforming with the requirements of Section 901. The sand shall meet the requirements of 332-2.2.3. Aggregate containing any appreciable amount of phosphate shall not be used.

333A-2.3 Mineral Filler

Mineral filler, if needed, shall conform with the requirements of Section 917.

333A-3 General Composition of Mixture

333A-3.1 General

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine, or mixtures thereof), mineral filler if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula.

Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates subject to all applicable specification requirements being met. If use of reclaimed asphalt pavement is approved a recycling agent meeting the requirements of 331-2.2.5 may be used in the mix in lieu of asphalt cement.

333A-3.2 Grading Requirements

The job mix formula, as established by the Contractor and approved by the Department, shall be within the design range specified in Table 331-1.

333A-3.3 Proportions of Sand and Screenings

Not more than 25 percent by weight of the total aggregate used shall be local sand. In addition to the local sand, a portion not to exceed 15 percent by weight of the total aggregate may be commercial washed sand. The commercial washed sand shall be supplied by an approved source having a FDOT sand mine number and conform with the requirements of Section 902 except those in 902-2.2.

The sand portion of any reclaimed asphalt pavement material if used in the mixture shall be considered as local sand.

333A-3.4 Stability

The constituents of the mixture shall be combined in such proportions as to produce a mixture having Marshall properties within the limits shown in Table 331-2.

333A-3.5 Screening

When tested at the cold elevator in the combination to be used, the aggregate shall contain no more than 10 percent, by weight, of material passing the No. 200 sieve. Any screenings used in the combination of aggregate shall not contain more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screenings component of the aggregate, any component of such screenings may contain up to 18 percent of material passing the No. 200

sieve. Screenings may be washed to meet these requirements and shall be free from lumps and foreign matter.

333A-4 Formula for Job Mix

The job mix formula shall conform to the requirements of 331-4.3. In addition to these requirements, the job mix formula shall include test data showing that the material as produced will meet the requirements of Table 331-2.

333A-5 Contractor's Quality Control

The Contractor shall provide the necessary control of the bituminous mixture and construction in accordance with the applicable provisions of 6-8.4 and 331-4.4. After the job mix formula is approved, the Contractor shall furnish the material not only within the limits of the design range, but in addition, shall meet the approved Job mix formula within the acceptance ranges shown in the approved design mix. The extraction gradation analysis shall comply with provisions of 331-4.4.2 and Table 331-3. Plant calibration shall comply with the provisions of 331-4.4.3 and Table 331-3.

333A-6 Acceptance of Mixture

333A-6.1 Acceptance at the Plant

The bituminous mixture will be accepted at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-5.

333A-6.2 Acceptance on the Roadway

The bituminous mixture will be accepted on the roadway with respect to compacted density and surface tolerance in accordance with the applicable provisions of 330A-10 and 330A-12.

333A-6.3 Additional Tests

The provisions of 331-5.5 apply to Type III Asphaltic Concrete.

333A-7 Measurement and Payment

The work specified in this Section shall be measured and paid for as specified for Type S-I Asphaltic Concrete under the applicable provisions of 331-6.

Payment will be made under:

Item No. 333A-1 – Type III Asphaltic Concrete – per square yard.
Item No. 333A-2 – Type III Asphaltic Concrete – per ton.

END OF SECTION

SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description

334-1.1 General

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd^2) = t x G_{mm} x 43.3

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception,

amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

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334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	**Asphalt Binder Grade**
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken.

Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	N_{design} Number of Gyrations
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

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. Once the rain has stopped and water has been removed from the tacked surface to

the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints

334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers

Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6-inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation

and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General

Price and payment will be full compensation for all the work specified under this Section.

END OF SECTION

SECTION 800
SPECIAL CONDITIONS – ASBESTOS – PROCEDURES FOR DEMOLITION OF STRUCTURES – ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the plans. The following are special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing materials (ACM)
2. Removal of specified ACM, and
3. An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the County has surveyed the structure(s) in this bid/work order for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this work is attached to this bid/work order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the County department overseeing this bid/work order, or the County's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and
2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the County department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORGINAL TO:

Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:

PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the County department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the County's Project Manager or Loss Control.

SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;

3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;

4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and

5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the substructure with presumed or confirmed Category I ACM. Written permission from Palm Beach County to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

GENERAL PROVISIONS

FLEXIBLE-PAVEMENT MATERIALS
(INCLUDING MATERIALS FOR STABILIZING)

SECTION 911A
BASEROCK* MATERIAL FOR BASE COURSES

ADD SECTION 911A TO THE 2010 SPECIFICATION

911A-1 General

This Section governs baserock materials to be used on construction of base courses.

911A-2 Furnishing of Material

Except as might be specifically shown otherwise, all baserock material and the sources thereof shall be furnished by the Contractor. Approval of mineral aggregate sources shall be in accordance with 6-3.3. Any baserock material occurring in State furnished borrow areas shall not be used by the Contractor in constructing the base, unless permitted by the plans or the other contract documents.

911A-3 Composition

Baserock materials to be used for base courses and stabilized bases shall be crushed from naturally occurring sedimentary deposits of calcareous rocks. The maximum percentage of water-sensitive clay mineral shall be 3.

911A-4 Liquid Limit and Placidity Requirements

The liquid limit shall not exceed 35 and the material shall be non-plastic.

911A-5 Mechanical Requirements

Baserock material shall meet the following requirements:

911A-5.1 Deleterious Material

Baserock material shall not contain cherty or other extremely hardieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding of the bituminous prime coat with the base, finishing, or strength of the base, or cause distortion of the base under construction traffic.

911A-5.2 Gradation

Passing 3 ½ inch sieve	97% (max. size 6 inches)
Passing No. 4 sieve	70% maximum
Passing No. 200 sieve (dry weight)	20% (by washing)

All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

The Structural Layer Coefficient for Baserock Material accepted under this provision shall be 0.18 as determined by FDOT. If the material does not have a record of past performance, the coefficient shall be determined in accordance with FDOT's procedure "Structural Layer Coefficients for Flexible Pavement Materials" (Topic No. 675-000-004-a). The producer shall arrange and be responsible for any costs associated with construction of the full-scaled test road.

911A-6 Limerock Bearing Ratio (LBR) Requirements

Baserock material use in construction of base courses shall have an average LBR value of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

911A-7 Method of Measurement

911A-7.1 General

The Calculation for Baserock to be paid for under this Section shall be the area in square yards of Baserock, completed and accepted with the length to be used in the calculation being the actual length measured along the surface of the base and the width of the wearing surface as called for on the plans even though the base shall extend beyond the limits of the wearing surface, as specified on the Plans. The thickness to be paid shall be as shown on the Typical Section in the plans.

911A-8 Basis of Payment

The quantity of Baserock, determined as provided above, shall be paid for at the contract unit price per square yard for Baserock, completed and accepted which price and payment shall be full compensation for furnishing, hauling and placing all materials, and for correcting all defective surface and deficient thickness.

*Note: Baserock in this specification denotes any material previously classified by the County as limerock, cemented coquina, or shell rock.

END OF SECTION

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DRIVEWAY CONSTRUCTION RELEASE

The contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner where driveway construction is required.

The contractor shall be responsible for all coordination with the property owners for this construction. The contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the plans and the specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the engineer in contacting and coordinating with property owners of parcels bordering this roadway, as directed by the Engineer.

2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking.

3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the engineer. The selection is subject to existing site conditions and compatibility to existing driveways.

4. The driveway construction shall consist of 6" concrete on a compacted subgrade or Type S-1 asphaltic concrete surface course on a 6" base, as directed by the engineer, to match the existing driveway.

5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.

6. During driveway construction, temporary access and parking may be provided.

7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other work that may be required to complete driveway construction.

RIGHT OF ENTRY AND RELEASE AGREEMENT FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT
PROJECT NO.: 2018051
PROPERTY ADDRESS: _____
PROPERTY OWNER: _____
CONTRACTOR: _____

THIS AGREEMENT entered into this _____ day of _____, 20___, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its contractor and _____ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing Milling and Resurfacing and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

_____	_____
WITNESS (signature)	OWNER/AGENT (signature)
_____	_____
WITNESS (printed name)	OWNER/AGENT (printed name)

PERMITS

THE CONTRACTOR IS ADVISED THAT THE FOLLOWING PAGES ARE COPIES OF THE APPLICABLE PERMITS FOR THIS PROJECT.

ALL GENERAL AND SPECIAL CONDITIONS REQUIRED BY SPECIFIC PERMIT(S) SHALL BE EXECUTED ACCORDINGLY AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH SAID CONDITIONS.

ANY PERMITS REQUIRING "AS-BUILT" INFORMATION AND/OR CERTIFICATION SHALL BE PREPARED BY A PROFESSIONAL ENGINEER OR LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR IS RESPONSIBLE FOR ASSURING THE COMPLETION OF APPROPRIATE CONSTRUCTION CERTIFICATIONS, AND SUBMITTAL OF THE CONSTRUCTION COMPLETION CERTIFICATIONS TO PERMITTING AGENCIES AS REQUIRED BY EACH PERMIT INCLUDED IN THE PER SECTION OF THESE DOCUMENTS.

ALL COSTS ASSOCIATED WITH MEETING SAID REQUIREMENTS, IF NOT INCLUDED IN A BID ITEM, SHALL BE INCIDENTAL TO THE PROJECT AND NO COMPENSATION, EITHER MONETARY OR TIME, SHALL BE CONSIDERED.

SBE BID DOCUMENT LANGUAGE

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between one-thousand dollars ($1,000) and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or

b. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than ten percent (10%).

c. In evaluating bids in excess of one million dollars ($1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000);

d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

This section applies only when price is the determining factor.

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidder's own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE primebidder is utilizing ANY subcontractors. **(Only Job Order Contracting (JOC) contracts, Task Authorizations, and Work Orders for annual contracts may be excluded from this requirement.)**

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY**. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification status.

Item 6 – Counting SBE Participation and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

   The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

b. The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

c. The Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

d. The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

e. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

f. The Prime may only count towards its SBE goal the goods and services in which the SBE is certified.

Item 7 – Responsibilities After Contract Award

Schedule 1 - List of Proposed SBE and M/WBE Participation and
Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

Both Schedules 1 and 2 shall be submitted with each task authorization.

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the Prime contractor with each invoice, or payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors specify the subcontracted dollar amount for each subcontractor, approved change orders; revised SBE contract amount; amount drawn this period; amount drawn to date; and payments to date issued to SBE subcontractors with their starting date. This form is intended to be utilized on all non-professional services contracts.

Schedule 3(A) – Professional Services Activity Report

This form shall be submitted by the Prime consultants with each invoice, or payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the subcontracted dollar amount for each sub consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBEs after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All contractors hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar value and/or percentage specified. Contractors agree to provide any additional information requested by the County to substantiate participation.

The successful contractor shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions or Modifications

After contract award, the Prime will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA for approval. Upon receiving approval of substitution for the SBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed SBE subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified.

If the County's issuance of an alternate or change orders on a project results in changes in the scope of work to be performed by SBE's subcontractor listed at bid opening, the Prime must submit a modified completed and signed Schedule 2 that specifies the revised scope of work to be performed by the SBE, along with the price and/or percentage.

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:	Annual Milling and Resurfacing Contract	**PROJECT NO. OR BID NO.:**	2018051
NAME OF PRIME BIDDER:	Ranger Construction Industries, Inc.	**ADDRESS:**	101 Sansbury's Way, West Palm Beach, FL 33411
CONTACT PERSON:	Jamie Moretz / Beatriz Ramirez	**PHONE NO.:**	(561) 793-9400 **FAX NO.:** (561) 790-4332
BID OPENING DATE:	August 07, 2018	**USER DEPARTMENT:**	NA

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION, AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE–M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE–M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION, AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories) M/WBE Minority Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Sirdar Trucking 13332 71st Pl North - West Palm Beach - (561) 714 2229	☐	☒					$ 594,975
2. Rapid Milling 2240 NW 22nd St. Pompano Beach - (954) 650 5301	☐	☒			X		$ 1,248,350
1. All Paving 1700 N. Dixie Hwy - Suite 141 - Boca Raton (954) 234 6381	☐	☒					$ 380,376
2.	☐	☐					
3.	☐	☐					
		Total					

(Please use additional sheets, if necessary)

Total Bid Price: $ 14,800,625.03 **Total SBE–M/WBE Participation Dollar Amount or Percentage of Work:** $ 2,223,701 (15 %)

I hereby certify that the above information accurate to the best of my knowledge: _____ (Signature) Jame Moretz - Vice President (Title)

Note:
1. **The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.**
2. **Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.**
3. **M/WBE information is being collected for tracking purposes only.**

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE–M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE–M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: Palm Beach County Project No. 2018051 PROJECT NAME: ANNUAL MILLING AND RESURFACING

TO: RANGER CONSTRUCTION INDUSTRIES, INC.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a (check one or more, as applicable):

Small Business Enterprise ✓ Minority Business Enterprise ✓

Black _____ Hispanic _____ Women ✓ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: May 8, 2018

The undersigned is prepared to perform the following described work in connection with the above project (additional sheets may be used as necessary):

Line Item/ Lot No. Item Description	Qty./Units	Unit Price	Total Price/ Percentage
Aggregates and Asphalt hauling	7,933	$75	$594,975

at the following price or percentage: $594,975 (4%)
(Subcontractor's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

RANGER CONSTRUCTION INDUSTRIES, INC.
Print Name of Prime Contractor

By: _____
Signature

JAMIE MOBETZ - VICE PRESIDENT
Print Name/Title of Person Executing on Behalf of Prime Contractor

SIRDAR TRUCKING INC
Print Name of SBE-M/WBE Subcontractor

By: Phoolmattie Sirdar
Signature

Phoolmattie Sirdar
Print Name/Title of Person Executing on Behalf of SBE/M/WBE Subcontractor

Date: 8-2-18

Revised 10/11/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE–M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE–M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: Palm Beach County Project No. 2016051 PROJECT NAME: ANNUAL MILLING AND RESURFACING

TO: RANGER CONSTRUCTION INDUSTRIES, INC.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise
Black ____ Hispanic ____ Women ____ Caucasian ____ Other (Please Specify) ____

Date of Palm Beach County Certification: December 13, 2016

The undersigned is prepared to perform the following described work in connection with the above project (additional sheets may be used as necessary):

Line Item/ Lot No. Item Description	Qty./Units	Unit Price	Total Price/ Percentage
Milling Mobilization	1 / EA 35	750.00	$ 26,250
Paving Mobilization	1 / EA 8	1200.00	$ 9,600
Clean-up Crew	1 / DY 175	1800.00	$ 315,000
Water Truck Daily Rental	1 / DY 175	350.00	$ 61,250
Asphalt Installation	1 / TN 10,000	18.00	$ 180,000
Milling Daily Rate	1 / DY 175	3750.00	$ 656,250

at the following price or percentage: 8,668.00 $1,248,350 (8.43%)
(Subcontractor's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage N/A / N/A
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

RANGER CONSTRUCTION INDUSTRIES, INC.
Print Name of Prime Contractor

By: _____
Signature

JAMIE MORETZ - VICE PRESIDENT
Print Name/Title of Person Executing on Behalf of Prime Contractor

Rapid Milling & Paving, LLC
Print Name of SBE-M/WBE Subcontractor

By: _____
Signature

Dominick Montes, Managing Member
Print Name/Title of Person Executing on Behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: 08/03/2018

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE–M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE–M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: Palm Beach County Project No. 2018051 PROJECT NAME: ANNUAL MILLING AND RESURFACING

TO: RANGER CONSTRUCTION INDUSTRIES, INC.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: June 13, 2018

The undersigned is prepared to perform the following described work in connection with the above project (additional sheets may be used as necessary):

Line Item/ Lot No. Item Description	Qty./Units	Unit Price	Total Price/ Percentage
Mill existing asphalt/cleanup	295,132.6	$0.95/SY	$280,376
Asphalt installation	5,000	$20/TN	$100,000

at the following price or percentage: $380,376 (2.57%)
(Subcontractor's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / All Paving Inc
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

RANGER CONSTRUCTION INDUSTRIES, INC.
Print Name of Prime Contractor

By: _____
Signature

JAMIE MORETZ - VICE PRESIDENT
Print Name/Title of Person Executing on Behalf of Prime Contractor

All Paving Inc
Print Name of SBE-M/WBE Subcontractor

By: _____
Signature

Doreen Daly / Controller
Print Name/Title of Person Executing on Behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: 7/31/2018

AUG 2 4 2018

Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

Palm Beach County
Board of County
Commissioners
Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

DATE: August 14, 2018

TO: Holly B. Knight, P.E., Contracts Section Manager

THROUGH: Tonya Davis Johnson, Director
Office of Small Business Assistance

FROM: Angela D. Smith, Small Business Development Specialist
Office of Small Business Assistance

SUBJECT: **Compliance Review on Project No. 2018051**
Annual Milling & Resurfacing Contract

The following is a Compliance Review of the 15% SBE goal established on the above-mentioned project, which opened August 7, 2018. SBE participation was calculated on the bid amounts listed on the Bid Tabulation sheets.

Low Bidder: **Ranger Construction Industries, Inc.**
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: 561-793-9400
Bid Amount: **$14,800,625.00**
Goal: 15% Overall
Goal Achieved: **15%**

SBE Participation:

(SB) SIRDAR TRUCKING, INC.	**$594,975.00**	**4.01%**
(SB) RAPID MILLING, LLC	**$1,248,350.00**	**8.43%**
(SB) ALL PAVING, INC.	**$380,376.00**	**2.56%**
	$2,223,701.00	**15%**

2nd Low Bidder: **Community Asphalt Corp.**
7795 Hooper Rd.
West Palm Beach, FL 33411
Phone: 561-790-6467
Bid Amount: **$15,047,633.25**
Goal: 15% Overall
Goal Achieved: **15%**

SBE Participation:

(SB) RAPID MILLING, LLC	**$2,260,200.00**	**15%**

3rd Low Bidder:	**Hardrives, Inc.** **2101 S. Congress Avenue** **Delray Beach, FL 33445**	
Phone:	561-278-0456	
Bid Amount:	**$20,523,480.00**	
Goal:	15%	
Goal Achieved:	**15%**	
SBE Participation:		
(MB)O.C. UNLIMITED, INC.	**$1,861,722.00**	**9.071%**
(SB) RAPID MILLING, LLC	**$1,216,800.00**	**5.928%**
	$3,078,522.00	**14.999%**[1]

EVALUATION:

The low bidder, **Ranger Construction Industries, Inc.** has the greatest SBE participation for this project.

[1] OSBA does not round percentages; however, the total dollar amount for Hardrives, Inc.'s SBE participation totaled at 15%, therefore the goal achieved is reflected from the total dollar amount.

PROPOSAL FORM

Ranger Construction Industries, Inc.
(COMPANY NAME)

101 Sansbury's Way
(COMPANY ADDRESS)

West Palm Beach, Florida
(COMPANY CITY & STATE)

33411
(COMPANY ZIP CODE)

CONTACT NAME Jamie Moretz - Beatriz Ramirez

PHONE NUMBER (561) 793-9400

FACSIMILE NUMBER (561) 790-332

EMAIL ADDRESS estimating@rangerconstruction.com beatriz.ramirez@rangerconstruction.com elena.arango@rangerconstruction.com

59-2098662
FEDERAL TAX I.D. #

August 7, 2018
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL MILLING AND RESURFACING CONTRACT**
PALM BEACH COUNTY PROJECT NO. 2018051

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all necessary labor, equipment, materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all necessary work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this proposal for the following unit prices, to wit:

BID PROPOSAL

ANNUAL MILLING AND RESURFACING

CONTRACT

PBC PROJECT # 2018-051

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	EAST DISTRICT				
1	Mill Existing Asphalt Pavement (1")	600,000	SY	$1.90	$1,140,000.00
2	Mill Existing Asphalt Pavement (1.5")	30,000	SY	$2.00	$60,000.00
3	ACSC Type S-I (0-200 Ton Orders)	400	TN	$145.00	$58,000.00
4	ACSC Type S-I (>200 Ton Orders)	5,000	TN	$100.00	$500,000.00
5	ACSC Type S-III (0-200 Ton Orders)	1,000	TN	$150.00	$150,000.00
6	ACSC Type S-III (> 200 Ton Orders)	5,000	TN	$111.00	$555,000.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,000	TN	$150.00	$150,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	3,000	TN	$111.00	$333,000.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	50,000	TN	$110.00	$5,500,000.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	400	TN	$145.00	$58,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	800	TN	$100.00	$80,000.00
12	High Friction Surface Treatment	5,000	SY	$55.00	$275,000.00
	WEST DISTRICT				
13	Mill Existing Asphalt Pavement (1")	100,000	SY	$2.00	$200,000.00
14	Mill Existing Asphalt Pavement (1.5")	1,000	SY	$5.90	$5,900.00
15	ACSC Type S-I (0-200 Ton Orders)	500	TN	$140.00	$70,000.00
16	ACSC Type S-I (>200 Ton Orders)	20,000	TN	$104.00	$2,080,000.00
17	ACSC Type S-III (0-200 Ton Orders)	500	TN	$145.00	$72,500.00
18	ACSC Type S-III (> 200 Ton Orders)	500	TN	$113.00	$56,500.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	500	TN	$145.00	$72,500.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	500	TN	$113.00	$56,500.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	500	TN	$110.00	$55,000.00
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	500	TN	$140.00	$70,000.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	1,000	TN	$104.00	$104,000.00
24	High Friction Surface Treatment	2,000	SY	$55.00	$110,000.00
	EAST AND WEST DISTRICTS				
25	Off Duty Police Officer	200	HR	$70.00	$14,000.00
26	Portable Milling Machine	250	HR	$230.00	$57,500.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	50	1/2 Day	$8,000.00	$400,000.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	200,000	SY	$2.00	$400,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	25,000	SY	$2.05	$51,250.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	5,000	TN	$131.00	$655,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	10,000	TN	$120.00	$1,200,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	10,000	CY	$2.00	$20,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	10,000	CY	$0.50	$5,000.00
34	Manhole Adjustment	500	EA	$180.00	$90,000.00
35	Adjust Valve Boxes & Misc. Structures	500	EA	$95.00	$47,500.00

BID PROPOSAL

ANNUAL MILLING AND RESURFACING

CONTRACT

PBC PROJECT # 2018-051

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
36	Box Out Shoulder (as per detail)	100	HR	$140.00	$14,000.00
37	Remove and Re-install Wheel Stops	275	EA	$43.00	$11,825.00
38	Bituminous Material (Prime Coat)	100	Gal	$6.50	$650.00
39	Premium for work within Railroad rights-of-way (see footnote)	20	EA	$1,100.00	$22,000.00
				TOTAL BID	$14,800,625.00

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.

PAY ITEM FOOTNOTES:

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.

Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.

Portable Milling Machine, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.

Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.

Remove and Re-install Wheel Stops, each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

Residential roadways will be identifed by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.

Palm Beach County reserves the right to acquire **millings** at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).

Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.

Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

PROJECT NO. **2018051**

TOTAL BID $14,800,625.00
IN FIGURES

The undersigned acknowledges that Addenda 1 thru 2 have been received and that related costs are reflected in the submitted bid. The undersigned further agrees to perform all necessary force account work, as provided for in the General Provisions, and to execute the Contract and return to the County along with a Contract Bond and Certificate of Insurance within fourteen (14) working days after the date of the "Letter of Intent to Award" and to begin work with an adequate work force and equipment within fourteen (14) calendar days from the date set forth in the "Notice to Proceed" and to fully complete all necessary work under the same.

The purpose of this contract is to obtain an additional contractor to accomplish the required tasks. Consequently, this contract will not be awarded to an organization which is already under contract with the County to perform this work, unless that contract is due to expire within the next six (6) months.

THE TIMELY COMPLETION OF THIS ROADWAY PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or holidays to meet the required contract schedules.

The contractor shall complete in full all necessary work under this contract in accordance with the Special Provisions. It is further agreed that should the contractor fail to complete all necessary work under this contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8-10.2 of the Standard Specifications.

The undersigned further agrees to furnish a sufficient and satisfactory bond, on the form herein provided, in accordance with Section 3-5.1 of the General Provisions.

The undersigned further agrees to bear the full cost of maintaining all work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount bid which is to be forfeited as liquidated damage if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this proposal; otherwise, said guaranty is to be returned to the undersigned upon the delivery of a satisfactory bond.

Company Name: Ranger Construction Industries, Inc. Authorized Officer: Jamie Moretz (Print)

Address: 101 Sansbury's Way
West Palm Beach, Fl 33411

Signature:

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY PROJECT NO. 2018051

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: ~~Ranger Construction Industries, Inc.~~

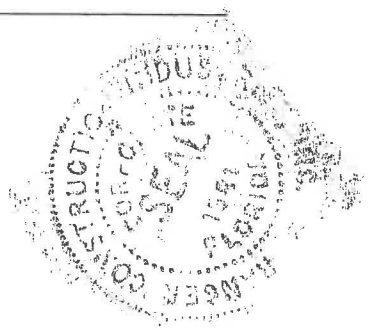
By: _____ Jamie Moretz Date: August 7, 2018

Name and Title: Jamie Moretz - Vice President

Address or P.O. Box: 101 Sansbury's Way

West Palm Beach	Florida	33411
City	State	Zip Code

Telephone: (561) 793-9400
Area Code Number



PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible bidder is a non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

2. Glades Local Preference means that if the lowest responsive, responsible bidder is a non-Glades business, then all bids received from responsive, responsible Glades bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total bid price, may receive a local preference of three (3) percent, solely for the purpose of determining bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total bid price, he may receive a local preference of four (4) percent for the purposes of ranking bidders.

To receive either a Local Preference or a Glades Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders' permanent place of business. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the bidder will produce a substantial portion of the goods or services to be purchased. The bidder must submit the attached Certification of Business Location at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive bidder by one hundred thousand dollars ($100,000).

The local bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders having a permanent place of business in Palm Beach County (County); and (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders' permanent place of business. The bidder must submit this Certification of Business Location at the time of bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid or proposal submitted by the bidder to the County.

1) Bidder is a:

X **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
- X Headquarters located in Palm Beach County.
- _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):
- _____ Headquarters located in the Glades.
- _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the bidder's Palm Beach County Business Tax Receipt verifies the bidder's permanent place of business.

THIS CERTIFICATION is submitted by Jamie Moretz
(Name of Individual)

Vice President, of Ranger Construction Industries, Inc.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

Signature

August 07, 2018
Date

PALM BEACH COUNTY
LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

Implementation
This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications
The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding $100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of Payroll Records
Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

(1) Each employee's name and address;
(2) Each employee's job title and classification;
(3) The number of hours worked each day by each employee;
(4) The gross wages and deductions made for each employee; and
(5) Annual wages paid to each employee.

Reporting Payroll
Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

LIVING WAGE CERTIFICATION

Project: Annual Milling and Resurfacing Contract, Palm Beach County Project No. 2018051

Contractor Name: Ranger Construction Industries, Inc.

Contact Person: Jamie Moretz / Beatriz Ramirez

Contractor Address: 101 Sansbury's Way, West Palm Beach, Fl 33411

Contractor Phone: (61) 793-9400

Amount of Contract: $ 14,800,625 ~~

Please include the following with the bid submission:

1. Brief description of the service provided under the construction contract.

2. A statement of wage levels for prospective non-county employees.

3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2017, through September 30, 2018, is $12.05/hour.

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 07 day of August, 20 18.

(Authorized Signature)

(Corporate Seal)

Jamie Moretz - Vice President
(Print Name and Title)

Notice and Posting

Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least $11.93 per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2017, through September 30, 2018.

NOTICE TO EMPLOYEES (ENGLISH)

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least $12.05 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL)

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos $12.05 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE)

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen $12.05 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

Jamie Moretz - Vice President

(Print Name and Title)

CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

August 07, 2018
Date

Ranger Construction Industries, Inc.
Company Name (Print)

Jamie Moretz - Vice President
Authorized Officer: Name/Title (Print)

Signature

Ranger Construction

August 07, 2018

Omelio A. Fernandez. PE, Director
Board of County Commissioners of Palm Beach County
Office of Palm Beach County Engineering & Public Works
Roadway Production Division
2300 North Jog Road
West Palm Beach, FL 33411-2745

Re: ANNUAL MILLING AND RESURFACING CONTRACT
PROJECT NUMBER: 2018051

Dear Mr. Fernandez:

Scope of services for the above referenced project consist of all work necessary to do **ANNUAL MILLING AND RESURFACING CONTRACT**. The work includes: Milling and Paving, and other work as directed by the Engineer.

Ranger Construction Industries, Inc. (RCI) acknowledges that the Living Wage Ordinance is in effect and, in the event RCI is awarded this contract, is committed to follow the procedures as outlined in the contract documents on pages LW-1 through LW-4.

Sincerely,

Jamie Moretz
Vice President

Cc: File

101 Sansbury's Way, West Palm Beach, FL 33411, Phone (561) 793-9400, Fax (561) 790-4332

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

August 7, 2018
Date

Ranger Construction Industries, Inc.
Company Name (Print)

Jamie Moretz - Vice President
Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Ranger Construction Industries, Inc. hereinafter called "Principal"), and Travelers Casualty and Surety Company of America as Surety (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, (hereinafter called "County") in the amount of Five (5%) percent of bid, lawful money of, the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of:

ANNUAL MILLING AND RESURFACING CONTRACT, PROJECT NO. 2018051, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid be submitted with said bid as a guarantee that the bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond in an amount equal to one hundred per cent (100%) of the total contract, within fourteen (14) consecutive working days after written notice having been given of the Intent to Award Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the "Principal" herein be accepted and said "Principal", within fourteen (14) consecutive working days after the date of the "Letter of Intent to Award", the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of said "County", in good and lawful money of the United States of America, as liquidated damages for failure thereof said "Principal".

IN WITNESS WHEREOF, the said Ranger Construction Industries, Inc. as "Principal" herein, has caused these presents to be signed in its name, by its Vice President, and attested by its Secretary/Treasurer under its corporate seal, and the said Travelers Casualty and Surety Company of America, as "Surety" herein, has caused these presents to be signed in its name, by its Attorney-In-Fact, under its corporate seal, this 7th day of August, A.D., 20 18.

ATTEST:

Cindy Steadman
(Signature)

Cindy Steadman
(Print Name)

Credit / Receivables Manager
(Title)

Ranger Construction Industries, Inc.
(Seal)

By: _____
(Principal)

ATTEST:

_____
(Signature)

_____
(Print Name)

_____
(Title)

(Seal)
Travelers Casualty and Surety Company of America

By: _____
William Phelps, Attorney-In-Fact and FL Resident Agent
(Surety)

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Secretary *(insert title)* of Ranger Construction Industries, Inc. *(insert business name)* a Corporation *(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of Florida ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the Board of Directors *(insert form of management)* of the Firm on the 11 day of July, 20 18, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and Articles of Incorporation *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Jamie Moretz, the Vice President of the Firm, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Agreement.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 7 day of August, 20 18.

(Signature)

(FIRM'S SEAL)

Douglas Browning- Secretary
(Print Signatory's Name and Title)

SWORN TO AND SUBSCRIBED before me this 07 day of August, 2018, by the Secretary of the aforesaid Firm, who is *(circle one:)* personally known to me OR who produced Personally Known as identification and who did X take an oath.

(Notary's Signature)

Terry Jo Basher
(Print Notary's Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

ANNUAL CONTRACT

STATE OF FLORIDA)

) ss. R2018 1533

COUNTY OF PALM BEACH)

This Contract, made this ____ day of OCT 16 2018, A.D. 20___, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), and RANGER CONSTRUCTION INDUSTRIES, INC., Florida, and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state Worker's Compensation and unemployment compensation taxes incurred in the performance of the Contract, for the:

ANNUAL MILLING AND RESURFACING CONTRACT

IN THE AMOUNTS specified in work orders which may be issued by the County. The County is not required to issue any work orders hereunder. The total value of work orders issued under this Contract shall not exceed Sixteen Million Dollars ($16,000,000.00), except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within five (5) working days of the work order being issued for a specific project. After commencement of the work, the work order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the work order. Should the time limit for completion of the work order exceed the expiration date of the contract, the work order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all work orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said work is the essence of the Contract. If Contractor fails to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent work as an excuse for delay in a Contractor's work, or for its non-performance.

ANNUAL CONTRACT

IN WITNESS WHEREOF, the Parties have caused this Annual Milling and Resurfacing Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

R2018 1533 OCT 16 2018

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Ranger Construction Industries, Inc.

_____
(witness signature)

_____
(Corporate Name)

_____
(witness name printed)

a _____ corporation
(insert state of incorporation)

_____
(witness signature)

By: _____
(signature)

_____
(witness name printed)

James Moretz
Vice President
(print signatory's name)

Its _____
(print title)

9/18/18
(date)

(Corporate Seal)

PUBLIC CONSTRUCTION BOND

BOND NUMBER:	106929261
BOND AMOUNT:	$250,000.00
CONTRACT AMOUNT:	$16,000,000
CONTRACTOR'S NAME:	Ranger Construction Industries, Inc.
CONTRACTOR'S ADDRESS:	101 Sansbury's Way West Palm Beach, FL 33411
CONTRACTOR'S PHONE:	561-793-9400
SURETY COMPANY:	Travelers Casualty and Surety Company of America
SURETY ADDRESS:	One Tower Square, 5PB Hartford, CT 06183
SURETY PHONE:	800-242-8734
OWNER'S NAME:	Palm Beach County
OWNER'S ADDRESS:	2300 North Jog Road, Suite 3W-33 West Palm Beach, FL 33411-2745
OWNER'S PHONE:	561-684-4150
PROJECT NO.:	2018051
DESCRIPTION OF WORK:	Pavement Milling and Resurfacing
PROJECT LOCATION:	Countywide
LEGAL DESCRIPTION:	No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

$ 250,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with the County for:

Project Name:	Annual Milling and Resurfacing Contract
Project No.:	2018051
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and County for the construction of the project as described above, the contract being made 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, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

PUBLIC CONSTRUCTION BOND

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County 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.

5. 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 and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

Douglas Browning
(Signature)

Douglas Browning
(Print Name)

Sec/Treasurer
(Title)

Ranger Construction Industries, Inc.
(Seal)

By: _____
(Principal)

ATTEST:

Douglas Browning
(Signature)

Douglas Browning
(Print Name)

Witness to Surety Sec/Treasurer
(Title)

Travelers Casualty and Surety Company of America
(Seal)

By: _____
William Phelps, Attorney-In-Fact and FL Resident Agent
(Surety)

PUBLIC CONSTRUCTION BOND

PROJECT NO.:	2018051
DESCRIPTION OF WORK:	Annual Milling and Resurfacing Contract
PROJECT LOCATION:	Countywide
SURETY COMPANY:	Travelers Casualty and Surety Company of America
SURETY ADDRESS:	One Tower Square, 5PB Hartford, CT 06183
SURETY PHONE:	800-242-8734
BOND NUMBER:	106929261
BOND AMOUNT:	$250,000.00
CONTRACT AMOUNT:	$16,000,000

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

FRIEDLANDER COMPANY

GEORGE H. FRIEDLANDER COMPANY
Bonds & Insurance

1566 Kanawha Blvd., East 25311
PO Box 2466, Charleston, WV 25329
Telephone: 304/357-4520 * Fax: 304/345-8724

447 Montreal Ave., Melbourne, FL 32935
PO Box 10356, Melbourne, FL 32936
Telephone: 321/254-8477 * Fax 321/988-0209

September 18, 2018

Palm Beach County Engineering & Public Works Department
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Attn: Geraldine Lazzarino-Kelly

Re: Ranger Construction Industries, Inc.
Bond Number: 106929261
Public Construction Bond

Dear Ms. Lazzarino-Kelly,

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Since the contract date is unknown, we have left the bonds undated. As a duly authorized Attorney-In-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to fill in the contract date on the bonds and power of attorney when the date is known. Also, the "signed and sealed" date on the bonds should be completed.

Sincerely,

William Phelps
Attorney-In-Fact for Travelers Casualty and Surety Company of America

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of .

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of August , 2018

Kevin E. Hughes, Assistant Secretary

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

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING: _____ **PROJECT#:** _____

PROJECT NAME: _____

PRIME CONTRACTOR NAME: _____

PROJECT SUPERVISOR: _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project, and in conformity with the SBE-M/WBE's submitted on Schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project, and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount Drawn or SBE-M/WBE Sub. This Period	Amount Drawn for SBE-M/WBE Sub. to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

SCHEDULE 4 – SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ | | | | | | | | | | | | |

On | | | | | | | | | | | |

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2018

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 FAX (A/C, No): 321-988-0209 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com
INSURED RANG001 Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Indemnity Co 25658 INSURER B : Charter Oak Fire Insurance 25615 INSURER C : Travelers Property & Casualty 25674 INSURER D : Travelers Insurance 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 376058497 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		CO-5807B217-18	4/1/2018	4/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAP-5807B186-IND-18	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-5807B198-18	4/1/2018	4/1/2019	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6339B488-18	4/1/2018	4/1/2019	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its officers, employees and agents are endorsed as an Additional Insured on Commercial General Liability, Automobile Liability and Umbrella Liability with respect to work performed for them by the Named Insured as the specified project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
Project: Annual Milling & Resurfacing Contract; Contract No. 2018051; RCI No. 3000924

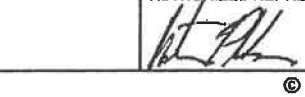
CERTIFICATE HOLDER

Palm Beach CountyBoard of County Commissioners
C/O Insurance Tracking Services, Inc. (ITS)
PO 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



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RELEASE AND CONCURRENCE OF FINAL PAYMENT AMOUNT

PROJECT: _____

_____

_____

PROJECT NO.: _____

THIS IS TO CERTIFY THAT, ON BEHALF OF _____

I HAVE REVIEWED THE FINAL FIGURES PRESENTED BY THE COUNTY ON THIS CONTRACT, HAVE VERIFIED AND HEREBY CONCUR WITH THE ACCOUNTING AND AMOUNTS PRESENTLY STATED AS DUE, AND BY SIGNING HEREOF, AND UPON RECEIPT OF PAYMENT IN THE AMOUNT OF $ _____

DO HEREBY RELEASE THE COUNTY FROM ANY FURTHER CLAIMS OF PAYMENT FOR WORK DONE, WHETHER OR NOT THE ABOVE–STATED AMOUNT MAY LATER BE DISCOVERED OR DETERMINED INCORRECT.

CONTRACTOR: _____

BY: _____

DATE: _____

SMALL BUSINESS ENTERPRISE (SBE)
FINAL PARTICIPATION FORM

PROJECT: _____

_____

_____

PROJECT NO.: _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was _____%.

The Contractor achieved a Small Business Enterprise (SBE) participation of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:	**REQUESTING DIVISION:**	**INFORMATION:**
__ WORK ORDER NO. _____	__ ROAD & BRIDGE	DATE _____
__ NEW AUTHORIZATION	__ TRAFFIC	REQUESTOR _____
__ CHANGE ORDER NO. _____	__ ROADWAY PRODUCTION	COMMISSION DISTRICT NO: _____
__ SUPPLEMENTAL NO. _____	__ CONSTRUCTION COOR.	RESOLUTION NO: R_____
__ OTHER: _____	__ STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details: _____

The total amount of this request, per the attached documentation, is not to exceed $_____

The Small Business Enterprise (SBE) goal for this contract is ____%. The estimated SBE participation for this request is ____%. The cumulative SBE participation to date for this Contract including this request is ____%.

Palm Beach County Engineering and Public Works Contact:

_____
Name Title Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

_____
Signature Date

_____
Title
Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

_____
Signature Date

_____
Title

_____ ____
Division Approval Date
_____
Budget Approval Date

_____ ____
Deputy County Engineer Date
Contract Review Committee (when required) Date

PALM BEACH COUNTY APPROVALS
BOARD APPROVAL? _____ **Date:**_____

_____

CONST-3

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

_____

We the undersigned hereby guarantee that the _____

_____(Project), Project Number _____, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the even of our failure to acknowledger notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

_____ (Seal)
(Contractor)

By: _____ _____
(Signature) (Printed Name and Title)

_____ (Seal)
(Surety)

By: _____ _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ CONTRACT NUMBER: _____

CONTRACT AMOUNT: $_____ CONTRACT DATE: _____

ENGINEER: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety:

_____

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

_____

Hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $ _____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____"Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personalty are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

_____

Signature

_____

Print Name

CONTRACTOR

_____

Company Name

BY_____

Signature

_____

Print Name

_____

Title

The foregoing instrument was acknowledged before me this _____day of _____, 20 ____ by _____ who is (circle one) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF _____

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 25, 2017

RANGER CONSTRUCTION INDUSTRIES, INC.
101 SANSBURY'S WAY
WEST PALM BEACH FL 33411

REVISED
RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: https://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, UNDERGROUND UTILITY AND RIP RAP.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.004(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cj

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

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

KRACUNAS, MICHAEL B

RANGER CONSTRUCTION INDUSTRIES, INC
101 SANSBURY'S WAY
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC031554

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.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

SLADE, JAMES MICHAEL
RANGER CONSTRUCTION INDUSTRIES INC
149 SCARBOROUGH TER
WELLINGTON FL 33414

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC056779 ISSUED: 08/07/2016

CERT UNDERGROUND & EXCAV CNTR
SLADE, JAMES MICHAEL
RANGER CONSTRUCTION INDUSTRIES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070003057

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC056779	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

SLADE, JAMES MICHAEL
RANGER CONSTRUCTION INDUSTRIES INC
149 SCARBOROUGH TER
WELLINGTON FL 33414

ISSUED: 08/07/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608070003057

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0061 GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	U17.629642 - 07/31/17	$99.00	B40190297

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

B2 - 30

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33416-5065

LBTR Number: 2017102465
EXPIRES: SEPTEMBER 30, 2018

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.

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	U17.629642 - 07/31/17	$369.60	B40190298

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

B3 - 30

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33416-5065

LBTR Number: 2017102466
EXPIRES: SEPTEMBER 30, 2018

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 the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of April, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

Detail by Entity Name

Florida Profit Corporation
RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Mailing Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Registered Agent Name & Address

BROWNING, DOUGLAS
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J
101 SANSBURYS WAY

WEST PALM BEACH, FL 33411

Title President

SCHAFER, ROBERT
101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title VP

FRANK, SCOTT
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title Chairman, CEO

VECELLIO JR, LEO A
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

Fowler, Frank Scott
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Michael A
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Christopher S
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Kathryn C
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Sr Vice President-Finance

Smith, Robert D
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator, Asst Secretary

Skubal, Steve

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Daley, Jason
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Fowler, Richard
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Yoder, William
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Treasurer, Asst Secretary

Gwinn, L.L.
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Kracunas, Michael
101 Sansburys Way
West Palm Beach, FL 33411

Title VP

Moretz, James W
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Branch Operations Manager

Flynn, Patrick
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Annual Reports

Report Year	Filed Date
2017	01/18/2017
2017	08/02/2017
2018	04/23/2018

Document Images

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

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

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP
9675 NW 117TH AVENUE, SUITE 108
MIAMI FL 33178

LICENSE NUMBER: CGC1521192

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, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on October 16, 2018
dated at West Palm Beach, FL on Oct. 22, 2018
By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY FLORIDA

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING: _____ **PROJECT#:** _____
PROJECT NAME: _____
PRIME CONTRACTOR NAME: _____
PROJECT SUPERVISOR: _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project, and in conformity with the SBE-M/WBE's submitted on Schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project, and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount Drawn or SBE-M/WBE Sub. This Period	Amount Drawn for SBE-M/WBE Sub. to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

SCHEDULE 4 – SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ | | | | | | | | | | | | |

On | | | | | | | | | | | |

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/14/2018

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	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Community Asphalt Corp. 9675 NW 117 Ave. Suite 108 Miami FL 33178 USA	INSURER A: The Travelers Indemnity Co.	25658
	INSURER B: The Charter Oak Fire Insurance Company	25615
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570073005452 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VTC2KCO3K992299IND17	12/31/2017	12/31/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			VTC2J-CAP-3K992423-TIL-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			VTC2OUB3K99227517	12/31/2017	12/31/2018	X PER STATUTE [ ] OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		VTRKUB3K99228717	12/31/2017	12/31/2018	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)

RE: CAC Project No. 7199, PBC Project No. 2018051, Palm Beach County Annual Milling & Resurfacing Contract. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of Palm Beach County Board of County Commissioners in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

Palm Beach County
c/o Insurance Tracking Services, Inc.
(ITS)
PO Box 20270
Long Beach, CA 90801 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570073005452

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The ACORD name and logo are registered marks of ACORD

RELEASE AND CONCURRENCE OF FINAL PAYMENT AMOUNT

PROJECT: _____

_____

_____

PROJECT NO.: _____

THIS IS TO CERTIFY THAT, ON BEHALF OF _____

I HAVE REVIEWED THE FINAL FIGURES PRESENTED BY THE COUNTY ON THIS CONTRACT, HAVE VERIFIED AND HEREBY CONCUR WITH THE ACCOUNTING AND AMOUNTS PRESENTLY STATED AS DUE, AND BY SIGNING HEREOF, AND UPON RECEIPT OF PAYMENT IN THE AMOUNT OF $ _____

DO HEREBY RELEASE THE COUNTY FROM ANY FURTHER CLAIMS OF PAYMENT FOR WORK DONE, WHETHER OR NOT THE ABOVE–STATED AMOUNT MAY LATER BE DISCOVERED OR DETERMINED INCORRECT.

CONTRACTOR: _____

BY: _____

DATE: _____

SMALL BUSINESS ENTERPRISE (SBE)
FINAL PARTICIPATION FORM

PROJECT: _____

_____

_____

PROJECT NO.: _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was _____ %.

The Contractor achieved a Small Business Enterprise (SBE) participation of _____ % at the end of this project.

CONTRACTOR: _____

BY: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:	**REQUESTING DIVISION:**	**INFORMATION:**
__ WORK ORDER NO. _____	__ ROAD & BRIDGE	DATE _____
__ NEW AUTHORIZATION	__ TRAFFIC	REQUESTOR _____
__ CHANGE ORDER NO. _____	__ ROADWAY PRODUCTION	COMMISSION DISTRICT NO: _____
__ SUPPLEMENTAL NO. _____	__ CONSTRUCTION COOR.	RESOLUTION NO: R_____
__ OTHER: _____	__ STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details: _____

The total amount of this request, per the attached documentation, is not to exceed $ _____

The Small Business Enterprise (SBE) goal for this contract is ____%. The estimated SBE participation for this request is ____%. The cumulative SBE participation to date for this Contract including this request is ____%.

Palm Beach County Engineering and Public Works Contact:

_____
Name Title Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

_____
Signature Date

_____
Title
Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

_____
Signature Date

_____
Title

_____ _____
Division Approval Date
_____ _____
Budget Approval Date

_____ _____
Deputy County Engineer Date
Contract Review Committee (when required) Date

PALM BEACH COUNTY APPROVALS
BOARD APPROVAL? _____ **Date:** _____

_____

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

_____

We the undersigned hereby guarantee that the _____

_____(Project), Project Number _____, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the even of our failure to acknowledger notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

_____ (Seal)
(Contractor)

By: _____ _____
(Signature) (Printed Name and Title)

_____ (Seal)
(Surety)

By: _____ _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ CONTRACT NUMBER: _____

CONTRACT AMOUNT: $_____ CONTRACT DATE: _____

ENGINEER: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety:

_____

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

_____

Hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of

_____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $ _____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____"Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personalty are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

_____

Signature

_____

Print Name

CONTRACTOR

_____

Company Name

BY_____

Signature

_____

Print Name

_____

Title

The foregoing instrument was acknowledged before me this _____day of _____, 20 ____ by _____ who is (circle one) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF _____

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 21, 2018

COMMUNITY ASPHALT CORP.
9675 N.W. 117 AVE., SUITE 108
MIAMI, FLORIDA 33178

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due **4/30/2019**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MINOR BRIDGES, SIDEWALK, TRAFFIC SIGNAL, Retaining Wall.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.6: Approve Work Authorization No. 2 - Roadway Asphalt Milling & Resurfacing - Piggyback - Public Service Department (FY 2020 Budget Funded) - Ranger Construction Industries

SUMMARY:

The Pubic Service Department is recommending that seven (7) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff (see attached map). These roadways are currently paved; however, they maintain significant pavement deterioration and are recommended to be milled and resurfaced to extend their service life.

As a result, the Public Service Department is recommending that the following seven (7) roadways be approved to be milled and resurfaced utilizing the Village's existing (piggybacked) contract with Ranger Construction Company, Inc. in the amount of $221,626.00:

Osborne Drive
Ainsworth Circle
Keller Drive
Abaco Drive
Ponte Vedra Drive
7th Avenue
Summer Street

Note: To ensure the lowest possible price, it is recommended that the Village utilize our existing agreement, which was piggybacked off the current Palm Beach County contract, that was awarded by PBC to Ranger Construction Industries on October 12, 2018. This selection by Palm Beach County was completed through a competitive selection process - Palm Beach

County Annual Milling and Resurfacing Contract (ITB #R2018-1533 - Project Number 2018051 - July 8, 2018). The Village also accepted Ranger Construction Industries' pricing as approved under Palm Beach County's contract, including all terms, conditions and pricing therein. The term of the Palm Beach County contract is set to expire on October 15, 2021, and there is a renewal option to extend the contract up to six (6) months. 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. All original bid documents authorizing the initial piggyback and renewal agreements with Ranger Construction Industries, Inc. are available in the Village Clerk's Office.

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.

If approved, the proposed project is expected to be completed by the end of September 2020.

The proposed project work authorization No. 2 was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, the Assistant Public Service Director/Engineering and the Finance Director.

The Village has previously worked with the proposed contractor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposal is available within the FY 2020 - General Fund.

Allocated/Estimated Project Funding	
FY 2020 Approved Budget - General Fund	$250,000.00
Expected/Project Costs	
Project Request - General Fund - Construction (Work Authorization #2)	$221,626.00

Note: The proposed re-striping of the improved roads will be presented for consideration by the Village Council during a Council Meeting (expected September 2020).

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:

Project Work Authorization No. 2 - Road Milling & Resurfacing - Ranger Construction industries

Map - Proposed Roadway Segments to be Milled & Paved - FY 2020
Village of Palm Springs - Proposed Amendment No. 1 to Agreement - Ranger Construction Industries

PROJECT WORK AUTHORIZATION NO. 2 WITH RANGER CONSTRUCTION FOR MILLING AND RESUFACING PROJECTS

This Project Work Authorization No. 2 is made as of the _____ day of _____, 2019, 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 **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

1.0 Project Description:

The Public Service Department has identified a need to mill and resurface several roadways throughout the Village.

The Village desires the Contractor to provide the milling and resurfacing of the following streets:

1. Osbourne Drive;
2. Ainsworth Cir.;
3. Keller Drive;
4. Abaco Drive (North of 10th Ave.);
5. Ponte Vedra Drive;
6. 7th Avenue;
7. Summer Street;

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A".**

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village's issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of $221,626.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for milling and resurfacing services between the Village and the Contractor, dated July 23, 2020. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 1 to be executed the day and year shown above.

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: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: _____

Print Name: Bob Schafer

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 6 day of July, ~~2019~~ 2020 by Robert Schafer, as President of Ranger Construction Industries, Inc., a 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

Terry Basher
Print Name: _____
My commission expires:

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

Exhibit A

Central Division 9400
101 Sansbury's Way 4332
West Palm Beach, FL 33411 .com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

OSBORNE

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	90.00	TN	$131.00	$11,790.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$21,630.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1,251 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Ranger Construction Industries, Inc.

Central Division 9400
101 Sansbury's Way 4332
West Palm Beach, FL 33411 l.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane Palm Springs, FL 33461	**Fax:**	
		Job Name:	Resurfacing Village of Palm Springs
Contact:	James H. Schmitz	**Job Location:**	Village of Palm Springs
		Prop. Owned By:	

AINSWORTH CIR

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	190.00	TN	$131.00	$24,890.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$34,730.00**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,771 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Ranger Construction Industries, Inc.

Central Division 9400
101 Sansbury's Way 4332
West Palm Beach, FL 33411 l.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane Palm Springs, FL 33461	**Fax:**	
		Job Name:	Resurfacing Village of Palm Springs
Contact:	James H. Schmitz	**Job Location:**	Village of Palm Springs
		Prop. Owned By:	

KELLER

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	112.00	TN	$131.00	$14,672.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$24,512.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1,578 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division 9400
101 Sansbury's Way 4332
West Palm Beach, FL 33411
Phone: (561) 793-9400 l.com
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane Palm Springs, FL 33461	**Fax:**	
		Job Name:	Resurfacing Village of Palm Springs
Contact:	James H. Schmitz	**Job Location:**	Village of Palm Springs
		Prop. Owned By:	

ABACO

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	176.00	TN	$131.00	$23,056.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				SUBTOTAL	**$32,896.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,556 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division400
101 Sansbury's Way332
West Palm Beach, FL 33411:om
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane Palm Springs, FL 33461	**Fax:**	
		Job Name:	Resurfacing Village of Palm Springs
Contact:	James H. Schmitz	**Job Location:**	Village of Palm Springs
		Prop. Owned By:	

PONTE VEDRA

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	198.00	TN	$131.00	$25,938.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				SUBTOTAL	**$35,778.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,890 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division400
101 Sansbury's Way332
West Palm Beach, FL 33411:om
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

7TH AVENUE

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	202.00	TN	$131.00	$26,462.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$36,302.00**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,956 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division400
101 Sansbury's Way332
West Palm Beach, FL 33411:om
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	26-Jun-20
		Phone:	(561) 641-3440
Address:	226 Cypress Lane Palm Springs, FL 33461	**Fax:**	
		Job Name:	Resurfacing Village of Palm Springs
Contact:	James H. Schmitz	**Job Location:**	Village of Palm Springs
		Prop. Owned By:	

SUMMER STREET

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	198.00	TN	$131.00	$25,938.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$35,778.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2018051
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,880 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

VILLAGE OF PALM SPRINGS
Write a description for your map.
Legend
Palm Springs
Lake Bonita
Lake Palmerito
10th AVE (HAVERHILL TO CONGRESS)
7th Ave N
Drew Way
Lark Rd
Longfellow Dr
Kellor Dr
Cypress Ln
Canal 9 Rd
Vicliff Rd
E Lake Rd
Dale Rd
Shady Lane Rd
Linda Ln
Bayside Rd
Park Ln
Cavalier Rd
Ponte Vedra Rd
Mid Pines Rd
Winged Foot Rd
Riverdale Rd
Masters Rd
Russell Dr
Jamaica Dr
Canal Rd
Riley Ave
Emerson Ave
Carol Ave
Rex Ave
Rex Ct
Emerson Cir
Tamoshanter Dr
Poe Dr
Lanier Dr
Yucatan Dr
Granada Ct
Henthorne Dr
San Juan Dr
Granada Dr
Abaco Dr
Manor Dr
Summer St
Hi St
State St
Rudolph Rd
Helena Dr
Lynnwood Dr
Palm Dr
Lake Arbor Dr
Boundbrook Blvd
Arabian Rd
Alice Dr
Garden Dr N
Garden Dr S
Springfield Ln
Prairie Rd
Palm Rd
West End Rd
Bahia Rd
Kirkwood Cir
Ford Rd
Evans Dr
Reo Ln
Kirk Rd
Fern St
Belle Rd
Ruth Rd
Gulfstream Rd
Rostan Ln
Morgans Way
Tortuga Rd
Andros Rd
Sago Park Rd
807
Google Earth
© 2020 Google
2000 ft
N

FIRST AMENDMENT TO THE AGREEMENT FOR MILLING AND RESURFACING

This First Amendment to the Agreement for Milling and Resurfacing ("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 **Ranger Construction Industries, Inc.**, 101 Sansbury's Way, West Palm Beach, FL 33411 a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE was in need of a contractor to provide the VILLAGE with milling and resurfacing services and entered into an Agreement with CONTRACTOR on May 9, 2019; and,

WHEREAS, the VILLAGE and CONTRACTOR desire to renew the term of the Agreement through October 15, 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 October 15, 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: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: _____

Print Name: Robert Schafer

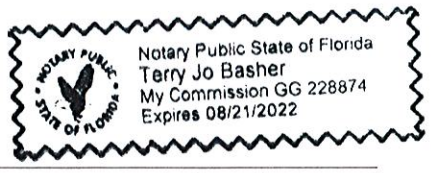
Title: President

[Corporate Seal]

STATE OF FL)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this 24th this _____ day of June, 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: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.7: Approve Canal 11 Road Improvements Phase II Reconciliation (Closeout & Change Order #3) (Task Order #206) - Public Service Department (FY 2020 Budget Funded - General Fund) - DP Development, LLC

SUMMARY:

On January 11, 2018, the Village Council approved the award for the Canal 11 Road Improvements project (Task Order #206) to DP Development in the amount of $484,028.75. The project involved paving the existing dirt road and installing curbing, speed humps, and guardrails.

During the final stages of prepping the roadway for pavement, the Village's contractor, DP Development, found that some portions of the south canal bank were higher than what was indicated on the construction drawings. This required the canal bank to be lowered, which was completed in partnership with the Lake Worth Drainage District (LWDD) and assisted in lowering the proposed costs to resolve this issue. The Village did authorize DP Development to utilize their contracted surveyor, Engenuity Group, to stake the grades on the canal bank, which resulted in a cost of $1,785.00. Additionally, at the completion of the project, it was found that there were four (4) unit price line items that were not utilized during construction (as provided within the original, approved bid) that resulted in a $3,742.35 credit to the Village. Further, a time extension of 141 calendar days to complete the project is being requested due to the additional time to resolve the grading issues and to receive all requisite permits.

The project has been completed on June 5, 2020 and, as result, the Village's contracted engineer, Keshavarz & Associates, and the Public Service Department are requesting approval of the final reconciliation change order (Change Order No. 3) in the net amount (or credit) of $1,957.35 and an additional time extension of 141 calendar days to complete the project.

The final reconciliation (close out) amount for the Canal 11 Rd Improvement project would be as follows:

	Contract Amount	Contract Time
Original Contract Amount	$484,028.75	120 days
Approved CO #1	$ 24,271.00	30 days
Approved CO #2	$ 25,862.10	7 days
Add: Proposed CO #3	($ 1,957.35)	141 days
Final Revised Contract Amount	**$532,204.50**	**298 days**

If approved, the revised total cost of the Canal 11 Road Improvements project within Task Order #206 will be $532,204.50 and the revised total contract time will be 298 days. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed out.

The proposed reconciliation Change Order #3 (Closeout) was prepared by DP Development and reviewed by the Village's contracted engineer, the Public Service Director/Engineer, the Assistant Public Service Director/Engineer, the Public Service Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support Canal 11 Road Improvements Project (Task Order No. 206) was provided within the General Fund:

Allocated/Estimated Project Funding:

FY 2016 Actual - General Fund:	$ 17,614.50
FY 2017 Actual - General Fund:	$ 40,256.71
FY 2018 Actual - General Fund:	$ 18,973.79
FY 2019 Actual - General Fund:	$ 151,667.18
FY 2020 Budget - General Fund:	$ 250,000.00
Total Approved Budget/Actual Funding:	**$ 478,512.18**

Expected Project Costs Engineering:

Original Project Cost - General Fund (TO #206):	$ 65,200.00
Approved Change Order #1 (TO #206)	$ 3,000.00
Approved Change Order #2 (TO #206)	$ 3,000.00
Approved Change Order #3 (TO #206)	$ 34,685.00
Engineering Total TO #206:	**$ 105,885.00**

Expected Project Costs - Phase I (Drainage) - Construction:

Phase 1 Construction Costs - General Fund (TO #206):	$ 229,054.13

Expected Project Costs - Phase II (Paving) - Construction:

Original Project Cost - General Fund (TO #206):	$ 484,028.75

Approved Change Order #1 - General Fund (TO #206):	$ 24,271.00
Approved Change Order #2 - General Fund (TO #206):	$ 25,862.10
Proposed Change Order #3 - General Fund (TO #206):	($ 1,957.35)
Additional Sod Costs Ph2 - General Fund (TO #206):	$ 5,408.00
Total Project Construction Costs (TO #206):	**$ 766,666.63**
TOTAL REVISED PROJECT COST:	**$ 872,551.63**

Note: Funding to support the final reconciliation cost is/was provided within the General Fund. Additionally, the Village is expecting to receive reimbursement funding from PBC following the completion of this project.

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract. An internal budget transfer or amendment to support this project will be completed within the General Fund - Public Works at a later date, if necessary.

ATTACHMENTS:

Proposed Change Order No. 3 - DP Development
Change Order No. 2 - DP Development
Change Order No. 1 - DP Development
Executed Agreement - DP Development

Change Order No. 3

Date of Issuance: 6/18/2020 — Effective Date:

Owner: Village of Palm Springs — Owner's Task Order No.: 206

Contractor: DP Development of the Treasure Coast LLC — Contractor's Project No.:

Engineer: Keshavarz and Associates — Engineer's Project No.: 16-1110

Project: Canal Road Improvements Phase II — Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: 1) Additional surveying services to establish grades for the south side of LWDD Canal 11
2) Line item reconciliation of quantities of materials not used

Attachments: *Change Order Proposal No. 4 – DP Development, Continuation Sheet of schedule of values*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 484,028.75	Original Contract Times: Substantial Completion: November 10, 2019; Ready for Final Payment: December 10, 2019 ~~days~~ or **dates**
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2: $ 50,133.31	[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2: Substantial Completion: 37; Ready for Final Payment: 37 days
Contract Price prior to this Change Order: $ 534,161.85	Contract Times prior to this Change Order: Substantial Completion: December 17, 2019; Ready for Final Payment: January 16, 2020 ~~days~~ or **dates**
[~~Increase~~] [**Decrease**] of this Change Order: $ (1,957.35)	[**Increase**] [~~Decrease~~] of this Change Order: Substantial Completion: 141; Ready for Final Payment: 141 **days** or ~~dates~~
Contract Price incorporating this Change Order: $ 532,204.50	Contract Times with all approved Change Orders: Substantial Completion: May 6, 2020; Ready for Final Payment: June 5, 2020 ~~days~~ or **dates**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: John Healy	By:	By:
Engineer (if required)	Beverly Smith (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title Mayor	Title PM
Date: 7/1/20	Date	Date 6.25.2020

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

BID PROPOSAL Change Order Proposal ~~01~~ 04

DP Development LLC

1014 S. Congress Ave.
Palm Springs, Fl. 33406
Contact: Tom Pastore
Phone: 561-222-1890

Quote To:	Village of Palm Springs 226 Cypress Lane Palm Springs, FL. 33406	Job Name: Date of Plans: Revision Date:	Canal Rd. Improvements Phase II
Attention: Phone: Email:		Proposal Date:	Change Order 03 6/3/2020

Revised Plans (8' Walk / 24"CAP & Storm MH)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Survey Layout for LWDD Grading	1.0	LS	$ 1,785.00	$ 1,785.00
GRAND TOTAL					**$1,785.00**

NOTES:

Additionally, time extension request for the scheduling of the survey crew and work completed by LWDD of 81 calendar days, and 60 days to project close out for a total of 141 days.

PROJECT TITLE: Canal Road Improvements Phase II
CONTRACTOR: DP Development, LLC

PERIOD TO: 3/31/2020
APPLICATION NO.: 7

SCHEDULE OF VALUES AND WORK COMPLETED

A	B				C				D	E	F	G		H	I
						WORK COMPLETED									
ITEM NO.	DESCRIPTION OF WORK	CONTRACT QUANTITY	UNITS	CONTRACT UNIT PRICE	CONTRACT VALUE	PREVIOUS QUANTITY COMPLETED	QUANTITY COMPLETED THIS PERIOD	TOTAL QUANTITY COMPLETED TO DATE	$ TOTAL COMPLETED FROM PREV. APP.	$ AMOUNT COMPLETED THIS PERIOD	TOTAL VALUE STORED MATERIALS TO DATE	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	DRAINAGE														
1	MOBILZATION, DEMOBILIZATION & GENERAL CONDITIONS	1.00	LS	$ 16,450.00	$ 16,450.00	0.90	0.10	1.000	$ 14,805.00	$ 1,645.00	$ -	$ 16,450.00	100.00%	$ -	$ -
2	MAINTENANCE OF TRAFFIC	1.00	LS	$ 15,000.00	$ 15,000.00	0.90	0.10	1.000	$ 13,500.00	$ 1,500.00	$ -	$ 15,000.00	100.00%	$ -	$ -
3	NPDES COMPLIANCE	1.00	LS	$ 2,500.00	$ 2,500.00	0.90	0.10	1.000	$ 2,250.00	$ 250.00	$ -	$ 2,500.00	100.00%	$ -	$ -
4	SURVEY, LAYOUT & RECORD DRAWINGS	1.00	LS	$ 22,000.00	$ 22,000.00	0.90	0.10	1.000	$ 19,800.00	$ 2,200.00	$ -	$ 22,000.00	100.00%	$ -	$ -
5	GEOTECHNICAL TESTING	1.00	LS	$ 5,500.00	$ 5,500.00	0.90	0.10	1.000	$ 4,950.00	$ 550.00	$ -	$ 5,500.00	100.00%	$ -	$ -
6	CLEARING & GRUBBING	1.00	LS	$ 27,500.00	$ 27,500.00	1.00	0.00	1.000	$ 27,500.00	$ -	$ -	$ 27,500.00	100.00%	$ -	$ -
7	REMOVAL - EXISTING ASPHALT PAVEMENT	340.00	SY	$ 6.00	$ 2,040.00	87.56	0.00	87.560	$ 525.36	$ -	$ -	$ 525.36	25.75%	$ 1,514.64	$ -
8	REMOVAL - EXISTING CONCRETE	74.00	SY	$ 13.00	$ 962.00	21.33	0.00	21.330	$ 277.29	$ -	$ -	$ 277.29	28.82%	$ 684.71	$ -
10	ADJUST VALVE BOX, INSTGALL CONCRETE COLLAR	2.00	EA	$ 300.00	$ 600.00	2.00	0.00	2.000	$ 600.00	$ -	$ -	$ 600.00	100.00%	$ -	$ -
11	ADJUST INLET TOP	6.00	EA	$ 600.00	$ 3,600.00	6.00	0.00	6.000	$ 3,600.00	$ -	$ -	$ 3,600.00	100.00%	$ -	$ -
12	ADJUST MANHOLE TOP	1.00	EA	$ 900.00	$ 900.00	1.00	0.00	1.000	$ 900.00	$ -	$ -	$ 900.00	100.00%	$ -	$ -
13	TYPE "F" CURB W/ CURB PAD	675.00	LF	$ 24.00	$ 16,200.00	675.00	0.00	675.000	$ 16,200.00	$ -	$ -	$ 16,200.00	100.00%	$ -	$ -
14	TYPE "F" CURB - FLARED END	2.00	EA	$ 185.00	$ 370.00	2.00	0.00	2.000	$ 370.00	$ -	$ -	$ 370.00	100.00%	$ -	$ -
15	TYPE "F" CURB - STRAIGHT END	1.00	EA	$ 185.00	$ 185.00	1.00	0.00	1.000	$ 185.00	$ -	$ -	$ 185.00	100.00%	$ -	$ -
16	GUARDRAIL, INCLUDES 2" MISC. ASPHALT	2675.00	LF	$ 31.00	$ 82,925.00	2,675.00	0.00	2,675.000	$ 82,925.00	$ -	$ -	$ 82,925.00	100.00%	$ -	$ -
17	SEMINOLE SPEED HUMP	2.00	EA	$ 2,600.00	$ 5,200.00	2.00	0.00	2.000	$ 5,200.00	$ -	$ -	$ 5,200.00	100.00%	$ -	$ -
18	REMOVE SIGNS AND GUARDRAIL	2.00	EA	$ 800.00	$ 1,600.00	2.00	0.00	2.000	$ 1,600.00	$ -	$ -	$ 1,600.00	100.00%	$ -	$ -
19	6' CONCRETE DRIVEWAY	64.00	SY	$ 65.00	$ 4,160.00	64.00	0.00	64.000	$ 4,160.00	$ -	$ -	$ 4,160.00	100.00%	$ -	$ -
20	6" CONCRETE DUMPSTER PAD	8.00	SY	$ 116.00	$ 928.00	8.00	0.00	8.000	$ 928.00	$ -	$ -	$ 928.00	100.00%	$ -	$ -
782	SWALE CONSTRUCTION	1955.00	LF	$ 2.25	$ 4,398.75	1,955.00	0.00	1,955.000	$ 4,398.75	$ -	$ -	$ 4,398.75	100.00%	$ -	$ -
22	GUARDRAIL TYPE TL-2 CONNECTION TO BRIDGE	2.00	EA	$ 2,650.00	$ 5,300.00	2.00	0.00	2.000	$ 5,300.00	$ -	$ -	$ 5,300.00	100.00%	$ -	$ -
23	12" COMPACTED SUBGRADE	6800.00	SY	$ 7.25	$ 49,300.00	6,800.00	0.00	6,800.000	$ 49,300.00	$ -	$ -	$ 49,300.00	100.00%	$ -	$ -
24	8" LIMEROCK BASE	6480.00	SY	$ 13.00	$ 84,240.00	6,480.00	0.00	6,480.000	$ 84,240.00	$ -	$ -	$ 84,240.00	100.00%	$ -	$ -
25	1-1/2" SP 9.5 ASPHALT	6160.00	SY	$ 13.25	$ 81,620.00	6,116.00	0.00	6,116.000	$ 81,037.00	$ -	$ -	$ 81,037.00	99.29%	$ 583.00	$ -
26	PBC R/W ASPHALT (1" FC-9.5 OVER 1.5" SP)	16.00	SY	$ 60.00	$ 960.00	0.00	0.00	0.000	$ -	$ -	$ -	$ -	0.00%	$ 960.00	$ -
27	SIGNAGE AND STRIPING	1.00	LS	$ 8,600.00	$ 8,600.00	0.30	0.70	1.000	$ 2,580.00	$ 6,020.00	$ -	$ 8,600.00	100.00%	$ -	$ -
28	SOD - BAHIA	3800.00	SY	$ 4.55	$ 17,290.00	3,800.00	0.00	3,800.000	$ 17,290.00	$ -	$ -	$ 17,290.00	100.00%	$ -	$ -
29	MISCELLANEOUS RESTORATION	1	LS	$ 5,600.00	$ 5,600.00	1.00	0.00	1.000	$ 5,600.00	$ -	$ -	$ 5,600.00	100.00%	$ -	$ -
30	REMOVE & REPLACE UNSUITABLE MATERIAL	500	CY	$ 33.00	$ 16,500.00	500.00	0.00	500.000	$ 16,500.00	$ -	$ -	$ 16,500.00	100.00%	$ -	$ -
	Subtotal:				**$ 484,028.75**				**$ 468,121.40**	**$ 12,165.00**	**$ -**	**$ 480,286.40**	**99.23%**	**$ 3,742.35**	**$ -**
	ORIGINAL CONTRACT TOTAL:				**$ 484,028.75**				**$ 468,121.40**	**$ 12,165.00**	**$ -**	**$ 480,286.40**	**99.23%**	**$ 3,742.35**	**$ -**
	CHANGE ORDERS														
10	MOBILIZATION	1.00	LS	$ 3,300.00	$ 3,300.00	1.00	0.00	1.000	$ 3,300.00	$ -	$ -	$ 3,300.00	100.00%	$ -	$ -
15	SURVEY, LAYOUT & RECORD DRAWINGS	1.00	LS	$ 2,000.00	$ 2,000.00	1.00	0.00	1.000	$ 2,000.00	$ -	$ -	$ 2,000.00	100.00%	$ -	$ -
18	CLEARING & GRUBBING (STRIP & REMOVE)	1.00	LS	$ 1,500.00	$ 1,500.00	1.00	0.00	1.000	$ 1,500.00	$ -	$ -	$ 1,500.00	100.00%	$ -	$ -
40	24" CAP/DEMO EXISTING 18" CMP	48.00	LF	$ 177.00	$ 8,496.00	48.00	0.00	48.000	$ 8,496.00	$ -	$ -	$ 8,496.00	100.00%	$ -	$ -
50	4' DIAMETER TYPE "P" MANHOLE/TIE INTO EXISTING 18" CMP	1.00	EA	$ 8,975.00	$ 8,975.00	1.00	0.00	1.000	$ 8,975.00	$ -	$ -	$ 8,975.00	100.00%	$ -	$ -
100	REMOVE & REPLACE UNSUITABLE MATERIAL (Additional)	783.70	CY	$ 33.00	$ 25,862.10	783.70	0.00	783.700	$ 25,862.10	$ -	$ -	$ 25,862.10	100.00%	$ -	$ -
	Subtotal:				**$ 50,133.10**				**$ 50,133.10**	**$ -**	**$ -**	**$ 50,133.10**	**100.00%**	**$ -**	**$ -**
	CONTRACT TOTAL INCLUDING APPROVED CHANGE ORDERS:				**$ 534,161.85**				**$ 518,254.50**	**$ 12,165.00**	**$ -**	**$ 530,419.50**	**99.30%**	**$ 3,742.35**	**$ -**

Village of Palm Springs
E S T I M A T E / CHANGE ORDER R E C O R D

TASK # 206
Project: **Canal 11 Rd** **WO #** N/A
Plans: **Keshavarz**

DATE: 6/19/2020
PREPARED BY: WS
FILE: Canal 11 Rd Project Reconciliation

Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Amount w/ Subtotals	Extended Amount	Comments
	Final Contract Reconciliation											
1	**Contract Amount**											
2	DP Development - Original Amount	1	Ea		0		0	484,028.75	$484,028.75	$484,028.75		Contract
3	Change Order #1	1	Ea		0		0	24,271.00	$24,271.00	$24,271.00		Installation of N Side Structure
4	Change Order #2	1	Ea		0		0	25,862.10	$25,862.10	$25,862.10		Add'l Demucking
5	**SUBTOTAL**									**$534,161.85**		**Current Contract Amount**
6												
7	**Amount Billed Out**											
8	Amount Billed Thru Pay App #7	1	Ea		0		0	(530,419.50)	($530,419.50)	($530,419.50)		
9	**SUBTOTAL**									**($530,419.50)**		**Billed Out w/ Retainage**
10												
11	**Pending Change Order**											
12	*Change Order #3*											
13	Add	1	Ea		0		0	1,785.00	$1,785.00	$1,785.00		Add'l LWDD Canal Surveying
14	Credit	1	Ea		0		0	(3,742.35)	($3,742.35)	($3,742.35)		Reconciliation Credits
15	**SUBTOTAL**									**($1,957.35)**		**Change Order Amount**
16												
17	**Revised Contract Amount**											
18	Current Contract Amount	1	Ea					534,161.85	$534,161.85	$534,161.85		
19	Change Order #3	1	Ea					(1,957.35)	($1,957.35)	($1,957.35)		
20	**SUBTOTAL**									**$532,204.50**		**Final Contract Amount**
21												
22	**Final Reconciliation**											
23	Final Contract Amount	1	Ea		0		0	532,204.50	$532,204.50	$532,204.50		
24	Original Contract Amount (Subtracted)	1	Ea		0		0	(534,161.85)	($534,161.85)	($534,161.85)		
25	**TOTAL**									**($1,957.35)**	**($1,957.35)**	**Reconciliation Balance**
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
	Total Cost				$0.00		$0.00		$532,032.15		**($1,957.35)**	**Deductive Change Order Amount**

Change Order No. 2

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs
Contractor: DP Development of the Treasure Coast LLC
Engineer: Keshavarz and Associates
Project: Canal Road Improvements Phase II

Owner's Task Order No.: 206
Contractor's Project No.:
Engineer's Project No.: 16-1110
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: There were 783.7 CY of additional unsuitable materials found and removed over the 500 CY assumed within in the original contract

Attachments: *Change Order No. 2, Demucking – DP Development*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 484,028.75	Original Contract Times: Substantial Completion: November 10, 2019 Ready for Final Payment: December 10, 2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: $ 24,271.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 30 Ready for Final Payment: 30 days
Contract Price prior to this Change Order: $ 508,299.75	Contract Times prior to this Change Order: Substantial Completion: December 10, 2019 Ready for Final Payment: January 9, 2020 days or dates
[Increase] [Decrease] of this Change Order: $ 25,862.10	[Increase] [Decrease] of this Change Order: Substantial Completion: 7 Ready for Final Payment: 7 days or dates
Contract Price incorporating this Change Order: $ 534,161.85	Contract Times with all approved Change Orders: Substantial Completion: December 17, 2020 Ready for Final Payment: January 16, 2020 days or dates

RECOMMENDED:

By: _____
Engineer (if required)
Title: Project Manager
Date: 12/18/19

ACCEPTED:

By: _____
Beverly Smith (Authorized Signature)
Title: Mayor
Date: January 9, 2020

ACCEPTED:

By: _____
Contractor (Authorized Signature)
Title: GM
Date: 12/18/19

Approved by Funding Agency (if applicable)

By: _____ Date:
Title: _____

Change Order Request

DP Development, LLC

1014 S. Congress Ave. Palm Springs, Fl. 33406

Contact: Juan Palacio/Ron Richards

Phone: 561-650-1333

Quote To: Village of Palm Springs
Attention:

Job Name: Canal Rd-CO Req #2
Date of Plans:
Revision Date:

Phone: 561.641.3419
Email: wsanchez@vpsfl.org

Proposal Date: 12/17/19

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Remove and replace additional unsuitable material	783.7	CY	$33.00	$25,862.10
					$25,862.10

NOTES:
Based on agreement per field meeting held on 12/4/19

Change Order No. 1

Date of Issuance: Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 206

Contractor: DP Development of the Treasure Coast LLC
Contractor's Project No.:

Engineer: Keshavarz and Associates
Engineer's Project No.: 16-1110

Project: Canal Road Improvements Phase II
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: 1) Due to delays related to the land acquisition / swap with the Lake Worth Drainage District the notice-to-proceed has yet to be issued. The notice-to-proceed is anticipated to be issued within 60 days. No changes in the contract duration are required. No additional changes in contract price related to this delay are required. 2) Installation of drainage structure and new outfall to the L-11 Canal along the north side of the L-11 Canal within the Davis Road right-of-way.

Attachments: *Change Order Proposal No. 1 – DP Development*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 484,028.75	Original Contract Times: Substantial Completion: 90 Ready for Final Payment: 30 days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $ n/a	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: n/a Ready for Final Payment: n/a days
Contract Price prior to this Change Order: $ 484,028.75	Contract Times prior to this Change Order: Substantial Completion: 90 Ready for Final Payment: 30 days or dates
[Increase] [Decrease] of this Change Order: $ 24,271.00	**[Increase]** [Decrease] of this Change Order: Substantial Completion: 30 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: $ 508,299.75	Contract Times with all approved Change Orders: Substantial Completion: 120 days Ready for Final Payment: 30 days days or dates

RECOMMENDED:

By: _____
Engineer (if required)

Title: Project Manager

Date: 3/8/19

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title Mayor

Date 3/14/2019

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Title GENERAL MANAGER

Date 8/8/19

Approved by Funding Agency (if applicable)

By: _____

Title: _____

BID PROPOSAL Change Order Proposal 01

DP Development of the Treasure Coast LLC

1014 S. Congress Ave.
Palm Springs, Fl. 33406
Contact:
Phone:

Quote To:	**Village of Palm Springs** **226 Cypress Lane** **Palm Springs, FL. 33406**	Job Name: Date of Plans: Revision Date:	**Canal Rd. Improvements Phase II** **2/27/19**
Attention: Phone: Email:		Proposal Date:	**Change Order 01** **3/6/19**

Revised Plans (8' Walk / 24"CAP & Storm MH)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	3,300.00	3,300.00
15	Survey Layout and Record Drawings	1.00	LS	2,000.00	2,200.00
18	Clearing and Grubbing (strip & remove)	1.00	LS	1,500.00	1,500.00
40	24" C.A.P./Demo Existing 18" CMP	48.00	LF	177.00	8,496.00
50	4' DIA Type P MH/Tie into Ex 18" CMP	1.00	EA	8,975.00	8,975.00
GRAND TOTAL					$24,271.00

NOTES:
Plans by: Keshavarz & Associates

1) **No Sod / Seeding Restoration.**
2) **30 days added from the time of approved shop drawings**

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the 11th day of January in the year 2018 by and between Village of Palm Springs, Florida (hereinafter called OWNER) and DP DEVELOPMENT OF THE TREASURE COAST LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of furnishing all labor, equipment and materials for the Improvements to Canal Road Phase II as described in the Drawings and Specifications. Generally, the work includes installing approximately ½ mile of pavement and all other incidentals as indicated by the Drawings and specifications or as required to properly complete the project as planned.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Canal Road Improvement Phase II.

Article 2. ENGINEER

The Project has been designed by Keshavarz & Associates, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 90 days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the GENERAL CONDITIONS, and completed and ready for final payment in accordance with paragraph 14.07.B.1 of the GENERAL CONDITIONS within 120 days from the date when the Contract Time commences to run.

Article 4. LIQUIDATED DAMAGES

4.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified herein paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred and 00/100 dollars ($500.00) for each day that

expires after the time specified herein paragraph 3.1 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 5. CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID FORM attached as Section 00310 - Bid Form.

Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 16 of the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.03 of the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the GENERAL CONDITIONS.

6.2.1.1 Retainage shall be withheld from all progress payments in accordance with Florida Statutes 287.735(8), as follows:

i. Retainage in the amount of 10% of each progress payment up to completion of 50% of the contract amount.

ii. After meeting the 50% project completion milestone, retainage shall be reduced to 5% through completion if the following conditions are met:

The character and progress of the work meets contract requirements and is satisfactory to OWNER and ENGINEER.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.01 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price, inclusive of retainage withheld, as recommended by ENGINEER as provided in said paragraph 15.06.

6.4 OWNER shall adhere to the requirements of Florida's Prompt Payment Act (FS287.735).

Article 7. INTEREST

7.1 All monies not paid when due as provided in Article 17 of the GENERAL CONDITIONS shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized 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.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the SUPPLEMENTARY CONDITIONS as provided in paragraph 5.03 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph SC-5.03 of the SUPPLEMENTARY CONDITIONS of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 8.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the GENERAL CONDITIONS.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

9.1 This Agreement (pages 1 to 11, inclusive).

9.2 Exhibits to this Agreement, pages_____to_____, inclusive.

9.3 Performance and Payment Bonds, identified as exhibits Section 00610 - Public Construction Bond (Performance Bond) consisting of 1 page and Section 00620 - Payment Bond consisting of 1 page.

9.4 Notice of Award.

9.5 Section 00-700 - GENERAL CONDITIONS (pages 1 to 65, inclusive).

9.6 Specifications bearing the title Canal Road Improvements Phase II consisting of 3 Divisions and individual sections, as listed in table of contents thereof, August, 2017.

9.7 Drawings, consisting of a cover sheet and drawing sheets listed in the table of contents thereof, dated August 14, 2017.

Canal Road Improvements Phase II

9.8 Addenda numbers_____to_____, inclusive.

9.9 CONTRACTOR's Bid (pages 1 to 6, inclusive) included as Section 00310.

9.10 Section 00320 Schedule Subcontractor, page 1 to 1.

9.11 Section 00415 - Public Entity Crimes pursuant to Section 287.133(1995), Florida Statutes, on public entity crimes and consisting of 1 page.

9.12 Contractor's Sworn Statement on Drug-Free Workplace identified as Exhibit Section 00420 - Statement Under Section 287.087, Florida Statutes, on Drug- Free Workplace and consisting of pages 1 to 2.

9.13 Section 00425 - Non-Collusive Affidavit.

9.14 Insurance certificates per the requirements of Section 00815 - Supplementary Conditions, Article SC-6.03, and SC-6.05.

9.15 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __to , inclusive).

9.16 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the GENERAL CONDITIONS.

9.17 The documents listed in paragraphs 9.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 11.

The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the GENERAL CONDITIONS.

Article 10. MISCELLANEOUS.

10.1 Terms used in this Agreement which are defined in Article 1 of the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 OWNER and CONTRACTOR each binds itself, its partners, 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.

10.4 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, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

10.5 INDEPENDENT CONTRACTOR RELATIONSHIP. The CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract 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 Services.

10.6 ACCESS AND AUDITS. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE 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 CONTRACTOR'S place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

10.7 NONDISCRIMINATION. 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, marital status, or sexual orientation.

10.8 ENFORCEMENT COSTS. Except for mediation, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10.9 WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

10.10 PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.11 MATERIALITY. All provisions of the Contract shall be deemed material. In the event CONTRACTOR 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 VILLAGE may at its option and without notice terminate this Contract.

10.12 CONFLICT OF INTEREST. The CONTRACTOR 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 CONTRACTOR further represents that no person having any interest shall be employed for

said performance.

10.13 CONTINGENT FEES. The CONTRACTOR warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

10.14 ENTIRETY OF CONTRACTUAL AGREEMENT. The VILLAGE and the CONTRACTOR agree that this 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.

10.15 PUBLIC RECORDS: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the VILLAGE to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the VILLAGE would provide the records and at a cost that does not exceed the cost provided in 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.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the VILLAGE all said public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the VILLAGE in a format that is compatible with the information technology systems of the VILLAGE.

10.16 PALM BEACH COUNTY IG: In accordance with Palm Beach County Ordinance Number 2011-009, the CONTRACTOR acknowledges that the 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.

10.17 § 558.005 construction defect notice:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

In the event of a claim by OWNER relating directly or indirectly to construction defects, the CONTRACTOR and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

Signed and Sealed
in the Presence of:
FLORIDA

VILLAGE OF PALM SPRINGS,

By: _____
MAYOR Village Manager

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Attest: Kimberly M. Wynn
Kimberly Wynn Village Clerk

Approved as to form:

Village Attorney

Signed, Sealed and Witnessed
in the Presence of:

ANDREA CAPORALI

CONTRACTOR

DP DEVELOPMENT OF THE TREASURE COAST LLC

By: _____ (Seal)

PATRICK BORRICO, MANAGING MEMBER

DP DEVELOPMENT OF THE TREASURE COAST, LLC LIMITED LIABILITY SEAL Sept. 12, 2006 FLORIDA

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }

} SS:

COUNTY OF }

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract acknowledged that he/she executed the same.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

N/A

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }

} SS:

COUNTY OF }

On this _____ day of _____, 20___, before me personally came and appeared _____, to me known to me to be one of the members of the partnership of _____ described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

N/A

_____

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA)

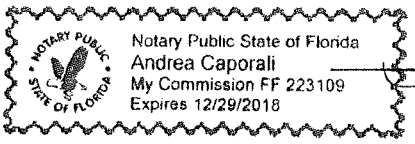
} SS:

COUNTY OF PALM BEACH)

On this 21ST day of DECEMBER, 2017, before me personally came and appeared PATRICK BORRICO, to me known, who being by me duly sworn, did depose and say that he/she resides at 1014 S CONGRESS AVE PALM SPRINGS FL 33406 that (he/she) is the MANAGING MEMBER of DP DEVELOPMENT OF THE TREASURE COAST LLC the corporation described in and which executed the foregoing instrument; that (he/she) knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that (he/she) is the proper official of said corporation designated to execute such contract, that (he/she) has authority so to do, that he executed same for and in behalf of said corporation, and this his act and deed of said corporation.

Witness my hand and official notarial seal at 1014 S CONGRESS AVE PALM SPRINGS FL 33406

_____ the day and year above written.



Notary Public

My Commission Expires: _____

STATE OF FLORIDA COUNTY OF PALM BEACH

The contract documents for Canal Road Improvements Phase II for Village of Palm Springs

Was acknowledged before me this _____ day of _____, 20____, by

_____ and _____ of the Village
Manager Village Clerk

Palm Springs, a municipal corporation of Florida, who are personally known to me and who did (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

_____
Name of Acknowledger Typed, printed or Stamped

_____
Title or Rank

END OF SECTION

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.8:

Approve Change Order No. 3 - Miller Road Drainage Improvements (Task Order No. 213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises, Inc.

SUMMARY:

On June 13, 2019, the Village Council approved the award of the construction for the Alemeda Drive and the Miller Road Drainage Improvements Projects (two separate drainage projects) to TCLM Enterprise, Inc. in the amount of $151,149.46.

Note: The awarded original contract was comprised of two (2) projects - Alemeda Drive ($80,359.46) and Miller Road ($70,790.00) for a total projected cost of $151,149.46. The Alemeda Drive Drainage Improvement Project has been completed and closed out previously [final total cost (engineering/design and construction) - $105,480.10].

On January 9, 2020, the Village Council approved Change Order No. 1 to the Village's contractor, TCLM Enterprises, Inc., to relocate the proposed storm drain structures and lines that conflicted with existing water main not previously identified on the project drawings. Since this project is partially grant-funded through Federal Emergency Management Agent (FEMA), the proposed change in contract amount had to be resubmitted to the State for approval (to increase the total reimbursement back to the Village). This approval from FEMA was obtained on April 22, 2020. Therefore, the contractor requested an additional 115 days be added to the contract time via Change Order No. 2, which the Village Council approved on May 14, 2020.

Due to the time that was required to receive approval from FEMA regarding the grant funding (and the resulting delay in commencement of the project), the contractor was required to move forward with other previous project commitments and they were not able to start the project

until the last week of July 2020. Upon re-mobilizing, another conflict was discovered with the Village's sewer laterals within the project area (daycare center located at Miller and 2nd Avenue and a residence to the west). Thus, resolving this issue will require the contractor to move the existing lateral pipes/lines within the right-of-way without encroaching into the roadway.

As a result, the Village's contracted engineer, Keshavarz & Associates, and the Public Service Department are recommending an amendment to the approved Task Order No. 213 (Change Order No. 3) with TCLM Enterprises to increase the project amount by $5,205.82 and extend the project completion date by an additional forty-two (42) calendar days (increasing total contract time from 366 days to 408 days) to September 23, 2020:

	Contract Amount (Miller Road)	**Contract Time (Miller Road & Alemeda Drive)**
Original Contract Amount	$70,790.00	90 days
Alemeda Drive - Change Order No. 1	$0.00	1 day
Miller Road - Change Order No. 1	$15,262.00	160 days
Miller Road - Change Order No. 2	$0.00	115 days
Miller Road - Proposed Change Order No. 3	$5,205.82	42 days
Revised Construction Contract Amount	**$91,257.82**	**408 days**

If approved, the total cost of construction for the Miller Road Drainage Improvements project within Task Order No. 213 will increase to $91,257.82 and the revised total contract time will be increased to 408 days. An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary. 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.

No additional change orders are anticipated for this project.

If approved, it is estimated that the proposed Miller Road Drainage Improvements project will be completed by mid-September 2020.

The proposed Change Order No. 3 was prepared by TCLM Enterprises, Inc., and reviewed by the Village Attorney, the Village's contracted engineer, the Public Service Director/Engineer, the Assistant Public Service Director/Engineer, the Public Service Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support Miller Road Drainage Improvements Project (Task Order No. 213) was provided within the Stormwater Enterprise Fund:

Allocated/Estimated Project Funding:

• FY 2019 Budget - Stormwater Enterprise Fund:	$168,000.00
• FY 2020 Budget - Stormwater Enterprise Fund:	$110,000.00
Total Approved Budget	**$278,000.00**

Expected Project Costs Engineering:

• Original Project Cost (Miller Road) - Stormwater Fund (TO No. 213):	$ 12,000.00
• Approved Change Order No. 1 (Miller Road) - Stormwater Fund (TO No. 213):	$ 9,600.00
Engineering Subtotal TO No. 213:	**$ 21,600.00**
• Original Project Cost (Alemeda Drive) - Stormwater Fund (TO No. 214):	$ 11,400.00
• Approved Change Order No. 1 (Alemeda Drive) - Stormwater Fund (TO No. 214):	$ 7,500.00
Engineering Subtotal TO No. 214:	**$ 18,900.00**
TOTAL PROJECT COST (REVISED) – ENGINEERING	**$ 40,500.00**

Expected Project Costs Construction:

• Original Project Cost (Miller Road) - Stormwater Fund (TO No. 213):	$ 70,790.00
• Change Order No. 1 (Miller Road) - Stormwater Fund (TO No. 213):	$ 15,262.00
• Change Order No. 2 (Miller Road) - Stormwater Fund (TO No. 213):	$ 0.00
• Proposed Change Order No. 3 (Miller Road) - Stormwater Fund (TO No. 213):	$ 5,205.82
Construction Subtotal TO No. 213:	**$ 91,257.82**

- Original Project Cost (Alemeda Drive) - Stormwater Fund (TO No. 214): $ 80,359.46

- Approved Change Order No. 1 (Alemeda Drive) - Stormwater Fund (TO No. 214): $ 6,220.64

Construction Subtotal TO No. 214: $ 86,580.10

TOTAL PROJECT COST (REVISED) – CONSTRUCTION $177,837.92

TOTAL REVISED PROJECT COST: $218,337.92

Note: The Village would be reimbursed 75% (up to $83,364) of the total cost (up to $111,152.00) for the Miller Road Drainage Improvements project by the Florida Department of Emergency Management (FEMA), with the Village being responsible for the remaining 25% ($27,788) of the project cost.

An internal budget transfer or amendment to support this proposed change order will be completed within the General 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/approved each year for these goods and services for the term of the contract.

ATTACHMENTS:
Proposed Change Order No. 3 - TCLM Enterprises
Change Order No. 2 - TCLM Enterprises
Change Order No. 1 - TCLM Enterprises
Executed Agreement - TCLM Enterprises

Change Order No. 3

Date of Issuance: 7/31/2020

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 213

Contractor: TCLM Enterprise, Inc.

Contractor's Project No.:

Engineer: Keshavarz & Associates

Engineer's Project No.: 16-111

Project: Miller Road Drainage Improvements

Contract Name: Alemeda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: This covers the work necessary to lower the 2 sewer laterals that are in conflict with the 24" RCP drainage pipe.

Attachments: *[List documents supporting change]* Change order proposal – TCLM Enterprise, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 70,790.00 (Total Contract $ 151,149.46)	Original Contract Times: Substantial Completion: October 11, 2019 Ready for Final Payment: November 10, 2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 : $ 15,262.00 (Total Contract = $21,482.64)	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 276 Days Ready for Final Payment: 276 Days days
Contract Price prior to this Change Order: $ 86,052.00 (Total Contract = $172,632.10)	Contract Times prior to this Change Order: Substantial Completion: July 13, 2020 Ready for Final Payment: August 12, 2020 days or dates
[Increase] [Decrease] of this Change Order: $ 5,205.82	[Increase] [Decrease] of this Change Order: Substantial Completion: 42 Ready for Final Payment: 42 days or dates
Contract Price incorporating this Change Order: $ 91,257.82 (Total Contract = $177,837.92)	Contract Times with all approved Change Orders: Substantial Completion: August 24, 2020 Ready for Final Payment: September 23, 2020 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: John Healy	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title	Title President
Date: 8/5/20	Date:	Date: 7/31/2020

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

DESCRIPTION: Miller Road, VOPS
Remove, lower, and replace sewer laterals

Item Description	Quantity	Labor	Equipment	Materials	Subcontract Work	Total
This Claim	1 ls	1,861.79	$ 2,018.96	$ 535.64	$ -	$ 4,416.39
	Totals	$ 1,861.79	$ 2,018.96	$ 535.64	$ -	$ 4,416.39

Total Work TCLM Ent., Inc.			$ 4,416.39
Contractor's Fee Per Contract Section -	15%		$ 662.46
		Subtotal "A"	$ 5,078.85
Total Work Subcontractors			$ -
Contractor's Fee Per Contract Section -	0.0%		$ -
		Subtotal "B"	$ -
		Total Cost A+B	$ 5,078.85
		Bond Cost 2.50%	$ 126.97

Total Change Order Amount $ 5,205.82

Total Change Order Day(s) 1

There is no roadway restoration included in this price. Pricing is based on excavation of the of the swale to perform this work.

DESCRIPTION:

Remove, lower, and replace sewer laterals

Labor

Description	Quantity		Hourly Rate		Extension
Superintendance	4	hr @ $	70.00	$	280.00
Foreman	8	hr @ $	60.00	$	480.00
Operator	0	hr @ $	24.00	$	-
Driver/Dump	0	hr @ $	23.50	$	-
Driver/Lowboy	0	hr @ $	22.00	$	-
Pipelayer	8	hr @ $	26.00	$	208.00
Tailman	8	hr @ $	25.00	$	200.00
Hillman	8	hr @ $	23.50	$	188.00
Laborer	0	hr @ $	12.50	$	-
			Subtotal	$	1,356.00
		Labor Burden @ 37.30%		$	505.79
			Total Labor	$	1,861.79

Equipment

Description	Quantity		Hourly Rate		Operating		Extension
Pick-up - Superint.	4	hr @ $	8.50	$	5.50	$	56.00
Pick-up - Foreman	8	hr @ $	8.50	$	5.50	$	112.00
Dump - 18 CY	0	hr @ $	45.00	$	25.00	$	-
	0	hr @ $	68.00	$	22.32	$	-
PC 35 MR3 Mini excavator	0	hr @ $	40.00	$	9.25	$	-
CX 50B Mini Excavator	0	hr @ $	45.00	$	9.85	$	-
Linkbelt Spin Ace	0	hr @ $	65.00	$	20.00	$	-
Komatsu PC300 HD-6 Track Hoe	0	hr @ $	150.00	$	32.50	$	-
Komatsu PC228 Track Hoe	0	hr @ $	85.00	$	33.50	$	-
Volvo ECR 145	8	hr @ $	75.00	$	30.00	$	840.00
WB 140 RT Backhoe Combo	0	hr @ $	29.00	$	7.17	$	-
Volvo L90G - Loader	0	hr @ $	80.00	$	20.20	$	-
Volvo L70G - Loader	0	hr @ $	78.00	$	19.00	$	-
Komatsu WA95-Loader	0	hr @ $	40.00	$	10.77	$	-
Komatsu WA 250 Loader	8	hr @ $	78.00	$	19.00	$	776.00
Case loader 321-E	0	hr @ $	60.00	$	18.00	$	-
Case Mini track loader	0	hr @ $	50.00	$	8.50	$	-
Komatsu mini track loader	0	hr @ $	50.00	$	9.00	$	-
Cat D-3 -III Dozer	0	hr @ $	18.00	$	9.77	$	-
Cat D-5 -II Dozer	0	hr @ $	43.00	$	11.45	$	-
SV 210 Roller	0	hr @ $	62.00	$	8.82	$	-
SD 40D Roller	0	hr @ $	60.00	$	10.00	$	-
DD 22 Roller	0	hr @ $	30.00	$	8.00	$	-

Wacker Compactor	4	hr	@	$	17.50	$	2.12	$ 78.48
Sweeper	0	hr	@	$	45.00	$	13.50	$ -
Asphalt Zipper	0	hr	@	$	60.00	$	18.50	$ -
Jet Pump	0	hr	@	$	35.00	$	16.50	$ -
Wellpoint Pump	0	hr	@	$	50.00	$	18.25	$ -
6" Hyd. Pump & Hose	0	hr	@	$	25.00	$	13.44	$ -
3" Diaph. Pump & Hoses	4	hr	@	$	10.00	$	2.25	$ 49.00
14" Cut-off Saw	4	hr	@	$	8.25	$	2.12	$ 41.48
Light Tower 20'	0	hr	@	$	5.85	$	1.05	$ -
Road Plates	0	hr	@	$	5.25	$	-	$ -
Small/Misc. Tools	4	hr	@	$	16.50	$	-	$ 66.00
Misc.	0	hr	@	$	-	$	-	$ -
							Total Equipment	$ 2,018.96

Material

Description	Quantity		Unit Cost		Extension
Pipe & Fittings	1 LS	@	$ 500.60	$	500.60
		@	$ -	$	-
		@	$ -	$	-
		@	$ -	$	-
		@	$ -	$	-
		@	$ -	$	-
		@	$ -	$	-
			Subtotal	$	500.60
			7% Sales Tax	$	35.04
			Total Material	$	535.64

Subcontract Work

Description	Quantity		Unit Cost		Extension
	0 ea	@	$ -	$	-
			Total Subcontract Work	$	-

FERGUSON WATERWORKS

FEL - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone: 561-844-3222
Fax: 561-848-7001

Deliver To: 561-248-1470 mario
From: Lance Merritt
Comments:

10:52:45 JUL 29 2020

FEL-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 561-844-3222
Fax: 561-848-7001

Bid No: B444598
Bid Date: 07/29/20
Quoted By: LCM

Cust Phone: 561-248-1470
Terms: NET 10TH PROX

Customer:
TCLM
TCLM ENTERPRISES
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Ship To:
TCLM
TCLM ENTERPRISES
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Cust PO#:

Job Name: MILLER ROAD

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	52	3.600	FT	187.20
MUL067326	6 PVC HW SWR GXG 45 ELL	4	25.300	EA	101.20
GMAX6OVERSIZE	6 MAX ADPT UNIV COUP *X	2	106.100	EA	212.20

Net Total:	$500.60
Tax:	$35.03
Freight:	$0.00
Total:	$535.63

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1208&on=52482

Change Order No. 2

Date of Issuance: 4/29/20
Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 213
Contractor: TCLM Enterprise, Inc.
Contractor's Project No.:
Engineer: Keshavarz & Associates
Engineer's Project No.: 16-1111
Project: Miller Road Drainage Improvements
Contract Name: Alemeda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: The Florida Division of Emergency Management sent notification that FEMA has approved the project modifications for the revised drainage installations. It is anticipated that the revised agreement will be added to the May Council agenda, therefore a 155 calendar day extension of the contract time is needed to finalize the project.

Attachments: *Change Order Proposal – TCLM Enterprises, Inc.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 70,790.00 (Total Contract = $151,149.46)	Original Contract Times: Substantial Completion: October 11, 2019 Ready for Final Payment: November 10, 2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: $ 15,262.00 (Total Contract = $21,482.64)	**[Increase]** [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 161 Ready for Final Payment: 161 days
Contract Price prior to this Change Order: $ 86,052 (Total Contract = $172,632.10)	Contract Times prior to this Change Order: Substantial Completion: March 20, 2020 Ready for Final Payment: April 19, 2020 days or dates
[Increase] [Decrease] of this Change Order: $ 0.00	**[Increase]** [Decrease] of this Change Order: Substantial Completion: 115 Ready for Final Payment: 115 days or dates
Contract Price incorporating this Change Order: $ 86,052.00 (Total Contract = $172,632.10)	Contract Times with all approved Change Orders: Substantial Completion: July 13, 2020 Ready for Final Payment: August 12, 2020 days or dates

RECOMMENDED:

By: Randy Wertepny
Engineer (if required)
Title: Project Manager
Date:

ACCEPTED:

By:
Owner (Authorized Signature)
Title: Mayor
Date: 5/14/2020

ACCEPTED:

By:
Contractor (Authorized Signature)
Title: President
Date: 4/29/2020

Approved by Funding Agency (if applicable)

By: Date:
Title:

Updated Bid

To: Village of Palm Springs

From: TCLM Enterprise, Inc.

Project: Miller Road Drainage Improvements

Bid Item	Description Of Work	Quantity	Unit	Unit Cost	Total Cost
M1	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
M2	Maintenance of Traffic	1	LS	$ 1,750.00	$ 1,750.00
M3	NPDES Compliance	1	LS	$ 1,400.00	$ 1,400.00
M4	Survey & Recoerd Drawings	1	LS	$ 3,500.00	$ 3,500.00
M5	Geotechnical Testing	1	LS	$ 1,350.00	$ 1,350.00
M6	Clearing & Grubbing	1	LS	$ 1,750.00	$ 1,750.00
	Remove existing 30" RCP	24	LF	$ 15.00	$ 360.00
M7	Support Wood power Pole	2	LS	$ 1,700.00	$ 3,400.00
M8	Remove & Re-Install sign	2	EA	$ 170.00	$ 340.00
	Remove & Reinstall (or replace)sign	1	LS	$ 2,500.00	$ 2,500.00
	Wind load calcs for new sign	1	LS	$ 1,750.00	$ 1,750.00
M9	Clean Existing Storm Structure	3	EA	$ 280.00	$ 840.00
M10	Clean Existing Storm Pipe	1	EA	$ 1,000.00	$ 1,000.00
M11	Asphalt Roadway Restoration	42	SY	$ 100.00	$ 4,200.00
M12	6" Concrete S/W w/ Mono 6" Curb	295	LF	$ 50.00	$ 14,750.00
M13	15" RCP	0	LF	$ 45.00	$ -
M14	24" RCP	312	LF	$ 55.00	$ 17,160.00
	30" RCP	24	LF	$ 73.00	$ 1,752.00
M15	Concrete Driveway Replacement	1	EA	$ 4,500.00	$ 4,500.00
	Additional Concrete Removal & Replace	400	SF	$ 10.00	$ 4,000.00
	Remove and reinstall fence	90	LF	$ 10.00	$ 900.00
	Remove Existing Tree	1	LS	$ 2,750.00	$ 2,750.00
M16	4" x 4" Type P MH	2	EA	$ 2,800.00	$ 5,600.00
M17	Connect to Existing Structure	2	EA	$ 1,250.00	$ 2,500.00
M18	Sod	500	SY	$ 4.00	$ 2,000.00
M19	Miscellaneous Restoration	1	LS	$ 500.00	$ 500.00
M20	Miscellaneous Restoration	1	LS	$ 500.00	$ 500.00
	TOTALS				$ 86,052.00

Original Bid

Miller Road Drainage Improvememts

Item	Description	Quantity	Unit	Unit Price	Cost
M1	MOBILIZATION	1	LS	$5,000.00	$5,000.00
M2	MAINTENANCE OF TRAFFIC	1	LS	$1,750.00	$1,750.00
M3	NPDES COMPLIANCE	1	LS	$1,400.00	$1,400.00
M4	SURVEY LAYOUT & RECORD DRAWINGS	1	LS	$3,500.00	$3,500.00
M5	GEOTECHNICAL TESTING	1	LS	$1,350.00	$1,350.00
M6	CLEARING & GRUBBING	1	LS	$1,750.00	$1,750.00
M7	SUPPORT WOOD POWER POLE	1	LS	$1,700.00	$1,700.00
M8	REMOVE & REINSTALL SIGN	2	EA	$ 170.00	$ 340.00
M9	CLEAN EXISTING STORM STRUCTURE	3	EA	$ 280.00	$ 840.00
M10	CLEAN EXISTING STORM PIPE	1	EA	$1,000.00	$1,000.00
M11	ASPHALT ROADWAY RESTORATION	42	SY	$ 100.00	$4,200.00
M12	6' CONCRETE SIDEWALK WITH MONOLITHIC C	295	LF	$ 50.00	$14,750.00
M13	15" RCP	10	LF	$ 45.00	$ 450.00
M14	24" RCP	312	LF	$ 55.00	$17,160.00
M15	CONCRETE DRIVEWAY REPLACEMENT	1	EA	$ 4,500.00	$ 4,500.00
M16	4'x4' TYPE P MANHOLE	2	EA	$ 2,800.00	$ 5,600.00
M17	CONNECT TO EX STRUCTURE	2	EA	$ 1,250.00	$2,500.00
M18	SOD	500	SY	$ 4.00	$2,000.00
M19	MISCELLANEOUS RESTORATIONS	1	LS	$ 500.00	$ 500.00
M20	Miscellaneous Restorations	1	LS	$ 500.00	$ 500.00
TOTAL MILLER ROAD BID AMOUNT				$ 27,704.00	$70,790.00

BID PROPOSAL FORM
00310-7

Change Order No. 1

Date of Issuance: 12/18/19 | Effective Date:

Owner: Village of Palm Springs | Owner's Task Order No.: 213
Contractor: TCLM Enterprise, Inc. | Contractor's Project No.:
Engineer: Keshavarz & Associates | Engineer's Project No.: 16-1111
Project: Miller Road Drainage Improvements | Contract Name: Alemeda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: During the initial phases of construction, it was discovered that there were existing utilities not located by the design ticket utility coordination and the existing water main was in a different location from the record drawings and in direct conflict with the proposed 24" storm line which is requiring the proposed storm line to be shifted north toward the limit of the right-away. The construction plans have been modified based upon the found locations of the utilities and the contractor has submitted a change order request for the plan modifications. This modification required the need for a drainage easement that should be approved at the January Council meeting and approval from the State for the plan modifications and as such 160 days is being added to the contract.

Attachments: *Change Order Proposal – TCLM Enterprises, Inc.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 70,790.00 (Total Contract = $151,149.46)	Original Contract Times: Substantial Completion: October 11, 2019 Ready for Final Payment: November 10, 2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0.00 (Total Contract = $6,220.64)	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 1 Ready for Final Payment: 1 days
Contract Price prior to this Change Order: $ 70,790 (Total Contract = $157,370.10)	Contract Times prior to this Change Order: Substantial Completion: October 12, 2019 Ready for Final Payment: November 11, 2019 days or dates
[Increase] [Decrease] of this Change Order: $ 15,262.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 160 Ready for Final Payment: 160 days or dates
Contract Price incorporating this Change Order: $ 86,052.00 (Total Contract = $172,632.10)	Contract Times with all approved Change Orders: Substantial Completion: March 20, 2020 Ready for Final Payment: April 19, 2020 days or dates

RECOMMENDED:
By: _____
Engineer (if required)
Title: Project Manager
Date: 12/18/19

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Mayor
Date: January 9, 2020

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Title: President
Date: 12/18/19

Approved by Funding Agency (if applicable)
By: _____ Date:
Title: _____

Updated Bid

To: Village of Palm Springs — From: TCLM Enterprise, Inc.

Project: Miller Road Drainage Improvements

Bid Item	Description Of Work	Quantity	Unit	Unit Cost	Total Cost
M1	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
M2	Maintenance of Traffic	1	LS	$ 1,750.00	$ 1,750.00
M3	NPDES Compliance	1	LS	$ 1,400.00	$ 1,400.00
M4	Survey & Recoerd Drawings	1	LS	$ 3,500.00	$ 3,500.00
M5	Geotechnical Testing	1	LS	$ 1,350.00	$ 1,350.00
M6	Clearing & Grubbing	1	LS	$ 1,750.00	$ 1,750.00
	Remove existing 30" RCP	24	LF	$ 15.00	$ 360.00
M7	Support Wood power Pole	2	LS	$ 1,700.00	$ 3,400.00
M8	Remove & Re-Install sign	2	EA	$ 170.00	$ 340.00
	Remove & Reinstall (or replace)sign	1	LS	$ 2,500.00	$ 2,500.00
	Wind load calcs for new sign	1	LS	$ 1,750.00	$ 1,750.00
M9	Clean Existing Storm Structure	3	EA	$ 280.00	$ 840.00
M10	Clean Existing Storm Pipe	1	EA	$ 1,000.00	$ 1,000.00
M11	Asphalt Roadway Restoration	42	SY	$ 100.00	$ 4,200.00
M12	6" Concrete S/W w/ Mono 6" Curb	295	LF	$ 50.00	$ 14,750.00
M13	15" RCP	0	LF	$ 45.00	$ -
M14	24" RCP	312	LF	$ 55.00	$ 17,160.00
	30" RCP	24	LF	$ 73.00	$ 1,752.00
M15	Concrete Driveway Replacement	1	EA	$ 4,500.00	$ 4,500.00
	Additional Concrete Removal & Replace	400	SF	$ 10.00	$ 4,000.00
	Remove and reinstall fence	90	LF	$ 10.00	$ 900.00
	Remove Existing Tree	1	LS	$ 2,750.00	$ 2,750.00
M16	4" x 4" Type P MH	2	EA	$ 2,800.00	$ 5,600.00
M17	Connect to Existing Structure	2	EA	$ 1,250.00	$ 2,500.00
M18	Sod	500	SY	$ 4.00	$ 2,000.00
M19	Miscellaneous Restoration	1	LS	$ 500.00	$ 500.00
M20	Miscellaneous Restoration	1	LS	$ 500.00	$ 500.00
	TOTALS				$ 86,052.00

Original $70,790.00

Increase $15,262.00

Original Bid

Miller Road Drainage Improvements

Item	Description	Quantity	Unit	Unit Price	Cost
M1	MOBILIZATION	1	LS	$5,000.00	$5,000.00
M2	MAINTENANCE OF TRAFFIC	1	LS	$1,750.00	$1,750.00
M3	NPDES COMPLIANCE	1	LS	$1,400.00	$1,400.00
M4	SURVEY LAYOUT & RECORD DRAWINGS	1	LS	$3,500.00	$3,500.00
M5	GEOTECHNICAL TESTING	1	LS	$1,350.00	$1,350.00
M6	CLEARING & GRUBBING	1	LS	$1,750.00	$1,750.00
M7	SUPPORT WOOD POWER POLE	1	LS	$1,700.00	$1,700.00
M8	REMOVE & REINSTALL SIGN	2	EA	$ 170.00	$ 340.00
M9	CLEAN EXISTING STORM STRUCTURE	3	EA	$ 280.00	$ 840.00
M10	CLEAN EXISTING STORM PIPE	1	EA	$1,000.00	$1,000.00
M11	ASPHALT ROADWAY RESTORATION	42	SY	$ 100.00	$4,200.00
M12	6' CONCRETE SIDEWALK WITH MONOLITHIC C	295	LF	$ 50.00	$14,750.00
M13	15" RCP	10	LF	$ 45.00	$ 450.00
M14	24" RCP	312	LF	$ 55.00	$17,160.00
M15	CONCRETE DRIVEWAY REPLACEMENT	1	EA	$ 4,500.00	$ 4,500.00
M16	4'x4' TYPE P MANHOLE	2	EA	$ 2,800.00	$ 5,600.00
M17	CONNECT TO EX STRUCTURE	2	EA	$ 1,250.00	$2,500.00
M18	SOD	500	SY	$ 4.00	$2,000.00
M19	MISCELLANEOUS RESTORATIONS	1	LS	$ 500.00	$ 500.00
M20	Miscellaneous Restorations	1	LS	$ 500.00	$ 500.00
TOTAL MILLER ROAD BID AMOUNT				$ 27,704.00	$70,790.00

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and TCUM Enterprise, Inc ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: T*he project consists of furnishing all labor, equipment and materials for the Improvements to Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements as described in the Drawings and Specifications. Generally, the work includes installing approximately ½ mile of pavement and all other incidentals as indicated by the Drawings and specifications or as required to properly complete the project as planned.*

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Keshavarz & Associates, Inc.

3.02 The Owner has retained Keshavarz & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): See BID FORM attached as Section 00310 - Bid Form.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of

Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, the retainage will be reduced in accordance with Florida Statute 218.735; and

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 13, inclusive).
2. Performance bond Section 00610 - Public Construction Bond (Performance Bond) consisting of 1 page
3. Payment bond Section 00620 - Payment Bond consisting of 1 page
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 6, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages ___ to ___, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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 or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 *Indemnity*

A. 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.

B. 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.

C. 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 Statues. 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.

10.07 *Governing Law and Remedies*

A. 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.

B. 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.

10.08 *Office of the Inspector General*

A. 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.

10.09 *Public Records*

A. 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:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. 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 tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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.

4. 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.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability		
	1)	General Aggregate	$5,000,000
	2)	Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability		
	1)	General Aggregate	$2,000,000
	2)	Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a. Village of Palm Springs

10.11 *Audit By Village*

A. 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.

10.12 *Copies of Data/Documents*

A. 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.

10.13 *Ownership*

A. 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.

10.14 *Limitations of Liability*

A. 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.

10.15 *Enforcement Costs*

A. 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.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. 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.

10.18 *Damage to Persons or Property*

A. 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.

10.19 *Discrimination*

A. 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.

10.20 *Construction Defects*

A. 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.

10.21 *Termination*

a. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

b. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the VILLAGE is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the VILLAGE of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the VILLAGE's governing board in any fiscal year to pay the costs associated with the VILLAGE's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the VILLAGE to be, insufficient to pay the costs associated with the VILLAGE's obligations hereunder in any fiscal period, then the VILLAGE will notify CONTRACTOR of such occurrence and either the VILLAGE or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the VILLAGE of any kind whatsoever; however, VILLAGE shall pay CONTRACTOR for all services performed under this Agreement through the date of termination.

10.22 *Equal Opportunity Employment* CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off 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 setting forth this non-discrimination clause. This provision applies to all CONTRACTOR's subcontractors and it is the responsibility of CONTRACTOR to ensure subcontractor's compliance.

10.23 *Lobbying*

The Village falls under the Palm Beach County Lobbyist Registration Ordinance and all proposed CONTRACTORS must comply with that ordinance.

10.24 *Debarment and Suspension*

A completed "Certification Regarding Debarment and Suspension" is required prior to award. Upon request, the CONTRACTOR agrees to provide the VILLAGE with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and VILLAGE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/contract is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.25 *Energy efficiency*

The CONTRACTOR shall follow the standards and policies contained in the State of Florida Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/30/19 (which is the Effective Date of the Contract).

VILLAGE:	CONTRACTOR:
By:	By:
Title: Mayor	Title: President
	(Seal)
Attest:	Attest:
Title: Village Clerk	Title: Notary Public
Approved as to Form:	
Title: Village Attorney	

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

Address for giving notices:	Address for giving notices:
226 Cypress Lane	13720 Hamlin Blvd
Palm Springs FL, 33461	WPB, FL 33412

License No.: CGC046458
(where applicable)

SECTION 00502

CONTRACTOR'S CORPORATE RESOLUTION

OF TCLM Enterprise, Inc.
(Name of Corporation)

WHEREAS, THE VILLAGE OF PALM SPRINGS, an independent municipality of Palm Beach County, has requested bid to do certain work as further set out in its Bid Documents; and

WHEREAS, this corporation has submitted a bid in accordance with the aforementioned Bid Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by THE VILLAGE OF PALM SPRINGS for carrying out the work as set forth in this corporation's bid; and

WHEREAS, this corporation desires to enter into said Agreement with THE VILLAGE OF PALM SPRINGS;

THEREFORE, be it resolved, that Christine Love Basile the President (title) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of TCLM Enterprise, Inc. (name of corporation) a corporation duly organized and existing under the laws of the State of _____, having its principal place of business at 13720 Hamlin Blvd. WPB, FL 33412 duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 10th day of July, 2019, and now in full force and effect;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of July, 2019.

Secretary

(CORPORATE SEAL)

END OF SECTION

SECTION 00610

PUBLIC CONSTRUCTION BOND
(PERFORMANCE BOND)

BY THIS BOND, We, TCLM Enterprise, Inc., as PRINCIPAL,
and The Ohio Casualty Insurance Company, a corporation, as SURETY, are bound to the Village of Palm springs, Florida, a municipal corporation, hereincalled OWNER, in the sum of $ One Hundred Fifty One Thousand One Hundred Forty Nine Dollars and 46/100 for ($151,149.46) payment of which we bind ourselves, our heirs, personal representatives, successors andassigns, 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 Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements, 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 ofthe 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 fullforce.

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: TCLM Enterprise, Inc.

By: _____
(Principal)

(Seal)

Surety: The Ohio Casualty Insurance Company

By: _____
As Attorney in Fact Jarrett Merlucci
(Power of Attorney to be attached)

(Seal)

By: _____
(Florida Resident Agent) Jarrett Merlucci

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197997-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00620

PAYMENT BOND

BY THIS BOND, We, TCLM Enterprise, Inc. ,as PRINCIPAL, and The Ohio Casualty Insurance Company , a corporation, as SURETY, are bound to the Village of Palm springs, Florida, a municipal corporation, hereincalled OWNER, in the sum of $ One Hundred Fifty One Thousand One Hundred Forty Nine Dollars and 46/100 for ($151,149.46) payment of which we bind ourselves, our heirs, personal representatives, successors andassigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Promptlymakespaymentstoalllienorssupplyinglabor,materialand 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 Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements. The contract being made a part of this bond by reference;and

2. Pays OWNER all loss, damage, expenses, costs, and attorney'sfees, 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____.

(Seal)

(Seal)

Principal-Contractor: TCLM Enterprise, Inc.

By: _____ Pres.
(Principal)

Surety: The Ohio Casualty Insurance Company

By: _____
As Attorney in Fact Jarrett Merlucci
(Power of Attorney to be attached)

By: _____
(Florida Resident Agent) Jarrett Merlucci

END OF SECTION

The provisions and limitations of Section 255.05 Florida Statutes. including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197997-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.9: Authorize Sodium Hexametaphosphate Purchase Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – Carus Corporation.

SUMMARY:

The Public Service Department throughout the year has a need to purchase Sodium Hexametaphosphate, which is a critical chemical component in the water treatment process. Sodium Hexametaphosphate assists in preventing corrosion of the metal water treatment equipment and water distribution pipes ensuring that the Village provides high quality of water to our customers.

To ensure the lowest possible price, staff is recommending that the Village piggyback off of the current Palm Beach County Purchasing contract that was awarded to Carus Corporation. This selection by Palm Beach County was originally completed through a competitive selection process – Sodium Hexametaphosphate (bulk), purchase and delivery, term contract (RFQ 750785/MB – September 7, 2018).

The prosed price provided is as follows:

Sodium Hexametaphosphate	$0.96 per pound delivered

Note: The proposed contract would provide a decrease of $0.06 per pound from the previous piggyback contract with Carus Corporation [City of Coral Springs - Sodium Hexametaphosphate (bulk), purchase and delivery, term contract (Bid No.14-C-062F – May 1, 2014)] .

If approved, the Village would accept Carus Corporation's pricing by piggybacking Palm Beach County's contract including all terms, conditions and pricing therein. The term of the proposed contract would expire on November 15, 2020 and this is the first of three, additional one (1)

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.

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/Engineer, 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.

YTD Spent FY 2020: $6,300.00
Expected Total FY 2020 : $12,600.00

ATTACHMENTS:

Proposed Agreement - Carus Corporation
Approval to Piggyback - Carus Corporation
Palm Beach County - Change Order No. 1 (Renewal)
Palm Beach County - Contract Award
Palm Beach County - Bid Tabulation
Palm Beach County - Carus Corporation Bid Response
Palm Beach County - Invitation to Bid

AGREEMENT FOR THE PURCHASE AND DELIVERY OF SODIUM HEXAMETAPHOSPHATE

This Agreement for the purchase and delivery of sodium hexametaphosphate ("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 **Carus Corporation**, 315 Fifth Street, Peru, IL 61354 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 sodium hexametaphosphate; and,

WHEREAS, Palm Beach County awarded a contract for the purchase and delivery of sodium hexametaphosphate (RFQ # 750785/MB) ("PBCO 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 and delivery of sodium hexametaphosphate based on the terms and conditions of the PBCO Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept VENDOR's piggy-backing the PBCO 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. PBCO Contract. The PBCO 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 PBCO Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the PBCO Contract and pricing therein, the VENDOR shall provide sodium hexametaphosphate 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 PBCO 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. PBCO Contract including the RFP, 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 PBCO Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation per pound as stated in the PBCO Contract for sodium hexametaphosphate. VENDOR 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 PBCO 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 PBCO Contract, which is November 15, 2020. In the event the PBCO 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. Shall be as provided in the PBCO contract and applicable 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 Statues, 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 as set forth in the PBCO contract.

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: **CARUS CORPORATION**

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: _____

August 5, 2020

Mr. Paul Ward
Superintendent Utilities
Village of Palm Springs
260 Davis Road
Palm Springs, FL 33461

Dear Mr. Ward,

Per your email, this letter will serve as our offer from Carus LLC for Palm Springs, FL to piggyback off Palm Beach County, FL contract for Sodium Hexametaphosphate in 50 lb. bags. The price for the Sodium Hexametaphosphate is $0.96/lb. delivered.

This contract runs through November 15, 2020. This contract also has 3 x 1 year extensions remaining for a potential of 4 years total to piggyback.

Please let me know if you need anything further at this time.

Carus looks forward to working with the Village of Palm Springs now and in the near future.

Sincerely,

Barbie Smith

Barbie Smith
Inside Sales Manager

Carus Corporation
315 Fifth Street
Peru, IL 61354
815/223-1500 Telephone
815/224-6655 Fax

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

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

Form L

October 3, 2019

Carus Corporation
Maria Bergagna, Bid Specialist
313 5th Street
Peru, IL 61354

TERM CONTRACT # 750785A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #750785/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 11/16/2019 through 11/15/2020 and has an estimated dollar value of $43,560.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Vernetha Green, Water Utilities Department
File

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County
Board of County
Commissioners

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

Form L

September 28, 2018

Carus Corporation
Barbie Smith, Bid Channel Manager
315 Fifth Street
Peru, IL 61354

TERM CONTRACT #750785

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Sodium Hexametaphosphate, Purchase and Delivery based on:

[X] SOLICITATION # 750785/MB

The term of this contract is 11/16/2018 through 11/15/2019 and has an estimated dollar value of $39,600.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Vernetha Green, Water Utilities Department
File

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

Form J

DEPARTMENTAL EVALUATION FORM

DATE SENT: September 10, 2018	BUYER: Marva Brown
REFERENCE # RFQ 750785/MB	TITLE: Sodium Hexametaphosphate , Purchase and Delivery
USER DEPARTMENT: Water Utilities	USER CONTACT: Vernetha Green

EVALUATE ENCLOSED INFORMATION, SIGN, DATE AND RETURN BY: September 17, 2018

KEYS FOR DEPARTMENT'S EVALUATION (KEYS 2, 3 and 4 ONLY):

(2) RESPONSIVE AND RESPONSIBLE OFFERER MEETING SPECIFICATIONS
(3) NOT RESPONSIVE AND / OR RESPONSIBLE TO IFB / RFQ
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS

The following responses have been opened and are attached for your evaluation:

LIST OFFERERS FROM LOWEST TO HIGHEST	TOTAL OFFER	EVALUATION KEY ONLY (SEE ABOVE)
Carus Corp	$38,400	(2)
Sterling Water Technologies, LLC	$39,952	(2)
Shannon Chemical Corporation	$42,800	(2)
Chemrite, Inc	$43,600	(2)

If an offerer is deemed non-responsive, a ***detailed*** justification must be furnished below and / or attached. Generalities will not be accepted as sufficient justification.

REMARKS:

Signature: [signature]

Title: Operations Mgr WTPlants

Date: 9-11-2018

Vernetha M. Green, MBA, CPPB
Palm Beach County - WUD
Support Services Coordinator

SEP 24 2018

APPROVED

Vernetha M Green

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Carus Corporation
Company Reference Name:	City of Chicopee
The following information was verified with: (Name of Contact Person)	Glenn Smith 413-594-1870

1. What type of goods / services has the above Firm provided for your Company?

Notes: 50 lbs bags - phospate

How Long? multiple chemicals over the years..

What are the start and completion dates for goods / services provided?

Contract Start Date: ? Contract Completion Date: ? 1 yr w/ 2 options

What is / was the dollar amount spent for the goods / services?

2. Were you satisfied with the goods / services? Yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes [✓]

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[✓]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5. Would you recommend this Firm for future goods / services?

Yes [✓]

If no, explain why:

Comments: _____

Palm Beach County Department Signature: Kristena Pinto Date 9/11/18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Carus Corporation
Company Reference Name:	City of Lafayette
The following information was verified with: (Name of Contact Person)	Mike Boudreaux

1. What type of goods / services has the above Firm provided for your Company?

Notes: Sodium Hexametaphosphate

How Long? under contract by Fiscal year

What are the start and completion dates for goods / services provided?

Contract Start Date: | Contract Completion Date: City goes out for bid yearly.

What is / was the dollar amount spent for the goods / services?

2. Were you satisfied with the goods / services? Yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes [✓]

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5. Would you recommend this Firm for future goods / services?

Yes [✓]

If no, explain why:

Comments: _____

Palm Beach County Department Signature: Kristeena Pinto	Date 9/11/18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Carus Corp.
Company Reference Name:	City of Coral Springs, FL.
The following information was verified with: (Name of Contact Person)	Alvan Jones 954-817-2899 Superintendent of Plant

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes: Sodium Hexametaphosphate	
	How Long? 3 yrs	
	What are the start and completion dates for goods / services provided?	
	Contract Start Date:	Contract Completion Date:
	What is / was the dollar amount spent for the goods / services?	

2.	Were you satisfied with the goods / services? yes
	If no, explain why:

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?
	Yes [✓]
	If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	Would you recommend this Firm for future goods / services?
	Yes [✓]
	If no, explain why:

Comments: Very Responsive; Timely deliveries.

Palm Beach County Department Signature: Vernetha Green Date 9-18-18

QUALIFICATION OF VENDORS
REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:	Florida Keys Aqueduct	
ADDRESS:	35400 SW 192nd Avenue, Florida City, FL 33034	
CONTACT NAME:	Mary Clothier	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 305-242-2500 FAX: 305-242-2505	CELL PHONE: EMAIL: mclothier@fkaa.com
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2011 to the present	

REFERENCE NAME:	City of Chicopee	
ADDRESS:	1356 Burnett Road, Chicopee, MA 01020	
CONTACT NAME:	Glenn Smith	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 413-594-1870 FAX: 413-594-1577	CELL PHONE: EMAIL: gsmith@chicopeema.gov
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	8/1/2011 - 1/14/2018	

9-11 ✓

REFERENCE NAME:	City of Lafayette	
ADDRESS:	810 West Broussard, Lafayette, LA 70202	
CONTACT NAME:	~~John Leblanc~~ Mike Boudreaux	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 337-291-5910 FAX: 337-291-8072	CELL PHONE: EMAIL: jleblanc@lus.org
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2016 to the present	

9-11 ✓

FIRM NAME: Carus Corporation

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Sterling Water Tech.
Company Reference Name:	Golden State Water
The following information was verified with: (Name of Contact Person)	Roy Ditching 909-305-5427 x303

1. What type of goods / services has the above Firm provided for your Company?

Notes: Polyaluminum chloride; Polymer

How Long? 9 yrs

What are the start and completion dates for goods / services provided?

Contract Start Date:	Contract Completion Date:

What is / was the dollar amount spent for the goods / services?

2. Were you satisfied with the goods / services? yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes [ ] yes

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[X]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5. Would you recommend this Firm for future goods / services?

Yes [ ]

If no, explain why:

Comments: No issues.

Palm Beach County Department Signature: Demetha Green Date 9-19-18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Sterling Water Technologies LLC
Company Reference Name:	City of Oklahoma City
The following information was verified with: (Name of Contact Person)	Dennis Phillips 405-919-0783

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes: Zinc Ortho Polyphosphate	
	How Long?	
	What are the start and completion dates for goods / services provided? 4 yrs +	
	Contract Start Date:	Contract Completion Date: contract.
	What is / was the dollar amount spent for the goods / services? ?	

2.	Were you satisfied with the goods / services? Yes
	If no, explain why:

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?
	Yes [✓]
	If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[✓]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	Would you recommend this Firm for future goods / services?
	Yes [✓]
	If no, explain why:

Comments: _____

Palm Beach County Department Signature: Kristina Puto (Vmg)	Date 9/13/18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Sterling Water Tech.
Company Reference Name:	City of Beaumont, TX
The following information was verified with: (Name of Contact Person)	Barry miller 409-880-3785

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes: Sodium Hex	
	How Long? 3 yrs.	
	What are the start and completion dates for goods / services provided?	
	Contract Start Date:	Contract Completion Date:
	What is / was the dollar amount spent for the goods / services?	

2.	Were you satisfied with the goods / services? yes	
	If no, explain why:	

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?	
	Yes [✓]	
	If no, explain why:	

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	Would you recommend this Firm for future goods / services?	
	Yes [✓]	
	If no, explain why:	

Comments: No problems. Timely Deliveries.

Palm Beach County Department Signature: Jeneth Green	Date 9-24-18

QUALIFICATION OF VENDORS
REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:	City of Oklahoma City, OK	
ADDRESS:	Lake Draper Water Plant,13700 Draper RD., OKC, OK 73165	
CONTACT NAME:	~~Jim Crawford~~ Dennis Phillips	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 405-297-1555 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

9-13 ✓

REFERENCE NAME:	El Dorado Irrigation District	
ADDRESS:	2890 Mosquito Rd., Placervill, CA 95667	
CONTACT NAME:	Jannell	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 530-642-4125 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:	Golden State Water Company	
ADDRESS:	630 E. Foothill Blvd, San Dimas, CA 91773	
CONTACT NAME:	Laura Martinez	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 909-394-3600 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

9/19 ✓

FIRM NAME: Sterling Water Technologies LLC

Sterling Water Technologies LLC
P.O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Shannon Chemical Corporation
Company Reference Name:	City of Stuart
The following information was verified with: (Name of Contact Person)	Mike Conti 772-220-4731

1.	**What type of goods / services has the above Firm provided for your Company?**	
	Notes:	Sodium Hexametaphosphate
	How Long?	4 yrs +
	What are the start and completion dates for goods / services provided?	Contract is expired
	Contract Start Date:	**Contract Completion Date:** Unsure where it is in renewal process
	What is / was the dollar amount spent for the goods / services?	?

2.	**Were you satisfied with the goods / services?**	Absolutely
	If no, explain why:	

3.	**Did the above Firm have the proper equipment and personnel to provide the goods / services?**	
	Yes [✓]	
	If no, explain why:	

4. **How would you rate the Firm's overall performance in meeting your required needs? Check below:**

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[✓]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	**Would you recommend this Firm for future goods / services?**	
	Yes [✓]	
	If no, explain why:	

Comments: "No problems and never any shortages"

Palm Beach County Department Signature: Kristeena Pinto **Date** 9/13/18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Shannon Chemical Corporation
Company Reference Name:	City of Naples
The following information was verified with: (Name of Contact Person)	Bob Reeder 239-213-3005

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes: Zinc - Ortho- Polyphosphate	
	How Long?	
	What are the start and completion dates for goods / services provided? 8 years +	
	Contract Start Date:	Contract Completion Date:
	What is / was the dollar amount spent for the goods / services? Contracts run 1 yr with 2 renewals OR 2 yrs with 3 renewals	

2.	Were you satisfied with the goods / services? Yes
	If no, explain why:

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?
	Yes [✓]
	If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor:_____

5.	Would you recommend this Firm for future goods / services?
	Yes [✓]
	If no, explain why:

Comments:_____

Palm Beach County Department Signature: Kristeena Pinto	Date 9/11/18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Shannon Chemical Corporation
Company Reference Name:	City of Lake Worth
The following information was verified with: (Name of Contact Person)	Tim Sloan 561-586-1675

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes:	Zinc - Phosphate (Corrosion Inhibitor)
	How Long?	
	What are the start and completion dates for goods / services provided?	over 20 yrs
	Contract Start Date:	Contract Completion Date: Sole Source Contract.
	What is / was the dollar amount spent for the goods / services?	?

2.	Were you satisfied with the goods / services?	Yes
	If no, explain why:	

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?	
	Yes [✓]	
	If no, explain why:	

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[✓]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	Would you recommend this Firm for future goods / services?	
	Yes [✓]	
	If no, explain why:	

Comments: _____

Palm Beach County Department Signature: Kristeena Pinto	Date 9/13/18

QUALIFICATION OF VENDORS
REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:	City of Stuart	
ADDRESS:	1002 Palm Beach Road, Stuart, FL	
CONTACT NAME:	Mike	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 772-260-4731 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:	Corrosion Inhibitor	
CONTRACT DATES:	Current Supplier	

9-13 ✓

REFERENCE NAME:	City of Naples	
ADDRESS:	1000 Fleishmann Blvd, Naples, FL	
CONTACT NAME:	Bob Reeder	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 239-213-3005 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:	Corrosion Inhibitor	
CONTRACT DATES:	Current Supplier	

9-11 ✓

REFERENCE NAME:	City of Lake Worth	
ADDRESS:	301 S. College Street, Lake Worth, FL	
CONTACT NAME:	Tim Sloan	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-586-1675 FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:	Corrosion Inhibitor	
CONTRACT DATES:	Current Supplier	

9-13 ✓

FIRM NAME: Shannon Chemical Corporation

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Chemrite
Company Reference Name:	City of Dallas
The following information was verified with: (Name of Contact Person)	Gregory Jones 214-670-0922

1.	**What type of goods / services has the above Firm provided for your Company?**	
	Notes: 50 lbs + 5lbs Hypochloeite	
	How Long?	
	What are the start and completion dates for goods / services provided? ? over 10 yrs	
	Contract Start Date: ?	**Contract Completion Date:** ?
	What is / was the dollar amount spent for the goods / services? ?	

2.	**Were you satisfied with the goods / services?** Yes	
	If no, explain why:	

3.	**Did the above Firm have the proper equipment and personnel to provide the goods / services?**	
	Yes [✓]	
	If no, explain why:	

4. **How would you rate the Firm's overall performance in meeting your required needs? Check below:**

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[✓]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	**Would you recommend this Firm for future goods / services?**	
	Yes [✓]	
	If no, explain why:	

Comments: "Arron sales rep very easy to work with"

Palm Beach County Department Signature: Kristeena Pinto (Mrg)	**Date** 9-11-18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Chemrite
Company Reference Name:	City of Tampa
The following information was verified with: (Name of Contact Person)	Les Hanley

813-231-1301

1.	What type of goods / services has the above Firm provided for your Company?	
	Notes: Quicklime	
	How Long?	
	What are the start and completion dates for goods / services provided? 4 to 5 yes	
	Contract Start Date:	Contract Completion Date: just renewed
	What is / was the dollar amount spent for the goods / services? ?	

2.	Were you satisfied with the goods / services? Yes
	If no, explain why:

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?
	Yes [✓]
	If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5.	Would you recommend this Firm for future goods / services?
	Yes [✓]
	If no, explain why:

Comments: _____

Palm Beach County Department Signature: Kristeena Pinto	Date 9-11-18

Form V

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Chemrite
Company Reference Name:	Manatee County
The following information was verified with: (Name of Contact Person)	Jeff Blauser 941-792-8811 Lead Operator

1. What type of goods / services has the above Firm provided for your Company?

Notes: Delivery of Calcium Chloride

How Long? 3 yrs.

What are the start and completion dates for goods / services provided?

Contract Start Date:	Contract Completion Date:

What is / was the dollar amount spent for the goods / services?

2. Were you satisfied with the goods / services? yes

If no, explain why:

3. Did the above Firm have the proper equipment and personnel to provide the goods / services?

Yes [✓]

If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[✓]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

5. Would you recommend this Firm for future goods / services?

Yes [✓]

If no, explain why:

Comments: On time deliveries. Good company; NO issues.

Palm Beach County Department Signature: Demetha L Green Date 9-19-18

9-11 left message 9-13 left message

Form

REFERENCE CHECK
(One reference per sheet)
SOLICITATION #750785/MB Sodium Hexametaphosphate, Purchase and Delivery

Firm Name:	Chemrite
Company Reference Name:	Manatee County
The following information was verified with: (Name of Contact Person)	Jeff Blauser

941-792-8811 x) 5184

~~x 5184~~

941-795-3424

1.	What type of goods / services has the above Firm provided for your Company? Called 9-18-18	
	Notes:	
	How Long?	
	What are the start and completion dates for goods / services provided?	
	Contract Start Date:	Contract Completion Date:
	What is / was the dollar amount spent for the goods / services?	

2.	Were you satisfied with the goods / services?
	If no, explain why:

3.	Did the above Firm have the proper equipment and personnel to provide the goods / services?
	Yes [ ]
	If no, explain why:

4. How would you rate the Firm's overall performance in meeting your required needs? Check below:

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[ ]	[ ]	[ ]	[ ]

Explain why performance was fair or poor: _____

_____

5.	Would you recommend this Firm for future goods / services?
	Yes [ ]
	If no, explain why:

Comments: _____

_____

_____

Palm Beach County Department Signature:	Date

Chemrite
Chemical Treatment, Equipment & Filtration
5202 Belle Wood Court · Suite 104 · Buford, GA 30518
877.248.0017 ph · 770.271.4088 fax
www.chemrite.com

CHEMICAL REFERENCES

1. Lee County Utilities
   16101 Alico Road
   Ft. Myers, FL 33913
   Contact: Chad Denney retired 5yr ago.
   239-694-4038

2. Washington Surburban Sanitary Commission
   14510 Sweitzer Lane
   Laurel, MD 20707
   Contact: Leba Brown
   Bad # → 301-206-8799

3. Manatee County, FL
   1112 Manatee Avenue West
   Suite 803
   Bradenton, FL 34205
   Contact: Jeff Blauser
   941-795-3424

4. City of Clearwater, FL
   East Treatment Plant
   3141 Gulf To Bay Blvd
   Clearwater, FL 33759
   Contact: ~~Katie~~ Jack Sadowski
   727-462-6667

9-11 ✓ 5. City of Dallas, TX
   Yard 1
   2900 Municipal Street
   Dallas, TX 75215
   Contact: Tim Hollon
   214-670-0922

9-11 ✓ 6. City of Tampa
   Water Production Division
   7125 N. 30th Street
   Tampa, Florida 33610
   Contact: Leslie E. Hanley - Inventory Specialist 813-231-1301

7. Gloucester County Utilities Authority
   2 Paradise Road
   West Deptford, NJ 08066
   Contact: Ed Bowman
   $210K, Sodium Hydroxide
   856-423-3500

8. City of Griffin
   Still Branch Reservoir
   2045 Flat Shoals Road
   Concord, GA 30206
   Contact: Richard Shurley
   770-229-6436

9. Dekalb County
   1300 Commerce Drive
   Decatur, GA. 30030
   Contact: David Hayes
   $750K, Sodium Hydroxide
   770-808-2900

10. Cobb County
    100 Cherokee Street
    Suite 410
    Marietta, GA. 30090
    Contact: Reyes Placencia
    770-591-3165

11. USACE, Baltimore
    Dalecarlia WTP
    5900 MacArthur Blvd NW
    Washington, DC 20315-0220
    170K, Liquid Copper Sulfate
    Contact: John Peterson
    202-764-2727

12. City of Baltimore Public Works
    Montebello Filtration Plant
    3901 Hillen Road
    Baltimore, MD 21218
    Contact: Travis Minott
    $40K, Calcium thiosulfate
    410-463-7633

13. City of Danbury
    53 Newtown Rd.
    Danbury, CT 06810
    Contact: Bill Neville
    203-796-1637

Marva Brown

From: Vernetha Green <vgreen@pbcwater.com>
Sent: Monday, September 24, 2018 10:27 AM
To: Marva Brown
Subject: Department Evaluation - RFQ#750785, Sodium Hexametaphosphate
Attachments: Dept Evaluation - RFQ 750785, Sodium Hex; Sterling - Reference Check; Shannon - Reference Check; Carus - Reference Check; Chemrite - Reference Check

Hi Marva,

Please see attached.

Thanks,

Vernetha M. Green, MBA, CPPB, FCPM
Palm Beach County Water Utilities Department
Support Services Coordinator
WUD Procurement Division
Phone: (561) 493-6061
vgreen@pbcwater.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

RESPONSE PAGE
RFQ # 750785/MB

SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SODIUM HEXAMETAPHOSPHATE DELIVERED IN 50 POUND BAGS, AS SPECIFIED HEREIN BRAND OFFERED: Innophos' Sodium Hexametaphosphate, Glassy (Vitrafos) BRAND MODEL # OFFERED: 2412-004	40,000	LB	$ 0.96	$ 38,400.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part/model number offered matches the descriptive literature provided by vendor, per Term # 48? YES/INITIAL BS

Acknowledge Insurance requirements, per Term # 50? YES/INITIAL BS

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFQ)

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to the submission time.

Per General Term and Condition #33, if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the quoting entity)**	DATE:
Carus Corporation	September 6, 2018

* **SIGNATURE**: Barbie Smith	PRINT NAME: Barbie Smith PRINT TITLE: Bid Channel Manager

ADDRESS: 315 Fifth Street

CITY / STATE: Peru, IL ZIP CODE: 61354

TELEPHONE # (815) 223-1500	E-MAIL: bids@caruscorporation.com
TOLL FREE # (800) 435-6856	FAX #: (815) 224-6697

APPLICABLE LICENSE(S) NUMBER # F00000002688 TYPE: Authorization to transact business in FL.

FEDERAL ID # 36-0877400

DRUG-FREE WORKPLACE CERTIFICATION
RFQ #750785/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Barbie Smith **the**
(Individual's Name)

Bid Channel Manager **of** Carus Corporation
(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 Barbie Smith

September 6, 2018
Date

Revised - 11/16/16

CERTIFICATION OF BUSINESS LOCATION
RFQ # 750785/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) quoters having a permanent place of business in Palm Beach County ("County") or (2) quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the quoter to provide the goods/services being solicited by the County, and will be used to verify that the quoter had a permanent place of business prior to the issuance of the solicitation. The quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

In instances where the quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said quoters for additional information related to this requirement after the quote due date.

I. Quoter is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of quoter's County Business Tax Receipt verifies quoter's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Quoter)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the quoter on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the quoter.

_____ _____
(Signature) (Date)

State of Florida
Department of State

I certify from the records of this office that CARUS CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 15, 2000.

The document number of this corporation is F00000002688.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 29, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of August, 2016

Ken Detzner

Secretary of State

Tracking Number: CU1623995265

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Innophos

www.innophos.com

SODIUM HEXAMETAPHOSPHATE
REGULAR CHAIN
TECHNICAL GRADE

DESCRIPTION	Sodium Polyphosphates Glassy is an anhydrous, amorphous product. It is available in glass plates, in granular (crushed) and in powdered forms. It complies with the chemical specifications of the American Water Works Association standard B502-01. It has been certified by the NSF International for use in the treatment of drinking water at a maximum dosage of 11.1 mg/L.
USES	Leather √Water treating and preparation of hides for training Water Treatment √Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. Petroleum √ Deflocculating agent in oil well drilling muds. Refractory √ Binding agent Textile √ Sequestering agent used in processing of various goods.
NOMENCLATURE	Sodium Hexametaphosphate Sodium Polyphosphate, Glassy
FORMULA	$(NaPO_3)_n \bullet Na_2O$ ($_n$=average chain length)
CAS NUMBER (SOLUTE)	68915-31-1 10124-56-8 (alternate)
CAS INDEX NAME	Polyphosphoric Acid, Sodium Salt Sodium Hexametaphosphate (alternate)
E/INS NUMBER	452 (i)

Innophos, Inc.
P.O. Box 8000
Cranbury, NJ 08512-8000, USA

All information is offered in good faith, without guarantee or obligation for the accuracy or sufficiency thereof, or the results obtained, and is accepted at user's risk. Nothing herein shall be construed as a recommendation for uses which infringe valid patents or as extending license under valid patents.

Innophos

Innophos

www.innophos.com

SODIUM HEXAMETAPHOSPHATE
REGULAR CHAIN
TECHNICAL GRADE

RE-TEST DATE	24 months (In closed containers under warehouse conditions. Protect from temperature extremes.)
CERTIFICATES	Includes NAFTA, NSF and others.
LABEL DECLARATION	Sodium Polyphosphates
GRADE	Technical
MANUFACTURING LOCATION(S)	Waterway (Chicago, IL)
SHIPPING POINTS	Chicago Heights, IL
CONTAINERS	50 lb net weight paper bags (40 bags per pallet) Super Sack (2,000 lb sack, 1 per pallet) Other containers may be available upon request

SPECIFICATIONS

P_2O_5, %	65% min.	

TYPICAL PROPERTIES

pH (1% solution)	6.9		
Solubility (25° C)	Very soluble in water		
Average chain length	10		
Sieving %	Powered	Crushed	Glass
On 20 mesh	-	Trace	Plates having approximate size of:
On 60 mesh	2%	-	Width – ½ inch
Through 80 mesh	-	7%	Thickness – 1/8 inch
Through 100 mesh	90%	-	
Bulk density (loose) (lbs per cu/ft)	75	75	85

3/2/09

Innophos, Inc.
P.O. Box 8000
Cranbury, NJ 08512-8000, USA

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Innophos

SAFETY DATA SHEET

Sodium Hexametaphosphate

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, Uruguay (Decree 307/2009 as amended by Decree 346/2011), SDS standards for Brazil (ABNT NRB 14725-4: 2014), and European Directives

SECTION 1. PRODUCT IDENTIFICATION

1.1 TRADE NAME (AS LABELED): ***Sodium Hexametaphosphate***

SYNONYMS: Graham's Salt; Sodium Polymetaphosphate; Sodium Polyphosphates Glassy; Vitrafos; Sodium Hexametaphosphate Food Grade; Sodium Hexametaphosphate Tech Grade; Sodium Hexametaphosphate FCC; Sodium Hexametaphosphate EC; Sodium Hexametaphosphate Glass; Sodium Hexametaphosphate Granular; Sodium Hexametaphosphate Crushed; Sodium Hexametaphosphate Powder; Sodium Hexametaphosphate Regular Chain; Sodium Hexametaphosphate Medium Chain; Sodium Hexametaphosphate Long Chain

CAS#: 68915-31-1

EC NUMBER: 272-808-3

REACH PRE-REGISTRATION #: 05-2118797653-24-0000

1.2 PRODUCT USE: Water Treatment. Food: Sequestrant and preservative adjunct for use in dairy, beverage, and miscellaneous foods; Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. Petroleum: Deflocculating agent in oil well drilling muds. Textile: Sequestering agent used in processing of various goods. Refractory: Binding Agent.

1.3 MANUFACTURER'S NAME: **Innophos**

ADDRESS: 259 Prospect Plains Rd. Bldg A, Cranbury, NJ 08512

BUSINESS PHONE: 1-609-495-2495

WEB SITE INFORMATION: www.innophos.com

RESPONSIBLE PARTY - EU
Envigo Consulting Ltd
Woolley Road
Alconbury, Cambridgeshire PE28 4HS
United Kingdom
Info.consulting@envigo.com
Telephone (General) I +44 (0) 1954 212132

1.4 EMERGENCY PHONE NUMBERS:
800-424-9300 (CHEMTREC U.S. and Canada – 24 Hrs)
+1 703-527-3887 (CHEMTREC outside the USA and Canada – 24 Hrs)
615-386-7816 – Innophos Emergency Communication Team (ECT)
01-800-00214 00 (SETIQ in Mexico – 24 hrs)

DATE OF CURRENT REVISION: April 30, 2018

DATE OF LAST REVISION: March 7, 2014

SECTION 2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW: This product is a white powder with no odor.
Health Hazards: None anticipated.
Flammability Hazards: This product is not flammable.
Reactivity Hazards: None.
Environmental Hazards: This product is not expected to have adverse effects to the aquatic environment.

2.1 GHS LABELING AND CLASSIFICATION:

This product does not meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 and regulation (EU) No. 2015/830 and regulation (EC) No. 1272/2008.

Index Number:

EC# 272-808-3 is not listed in Annex VI

Substances not listed either individually or in group entries must be self-classified.

Component(s) Contributing to Classification(s)

None applicable

2.2 LABEL ELEMENTS

GHS Hazard Symbol(s)

None

Signal Word: **None**

GHS Hazard Classification(s):
Not Classified
Hazard Statement(s):
None
Prevention Statement(s):
None
Response Statement(s):
None
Storage Statement(s):
None
Disposal Statement(s):
None

2.3 OTHER HAZARDS:
None Applicable

SECTION 3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT %	CAS#	EINECS #	Hazard Classification
Polyphosphoric acids, sodium salts	100%	68915-31-1	282-808-3	None

4. FIRST-AID MEASURES

4.1 DESCRIPTION OF FIRST AID MEASURES:

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for several minutes. Remove contact lenses if present and easy to do. Continue rinseing for at least 15 minutes. Seek medical attention.

SKIN CONTACT: Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

INGESTION: If large quanties of this product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing skin, respiratoy system or eye problems may be aggravated by prolonged contact.

4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:
Exposure to skin and eyes may cause mechanical irritation.

4.3 RECOMMENDATIONS TO PHYSICIANS:
Treat symptoms and eliminate overexposure.

SECTION 5. FIRE-FIGHTING MEASURES

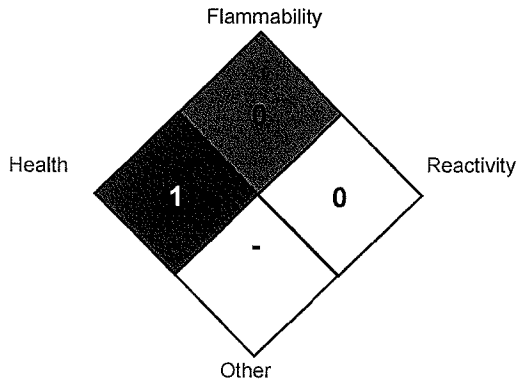
5.1 FIRE EXTINGUISHING MATERIALS:
Use fire extinguishing methods below:

Water Spray:	Yes	Carbon Dioxide:	Yes
Foam:	Yes	Dry Chemical:	Yes
Halon:	Yes	Other:	Any "C" Class

5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:
Under normal use, no special measures are required.
Explosion Sensitivity to Mechanical Impact: No
Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:
Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM

HEALTH HAZARD (BLUE)	1
FLAMMABILITY HAZARD (RED)	0
PHYSICAL HAZARD (YELLOW)	0

PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8

For Routine Industrial Use and Handling Applications

Hazard Scale: **0** = Minimal **1** = Slight **2** = Moderate **3** = Serious **4** = Severe * = Chronic hazard

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

6.2 ENVIRONMENTAL PRECAUTIONS:

If possible, prevent entry to sewers, storm drains, surface waters, and soils.

6.3 SPILL AND LEAK RESPONSE:

Spilled product should be removed immediately to avoid formation of dust. Remove by mechanical means (i.e. vacuuming). Dilute remainder with plenty of water (avoid formation of aerosols). Ensure sufficient ventilation. Wash contaminated clothing.

SECTION 7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

7.2 STORAGE AND HANDLING PRACTICES:

Keep away from incompatible materials. Keep in a dry, well-ventilated area in closed containers. Protect containers from physical damage.

7.3 SPECIFIC USES:

See Section 1.2.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA	EH40 TWA
Polyphosphoric acids, sodium salts	68915-31-1	Not Listed	Not Listed	Not Listed

PARTICULATES NOT OTHERWISE REGULATED RESPIRABLE FRACTION

	TWA		TWA
OSHA	5 mg/m^3	NOM 010 STPS 2015	3 mg/m3

PARTICULATES NOT OTHERWISE REGULATED TOTAL DUST

	TWA		TWA
OSHA	15 mg/m^3	NOM 010 STPS 2015	10 mg/m3

8.2 EXPOSURE CONTROLS:

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Not required for properly ventilated areas. Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION: Safety glasses or goggles are recommended. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

HAND PROTECTION: Gloves are recommended to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

BODY PROTECTION: Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

SECTION 9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a white powder
ODOR: Odorless
ODOR THRESHOLD: Not Available
pH: 7
MELTING/FREEZING POINT: 628°C(1162.4°F)
BOILING POINT: Not Available
FLASH POINT: Not available
EVAPORATION RATE (n-BuAc=1): Not Available
FLAMMABILITY (SOLID, GAS): Not Applicable
UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Available
VAPOR PRESSURE (mm Hg @ 20°C (68°F): Not Available
VAPOR DENSITY: Not Available
RELATIVE DENSITY: Not Available
SPECIFIC GRAVITY: Not Available
SOLUBILITY IN WATER: Soluble
WEIGHT PER GALLON: Not Available
PARTITION COEFFICENT (n-octanol/water): Not Available
AUTO-IGNITION TEMPERATURE: Not Available
DECOMPOSITION TEMPERATURE: Not Available
VISCOSITY: Not Available
OXIDIZING PROPERTIES: Not an Oxidizer
EXPLOSIVE PROPERTIES: Not Available

9.2 OTHER INFORMATION:

No additional information available at this time.

SECTION 10. STABILITY and REACTIVITY

10.1 REACTIVITY:

No data available.

10.2 STABILITY:

Stable under conditions of normal storage and use.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Will not occur.

10.4 CONDITIONS TO AVOID:

Dusting conditions, extreme humidity.

10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:
None known

10.6 HAZARDOUS DECOMPOSITION PRODUCTS:
Oxides of sodium and phosphorus.

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:

TOXICITY DATA:
CAS 68915-31-1: Oral-Rat LD50: 3053 mg/kg

Acute toxicity	Based on available data, the classification criteria are not met
Skin corrosion / irritation	Based on available data, the classification criteria are not met
Serious eye damage / irritation	Based on available data, the classification criteria are not met
Respiratory or skin sensitization	Based on available data, the classification criteria are not met
Germ cell mutagenicity	Based on available data, the classification criteria are not met
Carcinogenicity	Based on available data, the classification criteria are not met
Reproductive toxicity	Based on available data, the classification criteria are not met
STOT-single exposure	Based on available data, the classification criteria are not met
STOT-repeated exposure	Based on available data, the classification criteria are not met
Aspiration hazard	Based on available data, the classification criteria are not met

ROUTE OF EXPOSURE: The most significant routes of overexposure for this product are by contact with the skin or eyes. The symptoms of overexposure are described in the following paragraphs.

ACUTE:

INHALATION: None anticipated.

CONTACT WITH SKIN: Exposure to skin may cause mechanical irritation.

EYE CONTACT: Contact with the eyes may cause mechanical irritation.

INGESTION: Ingestion of large quantities may cause abdominal cramps, nausea, vomiting, diarrhea

CHRONIC: No data available.

TARGET ORGANS: Acute: Skin, Eyes **Chronic:** No data available.

SUSPECTED CANCER AGENT: Ingredients within this product are not found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, nor suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product may be irritating to skin and eyes.

SENSITIZATION TO THE PRODUCT: No information available for this product.

REPRODUCTIVE TOXICITY INFORMATION: No specific information is available concerning the effects of this product and its components on the human reproductive system.

SECTION 12. ECOLOGICAL INFORMATION

12.1 TOXICITY:
No specific data available on this product.

12.2 PERSISTENCE AND DEGRADABILITY:
No specific data available on this product.

12.3 BIOACCUMULATIVE POTENTIAL:
No specific data available on this product.

12.4 MOBILITY IN SOIL:
No specific data available on this product.

12.5 RESULTS OF PBT AND vPvB ASSESSMENT:
No specific data available on this product.

12.6 OTHER ADVERSE EFFECTS:
No specific data available on this product.

12.7 WATER ENDANGERMENT CLASS:
No data available. At present there are no ecotoxicological assessments for this product.

SECTION 13. DISPOSAL CONSIDERATIONS

13.1 WASTE TREATMENT METHODS:
Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

13.2 EU WASTE CODE:
Not determined.

SECTION 14. TRANSPORTATION INFORMATION

US DOT, IATA, IMO, ADR:

14.1 U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS: This product is classified (per 49 CFR 172.101) by the U.S. Department of Transportation, as follows.

UN IDENTIFICATION NUMBER: None
PROPER SHIPPING NAME: Non-Regulated Material
HAZARD CLASS NUMBER and DESCRIPTION: None
UN IDENTIFICATION NUMBER: None
PACKING GROUP: None
DOT LABEL(S) REQUIRED: None
NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER: None
RQ QUANTITY: None
MARINE POLLUTANT: The components of this product are not designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is not considered as dangerous goods.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is not considered as dangerous goods.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous goods

SECTION 15. REGULATORY INFORMATION

15.1 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE SUBSTANCE OR MIXTURE:
UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The components of this product are subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act as follows: None
U.S. SARA 311/312: None
U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product.
U.S. CERCLA REPORTABLE QUANTITY (RQ): None
U.S. TSCA INVENTORY STATUS: The components of this product are listed on the TSCA Inventory or are exempted from listing.
OTHER U.S. FEDERAL REGULATIONS: None known
CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): No ingredients in this product are on the Proposition 65 lists.

15.2 CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: Components are DSL Listed, NDSL Listed and/or are exempt from listing.
OTHER CANADIAN REGULATIONS: Not applicable.
CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all of the information required by those regulations.
CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is classified per WHMIS 2015 Controlled Product Regulations.

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does not meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.
See Section 2 for Details
CHEMICAL SAFETY ASSESSMENT :
No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

15.4 AUSTRALIAN INFORMATION FOR PRODUCT: Components of this product are listed on the International Chemical Inventory list.

15.5 JAPANESE INFORMATION FOR PRODUCT:

JAPAN INDUSTRIAL SAFETY AND HEALTH LAW: This product has been classified per the Japan Industrial Safety and Health Law. See Section 2 for the GHS Classification.

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:
Asia-Pac: Listed
Australian Inventory of Chemical Substances (AICS): Listed
Korean Existing Chemicals List (ECL): Listed
Japanese Existing National Inventory of Chemical Substances (ENCS): Listed
Philippines Inventory of Chemicals and Chemical Substances (PICCS): Listed
Swiss Giftliste List of Toxic Substances: Not Listed
U.S. TSCA: Listed
Mexican Inventory of chemical substances (NOM 010 STPS 2015): Listed

SECTION 16. OTHER INFORMATION

PREPARED BY: Chris Eigbrett
DATE OF PRINTING: April 30, 2018

MSDS to GHS Compliance
www.MSDStoGHS.com

The information contained herein is believed to be accurate but is not warranted to be so. Data and calculations are based on information furnished by the manufacturer of the product and manufacturers of the components of the product. Users are advised to confirm in advance of the need that information is current, applicable and suited to the circumstances of use. Innophos assumes no responsibility for injury to vendee or third party person proximately caused by the material if reasonable safety procedures are no adhered to as stipulated in the data sheet. Furthermore, Innophos assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.

END OF SDS SHEET

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, September 06, 2018** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=innophos&TradeName=vitrafos&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Innophos, Inc.
259 Prospect Plains Road
Building A
Cranbury, NJ 08512
United States
609-366-1238

Facility : Chicago, IL

Sodium Polyphosphates, Glassy

Trade Designation	*Product Function*	*Max Use*
Vitrafos® Food Chemicals Codex Grade	Corrosion & Scale Control Sequestering	11.1mg/L

Vitrafos® Technical Grade	Corrosion & Scale Control Sequestering	11.1mg/L

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 1 seconds

QUALIFICATION OF VENDORS
REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:	Florida Keys Aqueduct	
ADDRESS:	35400 SW 192nd Avenue, Florida City, FL 33034	
CONTACT NAME:	Mary Clothier	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 305-242-2500 **FAX:** 305-242-2505	**CELL PHONE:** **EMAIL:** mclothier@fkaa.com
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2011 to the present	

REFERENCE NAME:	City of Chicopee	
ADDRESS:	1356 Burnett Road, Chicopee, MA 01020	
CONTACT NAME:	Glenn Smith	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 413-594-1870 **FAX:** 413-594-1577	**CELL PHONE:** **EMAIL:** gsmith@chicopeema.gov
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	8/1/2011 - 1/14/2018	

REFERENCE NAME:	City of Lafayette	
ADDRESS:	810 West Broussard, Lafayette, LA 70202	
CONTACT NAME:	John Leblanc	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 337-291-5910 **FAX:** 337-291-8072	**CELL PHONE:** **EMAIL:** jleblanc@lus.org
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2016 to the present	

FIRM NAME: Carus Corporation

Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
RFQ #750785/MB

SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT

RFQ SUBMISSION DATE: SEPTEMBER 7, 2018 AT 4:00 P.M.

****** FAXED OR E-MAILED RESPONSES ACCEPTABLE ******

It is the responsibility of the vendor to ensure that all pages are included. Therefore, all vendors are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Palm Beach County Purchasing Department.

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 County.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Request for Quotation (RFQ)

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of quotes.

Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
REQUEST FOR QUOTATION

RFQ #750785/MB	**TITLE: SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT**
BUYER: Marva Brown	**PHONE (561) 616-6815**
FAX (561) 242-6715	**E-MAIL: mbrown@pbcgov.com**

****** FAXED OR E-MAILED RESPONSES ACCEPTABLE ******

To ensure that your offer is considered, it must be received in Palm Beach County Purchasing no later than 4:00 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 Vendors, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this RFQ 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 VENDORS

GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County) and Vendor.

1. CONDITIONED OFFERS

Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

2. MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

3. ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

4. EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

5. DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful vendor), the rights and obligations of the parties shall be those provided in "Termination For Convenience".

6. TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract.

7. 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 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.

8. 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 County and/or successful vendor.

9. FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

10. PAYMENT TERMS

In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful vendor's quote must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the purchase order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

11. INVOICING

Successful vendors **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services**.** Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

12. TAXES

The County is exempt from Federal and State taxes.

13. PURCHASE ORDER

The County 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.

14. ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor. Accordingly, payment will **only** be made to the company and the address as provided in the Vendor's offer unless prior written authorization is received from the County.

15. PRICING

(a) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
(b) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
(c) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
(d) Prices shall remain firm for the initial and any subsequent term.
(e) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
(f) In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly. **QUOTES HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE VENDOR PRIOR TO SUBMISSION TIME. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE RFQ SHALL BE REJECTED.**

16. DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

17. INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County.

18. QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

19. DISCRIMINATION PROHIBITED

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

20. LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

21. CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

22. PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County 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 Florida Statute 287.133 (3) (a).

23. SBE PROGRAM

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a vendor being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Contract Award Criteria
For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

Item 3 – SBE Certification
Only those firms certified as a small business enterprise by Palm Beach County at the time of quote submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the vendor to confirm the certification of any proposed SBE; therefore, it is recommended that vendors visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 4 – Decertification
As part of the consideration for quote award under the SBE Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

24. LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) quoters having a permanent place of business in Palm Beach County or (2) quoters having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

A. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible quoter is a non-Glades business, all quotes received from responsive, responsible Glades businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining ranking and award.

B. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to quoters having a permanent place of business in Palm Beach County. If the lowest responsive, responsible quoter is a non-local business; all quotes received from responsive, responsible local businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining ranking and award.

C. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a quoter must have a permanent place of business in existence prior to the County's issuance of this Request for Quotation. A permanent place of business means that the quoter's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the quoter has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the quoter will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the quoter is exempt from the business tax receipt requirement by law, and will be used to verify that the quoter had a permanent place of business prior to the issuance of this Request for Quotation. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the quote at the time of quote submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

25. INDEMNIFICATION

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract.

26. SAFETY DATA SHEETS (SDS)

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

27. ENDORSEMENTS

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

28. VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

29. PUBLIC RECORDS, ACCESS AND AUDITS

The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Order/Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Vendor's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor : **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Vendor shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Vendor is specifically required to:

(a) Keep and maintain public records required by the County to perform services as provided under this Order/Contract.
(b) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, 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, F.S. or as otherwise provided by law. The Vendor 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 Order/Contract term and following completion of the Order/Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
(d) Upon completion of the Order/Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records

required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Order/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 Order/Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Vendor 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. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Order/Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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 ORDER/CONTRACT, 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.

30. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER

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 County 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 County. Additionally, anytime after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract. The successful vendor warrants that the price(s) shall not exceed the successful vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful vendor offers more favorable pricing to one of its customer(s), the successful vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

31. PERFORMANCE DURING EMERGENCY

By submitting a response, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this order/contract. Vendor agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

32. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

33. BUSINESS INFORMATION

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

34. ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

35. CONFLICT OF INTEREST

Vendor 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 by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

36. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into an Order/Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting Order/ Contract from this Request for Quotation may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Order/Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Order/Contract renewal.

37. RFQ SUBMISSION

All responses must be submitted on the provided Request for Quotation "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten, or written in ink** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM WHERE INDICATED SHALL BE CAUSE FOR REJECTION OF THE RFQ.** Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble.

38. CERTIFICATIONS, LICENSES AND PERMITS

Unless otherwise directed by the Local Preference term stated above, or the Special Conditions of this RFQ, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the successful vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the successful vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

SPECIAL CONDITIONS

39. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

40. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

41. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

42. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

43. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion. Additional locations shall be based on price per pound offered on the Bid Response page, and shall not exceed the original expiration date of the contract. Additional sites may be subject to renewal options.

44. DELIVERY

Delivery shall be required within fifteen (15) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

45. AS SPECIFIED

A purchase order or term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

46. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

47. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

48. INFORMATION AND DESCRIPTIVE LITERATURE

Bidder shall enter the product name and number on the bid response page. If a bidder does not fill in the product name and number offered for any item, or enters any wording other than the product name and number, the item shall be rejected. **Additionally, the bidder shall submit with their bid response, cut sheets, sketches, descriptive literature and/or**

complete specifications for said item(s). Literature shall provide matching product numbers to those offered on the Bid Response page and sufficient detail to verify compliance to bid specifications. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

Note: At the sole discretion of Palm Beach County, samples may be requested, after bid submittal, to complete and/or verify compliance to bid specifications.

49. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

50. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
RFQ #750785/MB

SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Hexametaphosphate for Palm Beach County.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

The County shall off load with forklift. Pallets shall be capable of being off loaded by county personnel with a county owned forklift.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall adhere to the terms, conditions and requirements herein.

TECHNICAL REQUIREMENTS

Sodium Hexametaphosphate (Sodium Polyphosphate, Glassy) shall be in accordance with ANSI/AWWA B502-94 effective date August 1, 1995 or latest edition.

Per Section 2. of the AWWA:

Material: Section 2.2.1 Form and Size

Glass plates. Plates 1/16" to ¼" (1.6 mm to 6.3mm) thick and up to about 2" (50mm) across.

INFORMATION AND DESCRIPTIVE LITERATURE

Bidder shall enter the product name and number on the bid response page. If a bidder does not fill in the product name and number offered for any item, or enters any wording other than the product name and number, the item shall be rejected. **Additionally, the bidder shall submit with their bid response, cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide matching product numbers to those offered on the Bid Response page and sufficient detail to verify compliance to bid specifications.** The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

DELIVERY

Bags shall be palletized with 40 to 50 bags per pallet and shall be delivered in 50 pound multiwall paper bags.

CURRENT DELIVERY LOCATIONS:

Water Treatment Plant System #2
2956 Pinehurst Drive
West Palm Beach, FL 33467
Patti Brock (561) 968-9335

Water Treatment Plant System #8
1500 Jog Road
West Palm Beach, FL 33415
Tim McAleer (561) 233-1353

RESPONSE PAGE
RFQ # 750785/MB

SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SODIUM HEXAMETAPHOSPHATE DELIVERED IN 50 POUND BAGS, AS SPECIFIED HEREIN BRAND OFFERED:_____ BRAND MODEL # OFFERED:_____	40,000	LB	**$**_____	**$**_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part/model number offered matches the descriptive literature provided by vendor, per Term # 48? YES/INITIAL _____

Acknowledge Insurance requirements, per Term # 50? YES/INITIAL _____

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFQ)

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to the submission time.

Per General Term and Condition #33, if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

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 # _____	

DRUG-FREE WORKPLACE CERTIFICATION
RFQ #750785/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

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

CERTIFICATION OF BUSINESS LOCATION
RFQ # 750785/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) quoters having a permanent place of business in Palm Beach County ("County") or (2) quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the quoter to provide the goods/services being solicited by the County, and will be used to verify that the quoter had a permanent place of business prior to the issuance of the solicitation. The quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

In instances where the quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said quoters for additional information related to this requirement after the quote due date.

I. Quoter is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of quoter's County Business Tax Receipt verifies quoter's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Quoter)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the quoter on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the quoter.

_____ _____
(Signature) (Date)

QUALIFICATION OF VENDORS
REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **FAX:**	**CELL PHONE:** **EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **FAX:**	**CELL PHONE:** **EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **FAX:**	**CELL PHONE:** **EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.10: Authorize Emergency Purchase – Springdale Boulevard Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

SUMMARY:

The Public Service Department had a need to perform emergency repair services on a 6-inch sewer force main within the Springdale residential neighborhood on Springdale Boulevard. On June 25, 2020, the Public Service staff was alerted to a high level of sewage within the Springdale Lift Station. After a thorough investigation of both the station and the discharge sewer force main, a blockage was found within the 6-inch sewer force main.

In order to mitigate the risk to public safety and and limit the environmental impact of the leaking sewage, an immediate repair of the force main was needed. Due to the proximity of the force main to numerous residential properties, the lack of an isolation valve downstream on the force main and the need for a number of tanker trucks to pump down the lift station's sewage level, the scope of the repair exceeded the Village's equipment that was needed to safely perform the repairs. As a result, an emergency repair was performed by Hinterland Group, at an amount of $124,680, utilizing the existing and approved piggyback contract from the Indian River County authorized during the February 2020 Village Council meeting. This emergency purchase included all required labor, materials, heavy equipment and maintenance-of-traffic (MOT) necessary to complete the repair.

Work for the emergency repair began on June 25, 2020 and was successfully completed on June 27, 2020 (site cleanup was completed immediately following the completion of repairs). Throughout this process, Village staff ensured that the surrounding residents were kept informed (i.e., phone, email and road signs) about the progress of our emergency response. Further, all required State and Palm Beach County regulatory agencies were informed of the limited spill incident, and impacted waterways were sampled in accordance with all applicable regulations. No regulatory action has resulted from the incident.

Following review of this request, the Village Manager has approved this work as an Emergency Purchase and authorized the Public Service department to complete this work. As required under the Village's purchasing code, this item is now being brought before the Council for approval as it exceeds $25,000.00.

Further, as cited under the Village's Purchasing Code – Sec. 58-12 – Emergency Purchases, provides that emergency purchases or repairs including, but not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery may be made without following the required competitive selection purchase requirements set forth in this Purchasing Code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the Village Manager and provided a written explanation of the emergency to the Village Manager as early as possible, but not later than 24 hours after purchase with a copy provided to the finance department. Council approval or ratification shall be required when the amount of the emergency purchase exceeds either $25,000.00 or the emergency purchasing authority of the Village Manager as established by the Village Council from time to time, whichever is greater.

The Village has worked with this vendor previously; during this emergency repair, the vendor completed the sewer pipe repairs and provided excellent service.

FISCAL IMPACT:

Funds ($124,680) to support this emergency repair are available within the FY 2020 Budget – Water and Sewer Fund.

ATTACHMENTS:

Emergency Request to Repair Sewer Pipe - Springdale Boulevard - Invoice #20-0015-02 - Hinterland Group
Hinterland Group Tanker Hours Breakdown
Executed Village of Palm Springs Agreement -Hinterland Group
Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
Village Code - Section 58-12 - Emergency Purchases

Invoice

2051 W Blue Heron Blvd
Riveria Beach, FL 33404
accounting@hinterlandgroup.com

Date	Invoice #
7/7/2020	20-0015-02F

Project # 20-0015-02
Project Name: VPS-Emergency Pumping

Bill To

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Springdale 6" FM Emergency Repair

Customer ID	Contact	Purchase Order	Customer Job #	Due Date
VILLAGEPS1	Andrew Klausner	No PO Emergency		**7/21/2020**

Item #	Description	Qty	Unit	Rate	Amount
	Emergency Mobilization	1.00	LS	5,000.00	5,000.00
39	Bypass Via Pumper Truck	181.50	HR	300.00	54,450.00
40	Bypass Via Vac Con Pumper	143.00	HR	250.00	35,750.00
42	FM Installation 6"	24.00	LF	65.00	1,560.00
51	6" Mega-Lug Restraints	16.00	EA	120.00	1,920.00
57	6" Plug Valve	1.00	EA	1,200.00	1,200.00
107	6" DIP Fittings	7.00	EA	600.00	4,200.00
235	Three Man Pipe Crew	30.00	HR	320.00	9,600.00
243	Hydraulic Excavator	30.00	HR	150.00	4,500.00
	6" Linestop	1.00	EA	6,500.00	6,500.00
				Amount Billed	124,680.00
				TOTAL	**$124,680.00**

Remit to: **Hinterland Group Inc.**
2051 W Blue Heron Blvd
Riveria Beach, FL 33404

20-0015-02
City of Palm Springs Emergency Bypass
6/25/2020 to 6/27/2020
Listing of trucks and hours worked.
Hours 12 am to 12am

Truck		Vac Truck	TANKER	TANKER	Vac Truck	Vac Truck	TANKER	TANKER	TANKER	**Totals**	**REG**	**OT**
											7am-4pm	**4pm-7am**
25-Jun	REG									**0**	**0**	
	OT	4.5			2	3.5	3.5	3.5		**17**		**17**
		730pm to 12am			10pm to 12am	8:30pm to 12am	8:30pm to 12am	8:30pm to 12am				
26-Jun	REG				9	9	9	9		**36**	**36**	
					7am- 4pm	7am- 4pm	7am- 4pm	7am- 4pm				
	OT				11	15	15	15	4	**60**		**60**
					12am to 7am & 4pm to 8pm	12am to 7am & 4pm to 12am	12am to 7am & 4pm to 12am	12am to 7am & 4pm to 12am	12am to 7am & 4pm to 12am			
27-Jun	REG											
	OT		11.5	11.5	0	18.5	18.5	18.5	8	**86.5**		**86.5**
			7am to 6:30pm	7am to 6:30pm		12am-6:30pm	12am-6:30pm	12am-6:30pm	12am to 8am			
										TOTAL BILLABLE HOURS	**36**	**163.5**

AGREEMENT FOR LIFT STATION REHABILITATION SERVICES

This Agreement for lift station rehabilitation services ("Agreement" hereafter) is made as of the 13th day of February, 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 **Hinterland Group, Inc.**, 2501 W. Blue Heron Blvd., Riveria Beach, FL 33404, 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 perform lift station rehabilitation services for the VILLAGE; and,

WHEREAS, Indian River County through its competitive selection process awarded the Contract for lift station repair rehabilitation services (ITB 2019047) ("Indian River 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 performing lift station rehabilitation services based on the pricing and terms and conditions of the Indian River Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Indian River 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. Indian River Contract. The Indian River 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 Indian River County under the Indian River Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Indian River Contract and pricing therein, the CONTRACTOR shall perform lift station rehabilitation services as requested by the VILLAGE.

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;
C. Indian River 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 Indian River 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 Indian River 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 Indian River 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 Indian River Contract term which shall expire on June 4, 2022.

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 Statues. 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 of the Indian River 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 Statues, 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: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **HINTERLAND GROUP, INC.**

By: _____

Print Name: CHASE ROGERS

Title: PROJECT DIRECTOR

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of JAN, 2020 by CHASE ROGERS, as PROJECT DIRECTOR of Hinterland Group, Inc., a 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: Emily Meng
My commission expires: 07/19/2022

EMILY MENG
State of Florida-Notary Public
Commission # GG 240228
My Commission Expires
July 19, 2022

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
1	MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER $15,000 (per site)	LS	$ 2,500.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS $15,000-$40,000 (per site)	LS	$ 2,000.00
3	MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN $40,001 (per site)	LS	$ 1,500.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	$ 100.00
5	PUBLIC CONSTRUCTION BOND (UP TO $250,000) IF REQUIRED (per year)	LS	$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	$ 600.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	$ 600.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	$ 100.00
9	MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)	DAY	$ 50.00
10	INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way)	DAY	$ 250.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	$ 5.00
12	BARRICADE TYPE Ill w/ WARNING LIGHT	DAY	$ 5.00
13	MOT WARNING SIGNS	DAY	$ 5.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	$ 35.00
16	VARIABLE MESSAGE TRAILER	DAY	$ 65.00
17	TRAFFIC CONES	DAY	$ 3.00
18	FLAGMAN	HR	$ 40.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LFDA	$ 5.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	$ 150.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LFDA	$ 15.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	$ 50.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LFDA	$ 20.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	$ 50.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LFDA	$ 10.00
27	HAY BALES OR WATILES	LF	$ 5.00
28	STEEL PLATE (32 sq. ft per plate)	DAY	$ 25.00
29	LIGHT TOWER w/ GENERATOR	DAY	$ 50.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 300.00
31	4" BY-PASS PUMPING OPERATION	DAY	$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 300.00
34	6" BY-PASS PUMPING OPERATION	DAY	$ 700.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 10.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 500.00
37	12" BY-PASS PUMPING OPERATION	DAY	$ 1,200.00
38	12” BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	$ 250.00
41	Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 60.00
42	Force Main Installation – 6” DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 65.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**
43	Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 75.00
44	Force Main Installation – 10” DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 80.00

45	Force Main Installation – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	90.00
46	Force Main Installation – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	110.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	$	35.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	$	45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	$	85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	$	100.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	$	120.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	$	120.00
53	10” MEGA-LUG JOINT RESTRAINTS	EA	$	130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	$	180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	$	300.00
56	4” PLUG VALVE & VALVE BOX	EA	$	850.00
57	6" PLUG VALVE & VALVE BOX	EA	$	1,200.00
58	8” PLUG VALVE & VALVE BOX	EA	$	1,400.00
59	10” PLUG VALVE & VALVE BOX	EA	$	2,200.00
60	12” PLUG VALVE & VALVE BOX	EA	$	2,800.00
61	16” PLUG VALVE & VALVE BOX	EA	$	4,800.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	$	5.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK	SY	$	8.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	$	10.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	$	20.00
66	CLEAN IMPORT SAND BACKFILL	CY	$	25.00
67	FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)	CY	$	180.00
66	LIMEROCK STABILIZED BASE MATERIAL	CY	$	35.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	$	125.00
70	IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180	EA	$	100.00
71	Gravity Main Installation – 6” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
72	Gravity Main Installation – 8” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
73	Gravity Main Installation – 1O” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
74	Gravity Main Installation – 12” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
75	Gravity Main Installation – 16” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	100.00
76	6” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	65.00
77	8” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	70.00
78	10” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
80	~~16~~15" ~~PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)~~	LF	$	85.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
82	10” PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
83	12” PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
84	16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	90.00
85	4” FERNCO COUPLING w/ SHEAR RINGS	EA	$	45.00
86	6” FERNCO COUPLING w/ SHEAR RINGS	EA	$	65.00
87	8” FERNCO COUPLING w/ SHEAR RINGS	EA	$	75.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	$	85.00

89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	$ 100.00
90	16” FERNCO COUPLING w/ SHEAR RINGS	EA	$ 200.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	$ 50.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	$ 65.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	$ 100.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	$ 200.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	$ 250.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	$ 300.00
97	PIPE BEDDING - #57 STONE	CY	$ 30.00
98	Duplex Remote Terminal Unit, Complete	EA	$ 18,500.00
99	Duplex Remote Terminal Unit, Complete, Installed Only	EA	$ 6,000.00
100	Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	$ 30,000.00
101	Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	$ 26,000.00
102	Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	$ 28,000.00
103	Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	$ 32,000.00
104	Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	$ 62,000.00
105	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	$ 7,500.00
106	4” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 500.00
107	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 600.00
108	8” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 750.00
109	10” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 1,000.00
110	12” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 1,500.00
111	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	$ 1,100.00
112	6” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 1,400.00
113	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 1,500.00
114	10” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 2,100.00
115	12” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 2,400.00
116	~~STAINLESS STEEL 3” PRESSURE GAUGE & TAP~~	~~EA~~	$ N/A
117	~~2” ARI D-040 AIR RELEASE VALVE ASSEMBLY & 2” 316 STAINLESS STEEL BALL VALVE TAPPING SADDLE~~	~~EA~~	$ N/A
118	~~ARI D-025 AIR RELEASE STAINLESS STEEL & 2” 316 STAINLESS STEEL BALL VALVE TAPPING SADDLE~~	~~EA~~	$ N/A
119	2” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 350.00
120	3” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 400.00
121	4” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 450.00
122	6” CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	$ 500.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**
123	8” CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	$ 500.00
124	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 3,500.00
125	4” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 150.00
126	~~4” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)~~		$ N/A
127	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4” DISCHARGE PIPING	EA	$ 800.00
128	6” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 3,800.00
129	6” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 200.00
130	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6” DISCHARGE PIPING	EA	$ 800.00
131	8” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 4,500.00
132	8” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 225.00
133	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8” DISCHARGE PIPING	EA	$ 1,000.00
134	10” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 5,200.00
135	10” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 300.00
136	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10” DISCHARGE PIPING	EA	$ 1,200.00
137	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 6,000.00

138	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$	350.00
139	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	$	1,200.00
140	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	500.00
141	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	500.00
142	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	600.00
143	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	750.00
144	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	1,000.00
145	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	2,800.00
146	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	3,200.00
147	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	4,500.00
148	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	7,800.00
149	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	$	500.00
150	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	$	650.00
151	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	$	45.00
152	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	$	75.00
153	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	$	350.00
154	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	$	450.00
155	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	$	600.00
156	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	$	750.00
157	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	35.00
158	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	40.00
159	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	55.00
160	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	65.00
161	4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	$	400.00
162	6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	$	600.00
163	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	$	25.00
164	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
165	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
166	1O' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
167	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
168	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
169	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	$	50.00
170	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
171	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
172	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
173	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
174	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
175	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	$	10.00
176	4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, Per ~~vert~~ square ~~foot)~~	~~VF~~SF	$	20.00
177	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
178	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
179	1O' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
180	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
181	VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	$	20.00

182	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING {4-layer system, per sq. ft)	SF	$	30.00
183	6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	35.00
184	8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	35.00
185	10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	40.00
186	12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	40.00
187	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	30.00
188	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	35.00
189	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	35.00
190	10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	40.00
191	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	40.00
192	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	$	30.00
193	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	$	50.00
193	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	$	50.00
194	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	$	10.00
195	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	$	30.00
196	36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	2,800.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
197	48” x 60” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,500.00
198	48” x 72” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,800.00
199	54” x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,900.00
200	64” x 72” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	4,700.00
201	60” x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	4,500.00
202	72” x 84” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	5,500.00
203	4’’ DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	$	500.00
204	4” PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	$	550.00
205	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	$	700.00
206	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	$	4,500.00
207	ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	$	1,000.00
208	ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH	LF	$	1,000.00
209	ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH	LF	$	1,800.00
210	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	$	5,000.00
211	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	$	1,000.00
212	ADDITIONAL 5' 1.D. EXCAVATION 10'-14' DEPTH	LF	$	1,000.00
213	ADDITIONAL 5' 1.D. EXCAVATION 14'-18' DEPTH	LF	$	1,800.00
214	4" – 8” RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	$	850.00
215	10” - 16” RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	$	1,000.00
216	32” DIA USF 240 MANHOLE RING, FRAME & LID	EA	$	900.00
217	36” DIA USF 420 MANHOLE RING, FRAME & LID	EA	$	1,000.00
218	50” DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	$	1,800.00
219	JETTER, PUMPER OR VACUUM TRUCK	HR	$	225.00

220	SEWER VIDEO CCTV	HR	$	250.00
221	150 CFM COMPRESSOR & ACCESSORIES	DAY	$	75.00
222	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	$	2,500.00
223	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)	EA	$	100.00
224	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	$	500.00
225	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	$	50.00
226	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	$	500.00
227	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge)	DAY	$	20.00
228	DRIVEN METAL SHEET PILING (up to 10' depth}	LF	$	200.00
229	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	$	300.00
230	TRENCH SHORING BOX (min 4' x 12')	DAY	$	250.00
231	TRENCH SHORING BOX (min 6' x 12')	DAY	$	300.00
232	TRENCH SHORING BOX (min 8' x 12')	DAY	$	450.00
233	TWO MAN LANDSCAPE CLEARING CREW	HR	$	100.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
234	TWO MAN HAND EXCAVATION CREW	HR	$	160.00
235	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	$	320.00
236	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	$	65.00
237	DUMP TRUCK & DRIVER 15-18 CU YD	HR	$	120.00
238	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	$	450.00
239	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	$	300.00
240	SKID STEER LOADER & OPERATOR	HR	$	85.00
241	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	$	125.00
242	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	$	125.00
243	HYDRAULIC EXCAVATOR & OPERATOR (Cat ~~Class 054-0210 304 or equivalent~~)	HR	$	150.00
244	4” ON 6” OR 8” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	3,500.00
245	4” ON 10” OR 12” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,000.00
246	6” ON 8” OR 10” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,200.00
247	6” ON 12” OR 16” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,800.00
248	8” ON 10” OR 12” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	6,000.00
249	8" ON 16” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	7,800.00
250	~~CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH~~	~~EA~~	$	-
251	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	$	500.00
252	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	$	500.00
253	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	$	500.00
254	4" OR 6” DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	$	350.00
255	8' OR 10” DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	$	800.00
256	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	$	1,000.00
257	4” CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	$	6.00
258	6” CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	$	1,200.00
259	6” CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	$	8.00
260	12” STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR	SY	$	30.00
261	2” ASPHALT SURFACE COURSE REPAIR	SY	$	48.00
262	CONCRETE CURB	LF	$	50.00
263	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)	EA	$	800.00
264	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft)	SF	$	5.00
265	BAHIA SOD	SY	$	5.00
266	ST AUGUSTINE OR BERMUDA SOD	SY	$	6.00
267	PRESSURE WASHING	SF	$	5.00
268	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	$	2,500.00
269	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	$	300.00

270	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	$	400.00
271	ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH	VF	$	1,500.00
272	DUPLEX VALVE VAULT REMOVAL	CF	$	300.00
273	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4” DIA (non-hazardous)	LF	$	10.00
274	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48” DEEP & 4.5” - 6" DIA (non-hazardous)	LF	$	10.00
275	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60” DEEP & 6.5"-10" DIA (non-hazardous)	LF	$	12.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
276	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60” DEEP & 10.5” -16” DIA (non-hazardous)	LF	$	15.00
	Total per unit bid (sum of all above)	$		418,726.00

LFDA= LF per day

Will your company extend these prices to other governmental agencies within the State of Florida? **Yes** **No**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name:_____

Company Address: _____

City, State _____ Zip Code _____

Telephone:_____ Fax: _____

E-mail: _____

Business Tax Receipt Number:_____ FEIN Number: _____

Authorized Signature:_____ Date: _____

Name:_____ Title: _____

(Type / Printed)

Sec. 58-12. - Emergency purchases.

Emergency purchases or repairs include, but are not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery. Emergency purchases may be made without following the required competitive selection purchase requirements set forth in this purchasing code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the village manager and provided a written explanation of the emergency to the village manager as early as possible, but not later than 24 hours after the purchase with a copy provided to the finance department. Council approval or ratification shall be required at the next available regular or special meeting when the amount of the emergency purchase exceeds either $25,000.00 or the emergency purchasing authority of the village manager as set forth below.

Upon a declaration of a state of emergency by the village council or governor of the state the village manager shall have authority to contract up to a total of $50,000.00 for goods and services without village council approval and up to a total of $75,000.00 if a quorum of the village council is not available for a meeting within a 24-hour period of the emergency. All bidding requirements may be suspended, upon approval by the village manager, who shall still attempt to obtain quotes and proposals either verbally or in writing for comparative pricing.

(Ord. No. 2013-37, § 3, 1-9-2014; Ord. No. 2014-11, § 3, 7-10-2014; Ord. No. 2016-11, § 5, 7-14-2016)

Charter reference— Powers and duties of the village manager, § 4.04.

Cross reference— Emergency powers of the village manager, § 2-32.

Note— Former § 58-10. See editor's note, § 58-10.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 6.11:

Authorize Emergency Purchase – Florida Mango Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

SUMMARY:

The Public Service Department had a need to perform emergency repair services on a 12-inch sewer force main on Florida Mango Road. On July 1, 2020, the Public Service staff was alerted to a force main break in the area of Florida Mango Road and 10th Avenue. After inspection, a crack was identified within the existing 12-inch ductile iron sewer piping.

In order to mitigate the risk to public safety and limit the environmental impact of the leaking sewage, an immediate repair of the force main was needed. Due to proximity of the force main to a nearby pond/lake, the depth of the force main and the high ground water level, the scope of the repair exceeded the Village's equipment that was needed to safely perform the repairs. As a result, an emergency repair was performed by Hinterland Group, at an amount of $27,780) utilizing the existing and approved piggyback contract from the Indian River County authorized during the February 2020 Village Council meeting. This emergency purchase included all required labor, materials, heavy equipment and maintenance-of-traffic (MOT) necessary to complete the repair.

Work for the emergency repair began on June 1, 2020 and was successfully completed on June 2, 2020 (site cleanup was completed immediately following the completion of repairs). Throughout this process, Village staff ensured that the surrounding residents were kept informed (i.e., phone, email and road signs) about the progress of our emergency response. Further, all required State and Palm Beach County regulatory agencies were informed of the limited spill incident, and impacted waterways were sampled in accordance with all applicable

regulations. No regulatory action has resulted from the incident.

Following review of this request, the Village Manager has approved this work as an Emergency Purchase and authorized the Public Service department to complete this work. As required under the Village's purchasing code, this item is now being brought before the Council for approval as it exceeds $25,000.00.

Further, as cited under the Village's Purchasing Code – Sec. 58-12 – Emergency Purchases, provides that emergency purchases or repairs including, but not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery may be made without following the required competitive selection purchase requirements set forth in this Purchasing Code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the Village Manager and provided a written explanation of the emergency to the Village Manager as early as possible, but not later than 24 hours after purchase with a copy provided to the finance department. Council approval or ratification shall be required when the amount of the emergency purchase exceeds either $25,000.00 or the emergency purchasing authority of the Village Manager as established by the Village Council from time to time, whichever is greater.

The Village has worked with this vendor previously; during this emergency repair, the vendor completed the sewer pipe repairs and provided excellent service.

FISCAL IMPACT:

Funds ($27,780) to support this emergency repair are available within the FY 2020 Budget – Water and Sewer Fund.

ATTACHMENTS:

Emergency Request to Repair Sewer Pipe - Florida Mango Road - Invoice #20-0015-03F - Hinterland Group
Executed Village of Palm Springs Agreement - Hinterland Group
Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
Village Code - Section 58-12 - Emergency Purchases

Invoice

2051 W Blue Heron Blvd
Riveria Beach, FL 33404
accounting@hinterlandgroup.com

Date	Invoice #
7/7/2020	20-0015-03F

Project # 20-0015-03
Project Name: VPS- 12in FM Emergency

Bill To

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

FL Mango 12" FM Emergency Repair

Customer ID	Contact	Purchase Order	Customer Job #	Due Date
VILLAGEPS1	**Andrew Klausner**	**No PO Emergency**		**7/21/2020**

Item #	Description	Qty	Unit	Rate	Amount
	Emergency Mobilization	1.00	LS	5,000.00	5,000.00
45	FM Installation 12"	10.00	LF	90.00	900.00
54	12" Mega-Lug Restraints	4.00	EA	180.00	720.00
65	Excavation and Disposal of Unsuitable Soil	40.00	CY	20.00	800.00
66	Clean Backfill	40.00	CY	25.00	1,000.00
110	12" DIP Fittings	2.00	EA	1,500.00	3,000.00
222	Dewatering Pump and Wellpoint Setup	1.00	EA	2,500.00	2,500.00
224	Dewatering Pump and Wellpoint Operation	2.00	DAY	500.00	1,000.00
235	Three Man Pipe Crew	20.00	HR	320.00	6,400.00
237	Dump Truck	8.00	HR	120.00	960.00
241	Wheel Loader	20.00	HR	125.00	2,500.00
243	Hydraulic Excavator	20.00	HR	150.00	3,000.00
				Amount Billed	27,780.00
				TOTAL	**$27,780.00**

Remit to: **Hinterland Group Inc.**
2051 W Blue Heron Blvd
Riveria Beach, FL 33404

AGREEMENT FOR LIFT STATION REHABILITATION SERVICES

This Agreement for lift station rehabilitation services ("Agreement" hereafter) is made as of the 13th day of February, 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 **Hinterland Group, Inc.**, 2501 W. Blue Heron Blvd., Riveria Beach, FL 33404, 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 perform lift station rehabilitation services for the VILLAGE; and,

WHEREAS, Indian River County through its competitive selection process awarded the Contract for lift station repair rehabilitation services (ITB 2019047) ("Indian River 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 performing lift station rehabilitation services based on the pricing and terms and conditions of the Indian River Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Indian River 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. Indian River Contract. The Indian River 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 Indian River County under the Indian River Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Indian River Contract and pricing therein, the CONTRACTOR shall perform lift station rehabilitation services as requested by the VILLAGE.

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;
C. Indian River 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 Indian River 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 Indian River 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 Indian River 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 Indian River Contract term which shall expire on June 4, 2022.

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 Statues. 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 of the Indian River 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 Statues, 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: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **HINTERLAND GROUP, INC.**

By: _____

Print Name: CHASE ROGERS

Title: PROJECT DIRECTOR

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of JAN, 2020 by CHASE ROGERS, as PROJECT DIRECTOR of Hinterland Group, Inc., a 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: Emily Meng
My commission expires: 07/19/2022

EMILY MENG
State of Florida-Notary Public
Commission # GG 240228
My Commission Expires
July 19, 2022

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
1	MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER $15,000 (per site)	LS	$ 2,500.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS $15,000-$40,000 (per site)	LS	$ 2,000.00
3	MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN $40,001 (per site)	LS	$ 1,500.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	$ 100.00
5	PUBLIC CONSTRUCTION BOND (UP TO $250,000) IF REQUIRED (per year)	LS	$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	$ 600.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	$ 600.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	$ 100.00
9	MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)	DAY	$ 50.00
10	INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way)	DAY	$ 250.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	$ 5.00
12	BARRICADE TYPE Ill w/ WARNING LIGHT	DAY	$ 5.00
13	MOT WARNING SIGNS	DAY	$ 5.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	$ 35.00
16	VARIABLE MESSAGE TRAILER	DAY	$ 65.00
17	TRAFFIC CONES	DAY	$ 3.00
18	FLAGMAN	HR	$ 40.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LFDA	$ 5.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	$ 150.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LFDA	$ 15.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	$ 50.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LFDA	$ 20.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	$ 50.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LFDA	$ 10.00
27	HAY BALES OR WATILES	LF	$ 5.00
28	STEEL PLATE (32 sq. ft per plate)	DAY	$ 25.00
29	LIGHT TOWER w/ GENERATOR	DAY	$ 50.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 300.00
31	4" BY-PASS PUMPING OPERATION	DAY	$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 300.00
34	6" BY-PASS PUMPING OPERATION	DAY	$ 700.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 10.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	$ 500.00
37	12" BY-PASS PUMPING OPERATION	DAY	$ 1,200.00
38	12” BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	$ 250.00
41	Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 60.00
42	Force Main Installation – 6” DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 65.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**
43	Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 75.00
44	Force Main Installation – 10” DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$ 80.00

45	Force Main Installation – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	90.00
46	Force Main Installation – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	110.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	$	35.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	$	45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	$	85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	$	100.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	$	120.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	$	120.00
53	10” MEGA-LUG JOINT RESTRAINTS	EA	$	130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	$	180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	$	300.00
56	4” PLUG VALVE & VALVE BOX	EA	$	850.00
57	6" PLUG VALVE & VALVE BOX	EA	$	1,200.00
58	8” PLUG VALVE & VALVE BOX	EA	$	1,400.00
59	10” PLUG VALVE & VALVE BOX	EA	$	2,200.00
60	12” PLUG VALVE & VALVE BOX	EA	$	2,800.00
61	16” PLUG VALVE & VALVE BOX	EA	$	4,800.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	$	5.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK	SY	$	8.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	$	10.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	$	20.00
66	CLEAN IMPORT SAND BACKFILL	CY	$	25.00
67	FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)	CY	$	180.00
66	LIMEROCK STABILIZED BASE MATERIAL	CY	$	35.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	$	125.00
70	IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180	EA	$	100.00
71	Gravity Main Installation – 6” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
72	Gravity Main Installation – 8” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
73	Gravity Main Installation – 1O” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
74	Gravity Main Installation – 12” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
75	Gravity Main Installation – 16” DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	100.00
76	6” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	65.00
77	8” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	70.00
78	10” PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
80	~~16~~15" ~~PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)~~	LF	$	85.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	75.00
82	10” PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	80.00
83	12” PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	85.00
84	16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	$	90.00
85	4” FERNCO COUPLING w/ SHEAR RINGS	EA	$	45.00
86	6” FERNCO COUPLING w/ SHEAR RINGS	EA	$	65.00
87	8” FERNCO COUPLING w/ SHEAR RINGS	EA	$	75.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	$	85.00

89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	$ 100.00
90	16” FERNCO COUPLING w/ SHEAR RINGS	EA	$ 200.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	$ 50.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	$ 65.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	$ 100.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	$ 200.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	$ 250.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	$ 300.00
97	PIPE BEDDING - #57 STONE	CY	$ 30.00
98	Duplex Remote Terminal Unit, Complete	EA	$ 18,500.00
99	Duplex Remote Terminal Unit, Complete, Installed Only	EA	$ 6,000.00
100	Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	$ 30,000.00
101	Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	$ 26,000.00
102	Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	$ 28,000.00
103	Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	$ 32,000.00
104	Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	$ 62,000.00
105	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	$ 7,500.00
106	4” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 500.00
107	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 600.00
108	8” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 750.00
109	10” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 1,000.00
110	12” DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	$ 1,500.00
111	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	$ 1,100.00
112	6” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 1,400.00
113	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 1,500.00
114	10” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 2,100.00
115	12” PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	$ 2,400.00
116	~~STAINLESS STEEL 3” PRESSURE GAUGE & TAP~~	~~EA~~	$ N/A
117	~~2” ARI D-040 AIR RELEASE VALVE ASSEMBLY & 2” 316 STAINLESS STEEL BALL VALVE TAPPING SADDLE~~	~~EA~~	$ N/A
118	~~ARI D-025 AIR RELEASE STAINLESS STEEL & 2” 316 STAINLESS STEEL BALL VALVE TAPPING SADDLE~~	~~EA~~	$ N/A
119	2” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 350.00
120	3” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 400.00
121	4” DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36” height)	EA	$ 450.00
122	6” CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	$ 500.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**
123	8” CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	$ 500.00
124	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 3,500.00
125	4” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 150.00
126	~~4” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)~~		$ N/A
127	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4” DISCHARGE PIPING	EA	$ 800.00
128	6” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 3,800.00
129	6” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 200.00
130	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6” DISCHARGE PIPING	EA	$ 800.00
131	8” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 4,500.00
132	8” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 225.00
133	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8” DISCHARGE PIPING	EA	$ 1,000.00
134	10” HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 5,200.00
135	10” HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$ 300.00
136	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10” DISCHARGE PIPING	EA	$ 1,200.00
137	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	$ 6,000.00

138	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	$	350.00
139	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	$	1,200.00
140	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	500.00
141	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	500.00
142	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	600.00
143	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	750.00
144	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	$	1,000.00
145	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	2,800.00
146	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	3,200.00
147	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	4,500.00
148	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS ~~& 316 ST STL BASE PLATE~~	EA	$	7,800.00
149	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	$	500.00
150	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	$	650.00
151	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	$	45.00
152	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	$	75.00
153	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	$	350.00
154	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	$	450.00
155	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	$	600.00
156	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	$	750.00
157	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	35.00
158	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	40.00
159	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	55.00
160	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	$	65.00
161	4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	$	400.00
162	6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	$	600.00
163	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	$	25.00
164	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
165	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
166	1O' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
167	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
168	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
169	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	$	50.00
170	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
171	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
172	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
173	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
174	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	$	5.00
175	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	$	10.00
176	4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, Per ~~vert~~ square ~~foot)~~	~~VF~~SF	$	20.00
177	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
178	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
179	1O' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
180	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per ~~vert~~ square foot)	~~VF~~SF	$	20.00
181	VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	$	20.00

182	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING {4-layer system, per sq. ft)	SF	$	30.00
183	6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	35.00
184	8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	35.00
185	10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	40.00
186	12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	$	40.00
187	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	30.00
188	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	35.00
189	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	35.00
190	10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	40.00
191	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per ~~vertsquare foot)~~	~~VF~~SF	$	40.00
192	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	$	30.00
193	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	$	50.00
193	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	$	50.00
194	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	$	10.00
195	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	$	30.00
196	36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	2,800.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
197	48” x 60” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,500.00
198	48” x 72” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,800.00
199	54” x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	3,900.00
200	64” x 72” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	4,700.00
201	60” x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	4,500.00
202	72” x 84” ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	$	5,500.00
203	4’’ DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	$	500.00
204	4” PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	$	550.00
205	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	$	700.00
206	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	$	4,500.00
207	ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	$	1,000.00
208	ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH	LF	$	1,000.00
209	ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH	LF	$	1,800.00
210	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	$	5,000.00
211	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	$	1,000.00
212	ADDITIONAL 5' 1.D. EXCAVATION 10'-14' DEPTH	LF	$	1,000.00
213	ADDITIONAL 5' 1.D. EXCAVATION 14'-18' DEPTH	LF	$	1,800.00
214	4" – 8” RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	$	850.00
215	10” - 16” RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	$	1,000.00
216	32” DIA USF 240 MANHOLE RING, FRAME & LID	EA	$	900.00
217	36” DIA USF 420 MANHOLE RING, FRAME & LID	EA	$	1,000.00
218	50” DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	$	1,800.00
219	JETTER, PUMPER OR VACUUM TRUCK	HR	$	225.00

220	SEWER VIDEO CCTV	HR	$	250.00
221	150 CFM COMPRESSOR & ACCESSORIES	DAY	$	75.00
222	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	$	2,500.00
223	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)	EA	$	100.00
224	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	$	500.00
225	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	$	50.00
226	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	$	500.00
227	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge)	DAY	$	20.00
228	DRIVEN METAL SHEET PILING (up to 10' depth}	LF	$	200.00
229	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	$	300.00
230	TRENCH SHORING BOX (min 4' x 12')	DAY	$	250.00
231	TRENCH SHORING BOX (min 6' x 12')	DAY	$	300.00
232	TRENCH SHORING BOX (min 8' x 12')	DAY	$	450.00
233	TWO MAN LANDSCAPE CLEARING CREW	HR	$	100.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
234	TWO MAN HAND EXCAVATION CREW	HR	$	160.00
235	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	$	320.00
236	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	$	65.00
237	DUMP TRUCK & DRIVER 15-18 CU YD	HR	$	120.00
238	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	$	450.00
239	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	$	300.00
240	SKID STEER LOADER & OPERATOR	HR	$	85.00
241	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	$	125.00
242	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	$	125.00
243	HYDRAULIC EXCAVATOR & OPERATOR (Cat ~~Class 054-0210 304 or equivalent~~)	HR	$	150.00
244	4” ON 6” OR 8” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	3,500.00
245	4” ON 10” OR 12” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,000.00
246	6” ON 8” OR 10” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,200.00
247	6” ON 12” OR 16” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	4,800.00
248	8” ON 10” OR 12” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	6,000.00
249	8" ON 16” TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	$	7,800.00
250	~~CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH~~	~~EA~~	$	-
251	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	$	500.00
252	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	$	500.00
253	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	$	500.00
254	4" OR 6” DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	$	350.00
255	8' OR 10” DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	$	800.00
256	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	$	1,000.00
257	4” CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	$	6.00
258	6” CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	$	1,200.00
259	6” CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	$	8.00
260	12” STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR	SY	$	30.00
261	2” ASPHALT SURFACE COURSE REPAIR	SY	$	48.00
262	CONCRETE CURB	LF	$	50.00
263	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)	EA	$	800.00
264	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft)	SF	$	5.00
265	BAHIA SOD	SY	$	5.00
266	ST AUGUSTINE OR BERMUDA SOD	SY	$	6.00
267	PRESSURE WASHING	SF	$	5.00
268	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	$	2,500.00
269	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	$	300.00

270	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	$	400.00
271	ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH	VF	$	1,500.00
272	DUPLEX VALVE VAULT REMOVAL	CF	$	300.00
273	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4” DIA (non-hazardous)	LF	$	10.00
274	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48” DEEP & 4.5” - 6" DIA (non-hazardous)	LF	$	10.00
275	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60” DEEP & 6.5"-10" DIA (non-hazardous)	LF	$	12.00
Item No.	**Item Description (Furnish and Install)**	**Unit**	**Per Unit Price**	
276	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60” DEEP & 10.5” -16” DIA (non-hazardous)	LF	$	15.00
	Total per unit bid (sum of all above)	$		418,726.00

LFDA= LF per day

Will your company extend these prices to other governmental agencies within the State of Florida? **Yes** **No**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name:_____

Company Address: _____

City, State _____ Zip Code _____

Telephone:_____ Fax: _____

E-mail: _____

Business Tax Receipt Number:_____ FEIN Number: _____

Authorized Signature:_____ Date: _____

Name:_____ Title: _____

(Type / Printed)

Sec. 58-12. - Emergency purchases.

Emergency purchases or repairs include, but are not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery. Emergency purchases may be made without following the required competitive selection purchase requirements set forth in this purchasing code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the village manager and provided a written explanation of the emergency to the village manager as early as possible, but not later than 24 hours after the purchase with a copy provided to the finance department. Council approval or ratification shall be required at the next available regular or special meeting when the amount of the emergency purchase exceeds either $25,000.00 or the emergency purchasing authority of the village manager as set forth below.

Upon a declaration of a state of emergency by the village council or governor of the state the village manager shall have authority to contract up to a total of $50,000.00 for goods and services without village council approval and up to a total of $75,000.00 if a quorum of the village council is not available for a meeting within a 24-hour period of the emergency. All bidding requirements may be suspended, upon approval by the village manager, who shall still attempt to obtain quotes and proposals either verbally or in writing for comparative pricing.

(Ord. No. 2013-37, § 3, 1-9-2014; Ord. No. 2014-11, § 3, 7-10-2014; Ord. No. 2016-11, § 5, 7-14-2016)

Charter reference— Powers and duties of the village manager, § 4.04.

Cross reference— Emergency powers of the village manager, § 2-32.

Note— Former § 58-10. See editor's note, § 58-10.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.12:

Approve Firm Rankings & Authorize Agreement for Professional Services - RFP No. 2020R-002 – Impact Fee Study (FY2020 Budget Funded)

SUMMARY:

On May 14, 2020, the Village issued a Request for Proposals (RFP) to provide an update to the Village's Impact Fees (RFP No. 2020R-002) in accordance with Section 58-5, Competitive Selection Purchase Requirements, of Village Code. The purpose of this RFP was to enlist a qualified firm or professional to evaluate and modify the Village's current law enforcement and parks and recreation impact fees. [The Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated them by Resolution No 2012-53 on July 26, 2012.]

As a result of the RFP, the Village received five (5) response:

- BAE Urban Economics - Washington, DC
- *Raftelis Financial Consultants* - Maitland, FL
- *Tindale Oliver* - Tampa, FL
- TischlerBise - Bethesda, MD
- Willdan Financial Service, Orlando, FL

The seven members of the Impact Fee Study RFP Evaluation Committee, who were appointed by the Village Manager and included representatives from the Police, Parks & Recreation, Finance, and Planning, Zoning & Building Departments, as a member of the Parks & Recreation Advisory Board and a representative of the development industry, met on July 10, 2020 to review each submittal. Each firm's response was evaluated and scored based on:

- Qualifications
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability & Commitment
- Fees for Professional Services
- References

As a result, the Committee selected two (2) firms to interview on July 31, 2020 - the two firms listed above in italics and underlined were selected.

Following the presentations/interviews, the Committee re-scored the two (2) firms based on the original six (6) criteria listed above, confirmed the final rankings and selected the top firm, Tindale Oliver, to be best qualified to meet the needs of the Village.

Note: One member of the Committee was unable to attend and participate in the presentation/interview process due to a family emergency.

Note: All meetings were properly advertised and the PBC IG Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

A proposed Agreement for Professional Services, which was prepared by the Village Attorney and reviewed by the PZB Director and the Finance Director, is provided for the Council's review and consideration. Further, it is recommended that the the Village Council provide authorization to the Mayor to execute the Agreement for Professional Services between the Village and Tindale Oliver.

Within the FY 2020 Budget - General Fund the Village Council approved $3 0,000 to complete the proposed Impact Fee Study. Through the RFP process, the recommended firm, Tindale Oliver, provided a price of $29,985.49 to completed the proposed Study.

Note: The Tindale Oliver proposal states that all meetings to complete the proposed Study will be virtual due to the on-going COVID-19 pandemc. However, during the interview, Mr. Tindale clarified that they will attend in person for the two (2) planned Village Council meetings if the Village is no longer holding virtual meetings and CDC guidelines can be maintained. Thus, there would not be any change in pricing based on virtual or in-person meetings.

If approved, the Village would accept Tindale Oliver's terms, conditions and pricing in accordance with the submitted RFP package as well as the proposed Agreement. 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.

Each of the submitted RFP proposals and related documentation is available to be viewed (hard copy) within the Village Clerk's Office.

FISCAL IMPACT:

Funding to support an evaluation of the existing law enforcement and parks and recreation facility impact fees is available within the FY 2020 Budget. The study effort will extend into FY 2021 and will need to budget for these services the term of this contract.

ATTACHMENTS:

Proposed Agreement for Professional Services - Impact Fee Study
Exhibit "A" - RFP # 2020R-002 Proposal by Tindale Oliver
Village of Palm Springs - Request for Proposals (RFP) Impact Fee Study - RFP 2020R-002
Selection Committee Recommendation - Final
Selection Committee Recommendation - Shortlist
Impact Fee Study RFP Evaluation Committee Scoring Recommendation Memo
June 12, 2020 - E-Bid Responses
Impact Fee Study - RFP # 2020R-002 - Evaluation Committee Members

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this_____ day of_____, 20__, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and _____ hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

iii. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village . Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs

associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".

2. Invoice. The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village 's receipt of the Consultant 's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall , at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

    a. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include :

    a. Premises and/or Operations
    b. Independent Contractors
    c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
    d. Broad Form Property Damage
    e. Contractual Coverage applicable to this specific Agreement.
    f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

   a. Owned Vehicles
   b. Hired and Non-Owned Vehicles
   c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence of $1,000,000.00. Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) 'days' notice of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: ASSIGNMENT. The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES. The Consultant warrants that he/she 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 Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL. 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 THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village 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. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services

required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: 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, to 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 18: PUBLIC ENTITY CRIMES. Consultant 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs Attn: Village Manager 226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

_____
_____
_____
_____

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly

against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. 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 Agreement. 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.

SECTION 26: SURVIVABILITY. 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.

SECTION 27: COUNTERPARTS. This Agreement 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 Agreement.

SECTION 28: 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 CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit “A”, Consultant’s proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power

to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT. The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: PUBLIC RECORDS.

Consultant 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:

Keep and maintain public records required by the Village to perform the service.

1. 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.

2. 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 Village.

3. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village 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 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE,

SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable 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 Consultant against the Village and the Consultant 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

By:_____

_____
Village Clerk

Mayor

Approved as to Form:

_____
Village Attorney

WITNESSES:

By:_____
Printed Name:

_____
(Name Printed or Typed)

_____
(Name Printed or Typed)

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: _____

THE VILLAGE OF PALM SPRINGS

Impact Fee Study

RFP # 2020R-002
June 12, 2020

Tindale Oliver

planning | design | engineering

GREAT INSIGHTS. GREATER OUTCOMES.

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Cover Letter, Checklist & Acknowledgment of Addenda

Photo courtesy of www.vpsfl.org/gallery

RFP NUMBER AND TITLE

 # 2020R-002
Impact Fee Study for Village of Palm Springs

CONSULTANT NAME & ADDRESS

Tindale Oliver
1000 N. Ashley Drive
Suite 400
Tampa, FL 33602

DESIGNATED CONTACTS

Nilgün Kamp, AICP
Director of Public Finance
Role: Project Manager
(813) 224-8862
NKamp@tindaleoliver.com

Steven A. Tindale, P.E., FAICP
President
Role: Principal-in-Charge
(813) 224-8862
STindale@tindaleoliver.com

June 12, 2020

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

Dear Ms. Wynn:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver, is pleased to submit this proposal as an expression of interest in the Impact Fee Study for the Village of Palm Springs. Our team of professionals has extensive experience and knowledge in preparing impact fee studies for all program areas specified in your RFP, as well as several other public infrastructure areas.

Located in Palm Beach County, the Village of Palm Springs is the 12th largest city in Palm Beach County with a population of almost 24,000. Primarily due to an aggressive annexation program that included developed and occupied residential parcels, between 1997 and 2019 the Village area increased to 4.2 square miles, and its population has grown from 11,699 residents in 2000 to approximately 24,000 residents today. These annexations involved improved residential and commercial properties as well some vacant land. The increase in land area, businesses and residents has created an impact on law enforcement and community policing services and additional demand on Village parks, recreational facilities and programs. Given the importance of these services and fluctuations in ad valorem revenues, the Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated by Resolution No 2012-53 on July 26, 2012. At this time, to reflect the most current data, the Village is interested in a technical study that would update its impact fee programs.

In terms of philosophy and general approach, Tindale Oliver differentiates itself in the following three categories, and we have prepared this proposal based on these differentiators:

- Institutional Knowledge
- Insight
- Outcomes

Institutional Knowledge and Insight

Throughout our history, Tindale Oliver has earned a national reputation as a leader in impact fee studies and, more importantly, in their acceptance and implementation. We are a Florida-based firm that has successfully completed more than 350 impact fee studies. It is important to note that no impact fee study conducted by Tindale Oliver has ever been successfully challenged in any court system.

Tindale Oliver is unique in that most of our principals and senior professional staff are experienced in impact fees. **The founders and subsequent leaders of the firm come from public sector backgrounds and have operated multiple departments, with experience that translates into a practical understanding of issues that government officials face in planning, designing, financing and implementing projects.**

In addition, the Tindale Oliver Team includes engineers, economists, planners, and GIS specialists. This substantial experience ensures the dedication of resources that will result in a project that is completed on time and supported by reliable and accurate information.

In our proposal, we have included a map presenting the several Florida jurisdictions served by Tindale Oliver for impact fee studies, as well as several references. We encourage you to contact our clients. Tindale Oliver not only has significant Florida experience, but we have been **involved in impact fees since our inception and have addressed issues related to impact fees, growth management, and economic development goals through various economic and demographic cycles.** Studies developed by Tindale Oliver not only calculate impact fee rates, but also document cost of growth that can be used during pre-negotiations with large developments even during sporadic growth cycles. The institutional knowledge gained from our Florida experience cannot be matched by any other firm in the industry.

Insight and Outcomes

Our proposal describes an exceptional insight that has produced especially effective outcomes for our clients over the past 31 years. The related project write-ups included in this proposal provide examples of insight provided and outcomes achieved through Tindale Oliver's work for several of our clients to help them reach their growth management and economic development goals.

The Village has requested professional services related to the evaluation and modification of law enforcement and parks and recreation impact fees. Our approach and the related projects included in this proposal indicate our unique insight in performing these services and the effective outcomes that have provided significant results for our clients. In addition, over the past few months, given on-going restrictions due to COVID-19, Tindale Oliver started offering multiple virtual meeting options to its clients to ensure that the projects remain on schedule. We have had much success conducting different types of meetings using various platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/adoption hearings.

In conclusion, we would like to emphasize the personal commitment of our team. The study will **address your objectives and focus on impact fee strategies that result in accurate and equitable impact fee programs that fulfills all the legal requirements**. We look forward to the opportunity to provide our services to the Village of Palm Springs.

In accordance with the RFP, the following attachments conclude this section:

- Exhibit A - Consultant Checklist
- Exhibit B - Acknowledgement of Addenda
- Exhibit C - Qualification Submittal Signature Page

Sincerely,

Steven A. Tindale, P.E., FAICP
President

Nilgün Kamp, AICP
Director of Public Finance

EXHIBIT A- CONSULTANT CHECKLIST

Note:

1) This Exhibit must be included in RFP immediately after the cover letter.
2) RFP Package must be put together in order of this checklist.
3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1) Acknowledgment of Addenda - Exhibit B (Tab 1) Qualification

Submittal Signature Page - Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab 4) Key Proposed Project Team Personnel (Tab 5) Project

Team Staffing Experience (Tab 5) Project Delivery and Approach (Tab 6) References - Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8) Notification of Public Entity Crimes Law - Exhibit F

(Tab 8) Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab 8) W-9 Form (Tab 8)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART 11, 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:

__X__ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver

Street Address:

1000 N. Ashley Drive, Suite 400, Tampa, FL 33602

Mailing Address (if different from Street Address):

Telephone Number(s): (813) 224-8862

Fax Number(s): (813) 226-2106

Email Address: BBall@tindaleoliver.com

Federal Employer Identification Number: 59-2929811

Prompt Payment Terms: 0 % days' net. 30 days

Signature: William L Ball

(Signature of authorized agent)

Print Name: William L. Ball, AICP

Title: Chief Operating Officer

Date: June 9, 2020

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

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Consultant Profile

Photo courtesy of www.vpsfl.org/gallery

Tab 2

Consultant Profile

FIRM PROFILE

Established as an S-Corporation in the State of Florida on February 13, 1989, Tindale Oliver has developed a reputation as a leader in providing quality, innovative funding, planning and engineering services to its public sector clients. Tindale Oliver was created to provide innovative financing programs, comprehensive planning, and infrastructure planning services to local government entities.

The principals of Tindale Oliver have invested more than 80 years of their professional careers working for city, county, and state agencies. This experience affords them a real-life understanding of issues government officials face in comprehensive planning, infrastructure planning, and innovative infrastructure financing alternatives, and, more importantly, how to implement selected alternatives.

Tindale Oliver does not work for private development and we are completely committed to local, state and regional government agencies. Our firm's major business activities involve the following primary solution areas:

- Public Finance & Infrastructure Planning
- Community Planning & Design
- Transportation
- Transit

Our firm has grown from a firm of 3 employees in 1989 to a total staff of 76 in 2020, including full and part-time employees, with staff certifications including professional engineers, certified planners, LEED and GIS professionals, and accessibility inspectors, among others, as well as numerous planners, economists, and GIS analysts.

With offices and staff in Florida (Tampa, Bartow, Fort Lauderdale, Jacksonville, Miami), Maryland (Baltimore), and Washington (Seattle), Tindale Oliver has supported clients in 21 states, the District of Columbia, and Puerto Rico.

Work for this project will be provided by staff located in our Tampa office:

Tindale Oliver
Corporate Headquarters
1000 North Ashley Drive, Suite 400
Tampa, FL 33602-3719
(813) 224-8862, fax (813) 226-2106
www.tindaleoliver.com

ADDITIONAL CORPORATE INFORMATION

Corporate Officers

- Steven A. Tindale, P.E., FAICP - Principal/ President and Chief Executive Officer; Corporate Secretary
- William L. Ball, AICP - Principal/Vice President and Chief Operating Officer
- Joel R. Rey, P.E., AICP - Principal/Vice President and Director of Transportation and Transit Solutions
- A. Nilgün Kamp, AICP - Principal/Director of Public Finance and Corporate Treasurer

Federal Employers Indenfication Number (FEIN)

59-2929811

Bankruptcy Statement

Tindale Oliver's current financial condition is very strong. There are no claims, arbitrations, administrative hearings or lawsuits brought by or against our firm in the past ten (10) years. As a multi-disciplinary finance, planning and

engineering firm, we are well-positioned to capitalize on the growing opportunities in the public sector market in both Florida and other regions of the US. We will continue to concentrate on our core strengths and services to provide our clients with the best service possible.

Litigation Statement

Tindale Oliver has no past, pending, or present litigation, arbitration, or dispute relating to the services described herein, nor has Tindale Oliver been involved in any litigation within the last ten (10) years. In addition, no claims have been made against our errors and omissions insurance carrier for any service rendered, nor for any other purpose.

Criminal Proceedings/Public Entity Crimes Statement

Our firm, its principals or its officers have not been involved in any criminal proceedings or hearings concerning business related offenses and have not been convicted of any Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years.

Tab 3

3

Experience & Expertise

Tab 3

Experience and Expertise

PUBLIC FINANCE & INFRASTRUCTURE EXPERIENCE

Tindale Oliver's Public Finance & Infrastructure Planning Team specializes in impact fee studies, user fees, assessments, alternative funding studies as well as infrastructure plans. We are very familiar with various methodologies used to prepare fees and know how to apply each methodology correctly to ensure that the fee payer is not overcharged and that the fees are technically defensible.

The following paragraphs provide a summary of the Tindale Oliver Team's unique qualifications, experience, and innovations upon which we will draw in preparing the impact fee study for the Village of Palm Springs.

Impact Fee Methodology – Tindale Oliver principals have published articles on impact fees that document the correct methodology and approach to developing impact fee programs. These articles discussed and compared various methodologies available, such as consumption based and improvements based methodologies, set the standard for impact fee studies and have been used by many agencies across the US to develop impact fee programs, including work by other consultants.

Economic Growth Impact Fee Methodology – Tindale Oliver developed a methodology that allows impact fees to be sensitive to the growth rate of the jurisdiction or variation in the growth rate in subareas within a jurisdiction. We have directly tied the rate of growth in the impact fee equation and are now using this concept in our current Florida impact fee studies. The methodology has been applied in impact fee studies completed for and adopted by the City of Albuquerque, the City of Orlando, and the Florida counties of Indian River, Pasco, and Marion.

Comparative Databases – Tindale Oliver has compiled a cost database that includes unit costs for several infrastructure program areas, including fees that will be evaluated as part of this study. This database supplements local information, which tends to have a small sample size and serves as quality-control mechanism to determine whether the local costs are out of the range of what other jurisdictions experience. Similarly, our revenue credit database compares non-impact fee funding levels between jurisdictions and serves as a quality-control tool to ensure that the data used for impact fee calculations are accurate.

Economic and Demographic Analysis — Tindale Oliver maintains a database of demographic and economic characteristics of 67 Florida counties and multiple cities, historical trends, current rank of each jurisdiction in terms of each variable and the variation in this rank over time. Some of the variables included in the database are population (current, historical, projected), growth rates (rates and absolute growth), tax base distribution, permitting levels, employment, wages, income, taxable revenue per capita (property, fuel, sales, etc.), among others. This database and information enable Tindale Oliver to provide a perspective to each jurisdiction about their historical, current, and future conditions to make informed policy decisions.

Public Involvement/Presentations – Principals of Tindale Oliver have prepared and made more than 700 presentations on fees during the last 30 years. Our staff are qualified to prepare materials for impact fee adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances. We also have worked very closely with fee evaluation and review committees and have been successful in building consensus among people

with different opinions on a variety of fee-related topics.

Given on-going restrictions due to COVID-19, Tindale Oliver currently offers multiple virtual meeting options to its clients to ensure that the projects remain on schedule. Examples of these options include GoToMeeting, GoToWebinar, MSTeams, and Zoom. Depending on the scope of the meeting and number of participants, certain platforms perform better than others. We have had much success conducting different types of meetings using these platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/ adoption hearings.

Infrastructure Planning/Master Plans – Tindale Oliver has prepared Parks Master Plans, Fire Station Master Plans, Long Range Transportation Plans, Transit Development Plans, traffic impact analyses, School Master Plans, and other planning documents for local governments, so we understand the relationship between fees, master plans, and economic development and growth management goals. With this experience, we address differential needs and funding on a citywide versus subarea basis, and this combination of providing infrastructure planning and funding services is one of the unique capabilities Tindale Oliver offers.

Expert Testimony – Steve Tindale has provided expert testimony and research on impact fee-related matters in several cases. Testimony has included a discussion that a development's impact fees did not constitute "adequate provision" to mitigate all traffic impacts associated with an overpass, demonstration that a developer's traffic study was flawed and incomplete, and parking testimony in an eminent domain case concerning the use of land for a parking garage. His testimony in these cases was key to winning an across-the-board victory for government clients in each of these cases.

Nationally Recognized – Nilgün Kamp is a member of the Growth and Infrastructure Consortium (GIC) (formerly National Impact Fee Roundtable), serving on the Board of Directors. She and Steve Tindale routinely make presentations and moderate sessions at annual GIC meetings.

Institutional Knowledge, Insight, and Outcomes – Our knowledge and insight, as described in this section, provide our clients with informative outcomes relevant to their specific needs.

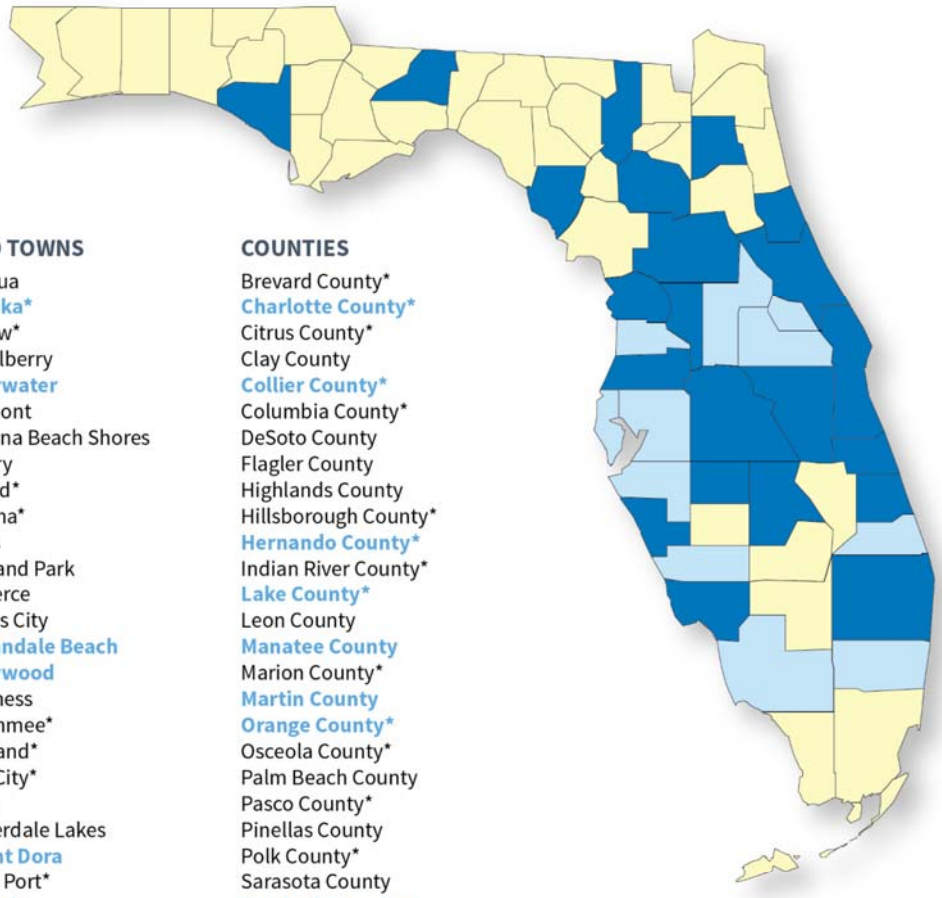
In summary, Tindale Oliver specializes in the development of impact fees and other funding methods and their successful implementation, as evidenced in our previous work for many jurisdictions in Florida and throughout the US.

RELATED PROJECT EXPERIENCE AND REFERENCES

A map of Tindale Oliver's Florida public finance experience is presented on the next page, followed by summaries of example impact fee projects with a similar scope to the study requested by the Village of Palm Springs.

Successful performance on similar jobs is best demonstrated through a sampling of projects requiring similar services and client references of individuals who can attest to our performance. We encourage you to contact any of our references included on these project summaries, as well as on Exhibit D - Project Specific Reference Forms contained in Tab 6 of our proposal response.

Tindale Oliver Florida Public Finance Experience



CITIES AND TOWNS

City of Alachua
City of Apopka*
City of Bartow*
City of Casselberry
City of Clearwater
City of Clermont
City of Daytona Beach Shores
City of DeBary
City of Deland*
City of Deltona*
City of Eustis
City of Fruitland Park
City of Ft. Pierce
City of Haines City
City of Hallandale Beach
City of Hollywood
City of Inverness
City of Kissimmee*
City of Lakeland*
City of Lake City*
City of Largo
City of Lauderdale Lakes
City of Mount Dora
City of North Port*
City of Orlando
City of Oviedo*
City of Palm Bay
City of Palm Beach Gardens
City of Palm Coast
City of Panama City
City of Parkland
City of Plant City*
City of Sanibel
City of Sarasota*
City of St. Cloud*
City of St. Pete Beach*
City of Tallahassee
City of Tampa*
City of Tamarac
City of Tavares
Town of Horseshoe Beach
Village of Royal Palm Beach

COUNTIES

Brevard County*
Charlotte County*
Citrus County*
Clay County
Collier County*
Columbia County*
DeSoto County
Flagler County
Highlands County
Hillsborough County*
Hernando County*
Indian River County*
Lake County*
Leon County
Manatee County
Marion County*
Martin County
Orange County*
Osceola County*
Palm Beach County
Pasco County*
Pinellas County
Polk County*
Sarasota County
Seminole County
St. Lucie County
Sumter County*
Volusia County*

FIRE DISTRICTS

North Collier Fire District*
Greater Collier Fire District

SCHOOL DISTRICTS

Broward County Schools
Hernando County Schools*
Hillsborough County Schools*
Lake County Schools*
Orange County Schools*
Osceola County Schools*
Sarasota County Schools
Seminole County Schools*
Volusia County Schools*

Public Finance Experience
*Repeat clients

On-going Studies

Impact Fee Update Study

City of Palm Beach Gardens, Florida

The City of Palm Beach Gardens is a high-growth municipality that offers large green space areas, extensive recreational facilities, a high quality of life, and a proactive business climate. To address the impacts of growth, the City implemented impact fees in **parks and recreation, police protection,** fire rescue and transportation and retained Tindale Oliver in 2015 to update its program.

Tindale Oliver updated the City's impact fee program.

Knowledge

> City's population increased by annual average of 2.7% between 2000 and 2014.
> City requires high-quality construction and offers amenities that add value to new development.
> Impact fee program last updated in 2011, using basic approach and minimal documentation.

Insights

> Desire for and requirement of high quality construction and extensive green space results in higher construction costs.
> Need to better documentation and use of more localized data to comply with State legislation and requirements.
> Active business community focusing on office development and concerns over impact of impact fees on local economy.

Outcomes

> Prepared detailed cost, credit, and demand estimates, carefully documented carefully in technical report to provide necessary transparency to the calculations.
> Met with business community multiple times and presented study results to Planning, Zoning & Appeals Board (PZAB) and City Council, responded to questions.
> Provided data and information on impact of impact fees.
> Study approved unanimously by PZAB and the City Council.

Prime or Subconsultant: Prime Consultant

Contract Duration: 9/2015 - 12/2016

Consultant Cost: $64,373

Key Personnel Involved *(all currently employed with Tindale Oliver):*
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner); Patrick Dougherty, AICP (Planner/GIS)

Change Orders: N/A

Status of Fee Study: Complete and all fees are adopted.

Tindale Oliver Contact:

Nilgün Kamp, AICP
Principal, Director of Public Finance
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:

Niki Spencer
Operations Manager
City of Palm Beach Gardens
10500 Military Trail
Palm Beach Gardens, FL 33410
Phone: (561) 799-4275; Fax: N/A
nspencer@pbgfl.com

Impact Fee Study

Village of Royal Palm Beach

The Village of Royal Palm Beach has been experiencing a continuous population growth since 2000. Although the growth rate decreased during the economic downturn, it started to increase again as of 2014. In the early 1990s, the Village implemented an impact fee program for transportation, public buildings, parks and recreation, fire rescue, and police protection facilities to help fund growth related infrastructure. Since the initial implementation of the fees, fire and police services have been contracted out to the County and the Sheriff's Office. The Village retained Tindale Oliver in 2016 to update public buildings and **recreational facilities** impact fees.

Tindale Oliver was retained to update public buildings and recreational facilities impact fees.

Knowledge

> Royal Palm Beach experienced high growth levels in early 2000s (average annual growth rate of 6%). Although this rate decreased to 2% per year, it is still considered significant compared to statewide average growth.
> The Village's impact fee studies were last updated in 1996.
> Park land was addressed separately through land dedication and/or in-lieu fees.

Insights

> Significant changes to each variable due to time lapsed since the last impact fee studies.
> Need to measure recreational facility level of service in terms of dollar value of the investment.

Outcomes

> Prepared a comprehensive update to reflect current data.
> Prepared user-friendly presentations to explain these changes and resulting fees.
> The studies were successfully adopted by the Village Council.

Prime or Subconsultant: Prime Consultant

Contract Duration: 6/2016 - 5/2017

Consultant Cost: $32,479

Key Personnel Involved *(all currently employed with Tindale Oliver):*
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:
Nilgün Kamp, AICP
Principal/Director of Public Finance
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:
Raymond Liggins, P.E.
Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411
Phone: (561) 799-4275; Fax: N/A
rliggins@royalpalmbeach.com

Impact Fee Studies

City of Oviedo, Florida

Oviedo has been experiencing significant growth since 1980. The City retained Tindale Oliver in 2004 to update its **police, parks & recreation facilities,** fire/EMS and transportation impact fees and to develop a new government buildings impact fee. Since then, Tindale Oliver has continued to work with the City and provided various impact fee support services, including a 2013 update of the 2004 Technical Study for all five program areas, development of a mobility fee, incorporation of Smart Growth application, and development of an Administrative Manual. Tindale Oliver was retained again in 2018 to update the City's impact fee studies.

Tindale Oliver was contracted by the City of Oviedo to update several impact fees.

Knowledge

- Oviedo's population of 34,965 has experienced an annual growth rate of 2.2% since 2000.
- Seminole County collects roadway impact fees in Oviedo for County roads. City wanted to collect local roadway fee to maintain level of service on City roads that would be collected in addition to County fee.
- City interested in multimodal transportation fee to provide more flexibility on type of infrastructure on which transportation impact fee revenue could be expended.
- City interested in providing incentives (reduced fees) to attract target land uses to certain areas within city.

Insights

- Questions regarding legality of City's current impact fees during initial update study performed by Tindale Oliver.
- Need to separate travel demand on road network by jurisdiction to determine impact fee specific to local collector road system to provide City with defensible local roadway fee.
- City had Multimodal Transportation Plan that would help provide framework for developing new multimodal fee.

Outcomes

- Prepared legally-sound technical study that resulted in fee decrease for some land uses in some program areas. Study successfully adopted.
- Updated roadway fee and produced multimodal fee that was implemented.
- City held up its incentives program based on concern of lack of local revenues to fund it.

Prime or Subconsultant: Prime Consultant

Contract Duration: 2/2018 - 6/2019 *(most recent update)*

Consultant Cost: $89,994

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:
Nilgün Kamp, AICP
Principal
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:
Teresa Correa, Ph.D., AICP
Development Services Director
City of Oviedo
400 Alexandria Blvd.
Oviedo, FL 32765
(407) 971-5751
Tcorrea@cityofoviedo.net

Fire, Law Enforcement, and Parks Impact Fee Update

City of Lakeland, Florida

The City of Lakeland has been experiencing high population growth over the last several years, and more development is expected in the future. Tindale Oliver was originally retained by the City in 1991 to update its transportation impact fee. In 2006, 2008, 2009, 2014, and 2019, the City again contracted Tindale Oliver to update several impact fee programs, including **parks and recreation, law enforcement,** and fire protection, as well as indexing studies.

A higher-than-average parks and recreation impact resulted from the City's extensive inventory.

Knowledge

- Lakeland has a population of 98,773 with an annual growth rate of 1.8% since 2000.
- Lakeland has one of the most progressive parks program in Florida providing a very high quality of service.
- Since 1989, when the City won an award from the Florida Chapter of the American Planning Association for it outstanding impact fee program, impact fees have been used to ensure a continuation of outstanding quality of service for it citizens.

Insights

- A higher-than-average parks and recreation impact fee resulted from the city's extensive parks inventory and high quality of service.
- The City has one of the most diverse revenue programs, including revenues from ownership of its electric utility and other unique sources.
- The City has a significant downtown development program and has developed exemptions of fees in this area.

Outcomes

- Originally provided the City with various adoption scenarios, including combinations of both phasing and indexing of impact fee schedules.
- Originally guided the City in development of master plans for fire protection and law enforcement program areas.
- Converted roadway fee to a multimodal fee, which was successfully adopted.
- Originally developed an administrative manual for the City's impact fee program and continue to assist the City in updating its policies and procedures.

Prime or Subconsultant: Prime Consultant

Contract Duration: 3/2019 - 9/2019 *(most recent update)*

Consultant Cost: $87,165

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner); Patrick Dougherty, AICP (Planner/GIS)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:
Steven A. Tindale, P.E., AICP
President
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
stindale@tindaleoliver.com

Client Contact:
Brian Rewis
Assistant Director
Community & Economic Development
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
(863) 834-6258
Brian.rewis@lakelandgov.net

Impact Fee Update Study

Palm Beach County, Florida

With a population of 1.3 million, Palm Beach County is the third largest county in Florida. The County implemented its roadway impact fee in 1979, which was followed by the adoption of impact fees for six additional program areas, including schools, libraries, fire/EMS, law enforcement, parks, and public buildings. To comply with the legal requirements and reflect the most recent data, the County retained Tindale Oliver to update these fees.

Knowledge

> Large population with several cities.

> Variation in service areas by program area .

> Interest in new approaches that reflect the full cost of providing infrastructure.

Insights

> Large fluctuations in infrastructure costs over the past several years.

> Fluctuations in available funding.

> Changes in demand and service areas.

Outcomes

> Evaluation of long-term trends in all cost-demand components.

> Evaluation of available historical and projected funding to determine available non-impact fee funding in the future.

> Development of multiple scenarios as needed to address changing demographics, development patterns, and policies.

> Adoption of updated Impact Fee Schedules.

Prime or Subconsultant: Prime Consultant

Contract Duration: 2/2014 - 4/2019

Consultant Cost: $193,731

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:
Nilgün A. Kamp, AICP
Principal
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:
Willie M. Swoope
Impact Fee Manager
Palm Beach County Government
2300 N. Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5025
wswoope@pbcgov.org

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Tab 4

Key Proposed Project Team Personnel

Photo courtesy of www.facebook.com/pg/villageofpalmsprings/photos

Tab 4

Key Proposed Project Team Personnel

PROJECT MANAGEMENT TEAM

Steve Tindale, P.E., FAICP (Tindale Oliver, Tampa) will serve as the **Principal-in-Charge** for this project. He will provide the overall direction of the study, review analysis and reports, and attend meetings and presentations. For over 50 years, his primary work activities have involved public finance studies and their implementation. He also has written papers on public finance methodologies and introduced new concepts. As the Public Works Director for the City of Tampa, he was responsible for several departments and has an in-depth understanding of operating budgets and capital infrastructure programs.

Nilgün Kamp, AICP (Tindale Oliver, Tampa) will serve as the **Project Manager** for this project. She has over 25 years of public finance experience and has managed multiple impact fee, and infrastructure planning studies. With a graduate degree in economics, she offers significant experience with annual budgets, capital improvement programs, and project expenditures to develop or update the demand, cost, and revenue components for assessments, user and impact fees. She will be responsible for the day-to-day management of the study and will serve as the key contact for the Tindale Oliver Team.

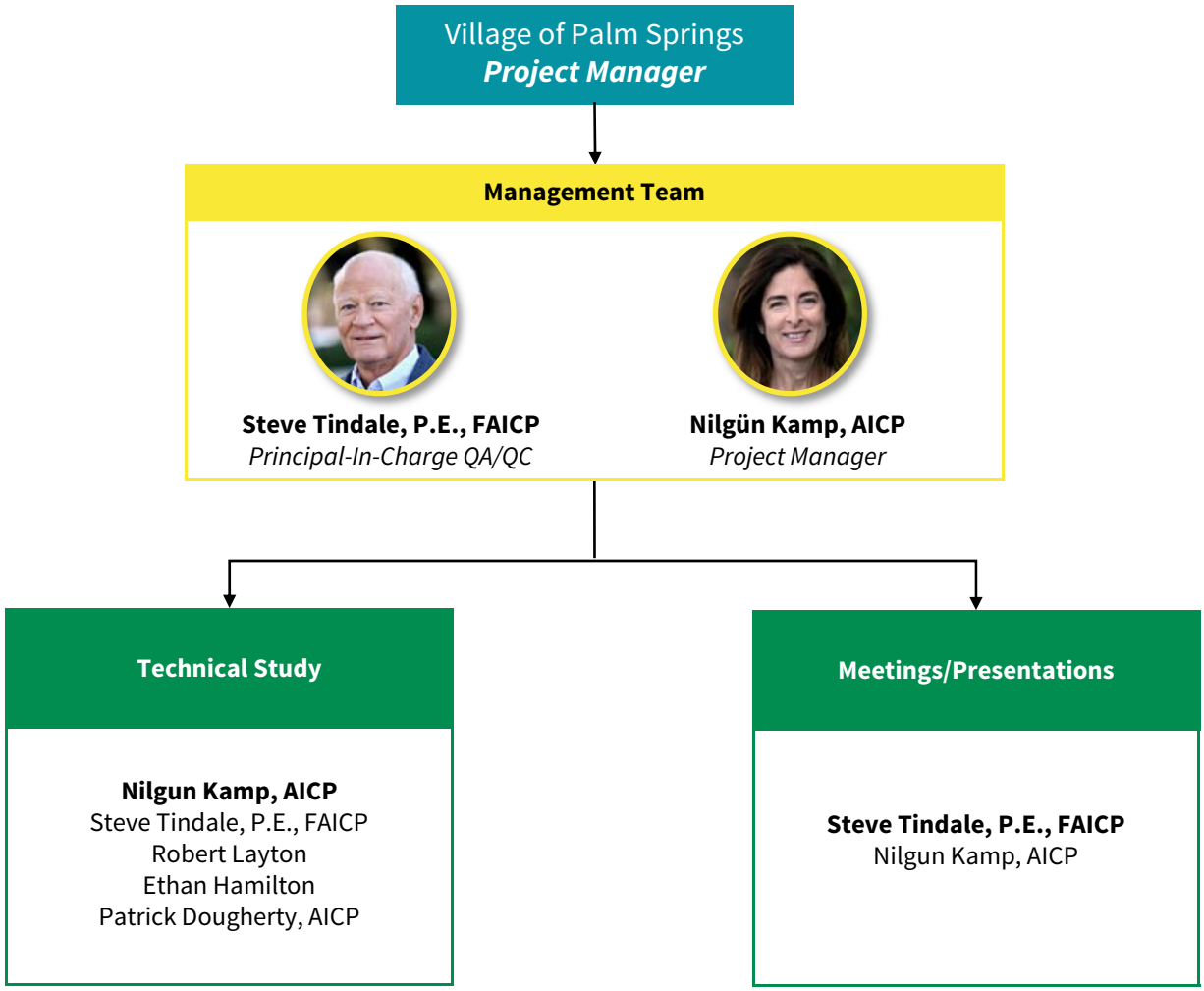
In addition to this management team, Tindale Oliver staff includes individuals with extensive database and analytical skills. This type of capability is highly important for impact fee studies in terms of being able to extract the necessary data, test the accuracy of the data, and conduct a high-quality and accurate analysis that is explained clearly to the community through the use of easy-to-follow graphs, charts, and tables.

Availability of these skills in-house also allows Tindale Oliver to provide its services in a cost effective manner.

Organizational Chart and Resumes

An organizational chart illustrating the key staff to be assigned to this project is provided on the next page, followed by resumes illustrating the significant qualifications and relevant experience offered by our team of skilled and dedicated professionals.

Tindale Oliver Team Organizational Chart



Bold names indicate Task Leader

Office Location
Tampa, FL

Education
- MS, Business Administration/ Management, University of South Florida (1976)
- BS, Engineering, University of South Florida (1970)

Years of Experience
51

Years with Tindale Oliver
31

Certifications
- Florida P.E. #16434 (1977)
- AICP #014432 (1999)

Professional Affiliations
- College of Fellows, American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- American Public Works Association (APWA)
- Institute of Transportation Engineers (ITE)
- Urban Traffic Engineers Council (UTEC)

Steve Tindale, P.E., FAICP
Principal/President and Chief Executive Officer

Role: Principal-In-Charge

Tindale Oliver
planning | design | engineering

Steve's primary work activities over the last 51 years have involved public funding studies and implementation of related ordinances. He has been involved in the development of impact fees, assessments, and user fees for a variety of infrastructure types, including law enforcement, parks and recreation, transportation, fire, EMS, schools, correctional facilities, government buildings, solid waste, and libraries. Steve introduced the concepts of "marginal costs" and "value added" to impact fee analysis. This was accomplished through the use of extensive database and spreadsheet analysis allowing sophisticated calculations to be made for complete systems and system improvements. Furthermore, in 1991, Steve was awarded "Most Outstanding Paper" from the Planning Council of the Institute of Transportation Engineers for a paper entitled "Impact Fees—Issues, Concepts, and Approaches." He presented a paper entitled "Smart Growth" at the Impact Fee Symposium in Atlanta and regularly speaks at the Growth & Infrastructure Consortium (GIC, formerly known as National Impact Fee Roundtable).

Representative Impact Fee Projects

Law Enforcement
- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- Palm Beach County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Fruitland Park (2005)
- City of Deltona (2005)

Parks and Recreation
- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- Indian River County (2004, 2013, 2019)
- Collier County (2009, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)
- City of Oviedo (2005, 2013, 2018)
- Town of Wake Forest, NC (2017)
- Orange County (2004, 2012, 2017)
- Village of Royal Palm Beach (2017)
- City of Largo (2016)
- Palm Beach County (2014)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Volusia County (2008)
- Panama City (2008)
- Lake County (2007)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)

Office Location
Tampa, FL

Education
- MA, Economics, University of South Florida (1995)
- MA, International Relations & Pacific Studies, University of California San Diego (1992)
- BA, Economics, University of California San Diego (1990)

Years of Experience
27

Years with Tindale Oliver
17

Certifications
AICP #019238 (2004)

Professional Affiliations
- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Women's Transportation Seminar, President, Tampa Bay Chapter
- Growth and Infrastructure Consortium, Board of Directors, Treasurer

A. Nilgün Kamp, AICP
Principal/Director of Public Finance

Role: Project Manager

Tindale Oliver
planning | design | engineering

Nilgün has been involved in public infrastructure financing for 27 years. She has served as the project manager for approximately 250 impact fee, assessment, and user fee development and implementation studies for law enforcement, parks and recreational facilities, transportation, fire, EMS, schools, correctional facilities, government buildings, solid waste, and libraries. Her experience also includes demographic and travel behavior analysis, demographic and population projections for funding studies, travel behavior analysis, economic and fiscal impact studies, demand components, demand analysis, and other related assessment and impact fee support activities. She is regularly invited to make presentations at the industry conferences.

Representative Impact Fee Projects

Law Enforcement
- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- Palm Beach County (2014)
- Indian River County (2004, 2013)
- City of Casselberry (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- City of Fruitland Park (2005)
- City of Deltona (2005)
- Highlands County (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Deltona (2005)

Parks and Recreation
- City of Hollywood (2020)
- Lake County (2007, 2020)
- Hernardo County (2020)
- Martin County (2019)
- Manatee County (2019)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- Collier County (2009, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)
- City of Oviedo (2005, 2013, 2018)
- Town of Wake Forest, NC (2017)
- Orange County (2004, 2012, 2017)
- Village of Royal Palm Beach (2017)
- City of Largo (2016)
- Palm Beach County (2014)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Volusia County (2008)
- Panama City (2008)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)
- Citrus County (2006)
- City of Deltona (2005)

Robert Layton

Project Manager

Role: Project Planner

Tindale Oliver
planning | design | engineering

Office Location
Tampa, FL

Education
BA, Economics/Business Administration, University of Florida (2007)

Years of Experience
12

Years with Tindale Oliver
12

Professional Affiliations
American Planning Association (APA)

Robert's primary experience is in public finance studies, including impact fee and assessment studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries, and parks and recreational facilities. His background in economics enables him to work effectively with economic/demographic variables, capital improvement programs, expenditure and revenue figures, and other financial material. He also has an extensive experience with property appraiser databases and has been involved in the preparation of administrative manuals for several jurisdictions.

Representative Impact Fee Projects

- City of Hollywood (2020)
- Manatee County (2020)
- Martin County (2020)
- Hernando County (2013, 2020)
- Hillsborough County (2016, 2019)
- City of Apopka (2019)
- Indian River County (2004, 2013, 2019)
- Sumter County (2008, 2014, 2018)
- Collier County (2005, 2008, 2010, 2013, 2018)
- City of Tamarac (2018)
- City of Mount Dora (2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2017, 2018)
- Clay County (2017)
- Orange County (2013, 2017)
- City of Sarasota (2016)
- City of St. Cloud (2016)
- St. Lucie County (2016)
- Palm Beach County (2015)
- City of Palm Beach Gardens (2016)
- City of Tampa (2009, 2014)
- Pasco County (2014)
- Brevard County (2014)
- Marion County (2014)
- Osceola County (2011, 2014)
- Sumter County (2008, 2014)
- City of Lakeland (2014)
- Charlotte County (2013)
- Indian River County (2013)
- City of Oviedo (2013)
- City of Casselberry (2013)
- Collier County (2008, 2013, 2018)
- City of Orlando (2012)
- City of North Port (2011)
- City of Haines City (2009)
- City of Helena (MT) (2007, 2009)
- Polk County (2009)
- Lewis & Clark County (MT) (2007, 2009)
- Leon County (2008)
- Panama City (2008)

Ethan Hamilton

Economic Analyst Planner

Role: Project Planner

Office Location

Tampa, FL

Education

> MA, Economics, University of South Florida (2018)

> BS, Economics, University of South Florida (2013)

Years of Experience

6

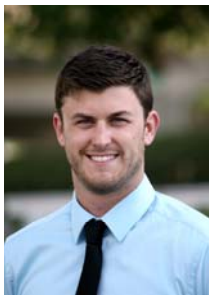
Years with Tindale Oliver

4

Ethan is primarily involved with public infrastructure financing and alternative revenue funding studies. Ethan has worked on 65 various impact fee, assessment, long range planning, and user fee studies for schools, parks and recreation, fire, EMS, government buildings, libraries, transportation, and correctional facilities.
Ethan has experience in demographic and population projections, valuations of capital infrastructure and equipment, estimation of land value, enrollment trends/ projections, and fire incident demand calculations, among other impact fee and assessment support activities. Additionally, Ethan's background in Economics enables him to work effectively with the multi-disciplinary groups at Tindale Oliver.

Representative Impact Fee Projects

> City of Hollywood (2020)
> Martin County (2020)
> Manatee County (2020)
> Hernando County (2018, 2020)
> Hillsborough County (2017, 2019)
> Collier County (2014, 2015, 2018)
> City of Hallandale Beach (2018)
> Broward County (2018)
> Orange County (2016, 2017)
> Osceola County (2014, 2017)
> City of Bozeman, MT (2017)
> Town of Wake Forest, NC (2017)
> Village of Royal Palm Beach (2017)
> City of Sarasota (2016)
> St. Lucie County (2016)
> City of Palm Beach Gardens (2016)
> City of Largo (2016)
> Lake County (2015)
> Sarasota County (2015)
> Seminole County (2015)
> Greater Naples Fire District (2015)
> North Collier Fire District (2015)
> Palm Beach County (2014)
> Brevard County (2014)
> City of Lakeland (2014)



Office Location
Tampa, FL

Education
- MA, Urban and Regional Planning, The University of South Florida (2016)
- BS, Human Geography/GIS, The Pennsylvania State University (2014)

Years of Experience
5

Years with Tindale Oliver
5

Certifications
AICP #31949 (2019)

Professional Affiliations
- American Planning Association (APA)
- American Association of Geographers (AAG)

Patrick Dougherty, AICP
Planner

Role: Planner/GIS

Tindale Oliver
planning | design | engineering

Patrick is Planner on Tindale Oliver's Community Planning & Design Team. With a background in human geography, GIS and spatial analysis, he is experienced in visualizing and analyzing data for an array of projects. He has gained experience working in both community and transportation planning projects.

Representative Impact Fee Projects
- Martin County (2020)
- Manatee County (2020)
- Flagler County(2020)
- City of Hollywood (2020)
- Broward County Schools (2018, 2020)
- Hillsborough County Schools (2017, 2020)
- Collier County (2018-Ongoing)
- Hillsborough County (2018)
- Orange County (2017, 2020)
- City of Tampa (2019)
- City of Sarasota (2020)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- Sarasota County Schools (2015)
- Greater Naples Fire District (2015)
- North Collier Fire District(2015)

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Project Delivery and Approach

Photo courtesy of www.vpsfl.org/gallery

Tab 5

Project Delivery and Approach

BACKGROUND REVIEW & PROJECT UNDERSTANDING

Located in Palm Beach County, the Village of Palm Springs is the 12th largest city in Palm Beach County with a population of almost 24,000. Primarily due to an aggressive annexation program that included developed and occupied residential parcels, between 1997 and 2019 the Village area increased to 4.2 square miles, and the population increased from 11,699 residents in 2000 to approximately 24,000 residents today. Figure 1 on the following page presents the population growth trends of the Village since 2000 compared to the growth rate of Palm Beach County and Florida. As presented, given the small population base along with aggressive annexations, the population growth rate experienced by the Village has been significantly higher than countywide and statewide growth rates.

These annexations involved improved residential and commercial properties, with some vacant land. The increase in land area, businesses and residents has created an impact on law enforcement and community policing services and additional demand on Village parks, recreational facilities and programs, among other services. As presented in Figure 2, between 2000 and 2007, the Village experienced significant increase in its taxable value per capita, which averaged 21 percent increase per year. With the economic downturn, taxable values per capita decreased between 2008 and 2012, with an average decrease of 9 percent per year. Since 2012, the tax base started to recover and reached an average increase of 13 percent per year on a per capita basis between 2013 and 2019.

Given the increased demand on services due to annexations and fluctuations in ad valorem tax revenues, the Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated by Resolution No 2012-53 on July 26, 2012.

At this time, to reflect most recent data, the Village is interested in an evaluation and modification of its law enforcement and parks and recreation impact fees, and has requested proposals from qualified firms.

The Tindale Oliver Team includes planners, engineers, economists, and GIS specialists with in-depth experience in planning and impact fee studies for a wide range of program areas, including those requested by the Village. In addition, the Tindale Oliver Team has prepared Parks Master Plan, Fire Master Plans, Long Range Transportation Plans, Transit Development Plans, and other planning studies and understands the relationship between impact fees, master plans, and economic development and growth management goals.

Tindale Oliver has conducted various impact fee studies for Palm Beach County, the City of Palm Beach Gardens, and the Village of Royal Palm Beach, and therefore we are very familiar with local conditions.

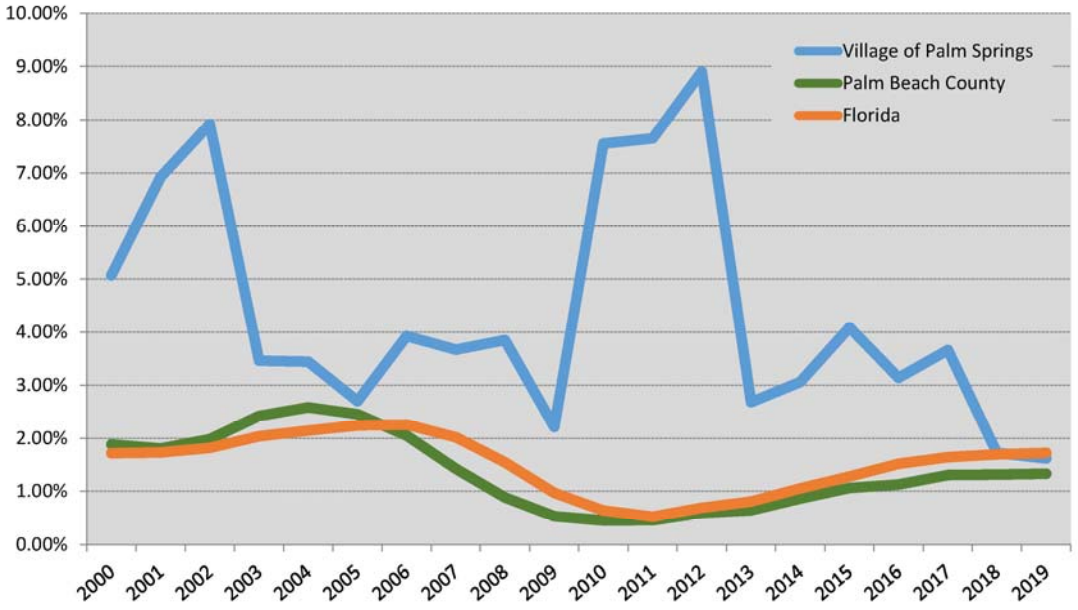
The remainder of this section includes the approach and methodology that will be used to update the Village's impact fee program.

APPROACH TO SCOPE OF SERVICES

The scope of services requested by the Village includes the update of the existing impact fees for the following service areas:

- Law enforcement and
- Parks and recreation facilities.

Figure 1: Annual Population Growth Rate Comparison



Source: Bureau of Economic & Business Research (BEBR)

Figure 2: Taxable Value per Capita

Source: Florida Property Valuations and Tax Databook

The methodology developed for this study will fulfill all legal requirements related to impact fees in Florida.

TASK 1: Background and Methodology Review

Upon receipt of the Notice to Proceed, Tindale Oliver will coordinate with the Village for the collection of specific studies, data, any technical reports, current policies and procedures, and other related information necessary to complete the impact fee study.

Tindale Oliver will review the background information and facilitate a kickoff meeting with key Village staff to identify and discuss major technical, legal, and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule as necessary. Some of the technical and policy issues that will be discussed include the following:

- Capital improvement plans, master plans, and projects and associated funding sources and levels.
- The Village's growth/redevelopment patterns and levels, annexation history as well as any planned annexation.
- Impact fee variables that need to be updated.
- Consumption-based vs. needs-based methodologies.
- Recent trends in land and construction costs experienced by the Village and other jurisdictions in Florida.
- Methodology used to measure demand for each impact fee program area.
- Review of land uses included in the current fee schedule and potential changes, if necessary.
- Potential impact fee reductions/waivers.
- Other related issues, as applicable.

The input received during this meeting will be incorporated into the remaining tasks.

TASK 2: Impact Fee Technical Analysis

Based on the results of the Task 1 review, this task addresses the update of the impact fees, which will reflect the capital costs of providing infrastructure in each service area in Palm Springs. This work effort will include development of the inventory of existing facilities, preparation of a demand component, and a review of the construction, land, and other related costs and credits.

Subtask 2.1: Inventory of Existing and Planned Facilities

The Village will provide information on the inventory of the law enforcement buildings and recreational facilities, as well as planned facilities. Tindale Oliver will provide templates to assist the Village during this process. The law enforcement facility inventory will include police stations and related buildings and associated land. Park land acreage will reflect all parks owned by the Village and the recreation facilities inventory will include existing recreational facilities on Village-owned parks, such as baseball/softball fields, playgrounds, trails, etc. A summary of the capital asset inventory for each program area will be incorporated into the technical report.

Subtask 2.2 – Level of Service Analysis

Tindale Oliver will document the Village's current, achieved level of service (LOS) and adopted LOS standards in the Comprehensive Plan, Capital Improvement Program, and other similar documents, as available. This will determine the appropriate LOS that can be used in the impact fee calculations. In addition, a comparison of achieved LOS and/or adopted LOS standards to those in other nearby/similar Florida jurisdictions will also be provided as data available.

Subtask 2.3: Demand Component

Tindale Oliver will calculate the demand component for each impact fee program area. In the case of law enforcement facilities, Tindale Oliver typically uses functional population per unit of land use. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Parks and recreational facilities impact fees are typically charged to residential land uses, and demand is measured in terms of population per housing unit. This information will be obtained from the American Community Survey (ACS) estimates.

As part of this task, population growth trends through annexations, development and re-development levels will be reviewed and population projections from the City or other available sources will be included in the study.

Subtask 2.4: Cost Component

The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Palm Springs. Cost elements reviewed will include design and engineering inspection, construction, land purchase, vehicle and equipment purchase, and other related costs. Tindale Oliver will review the Capital Improvement Program, the Capital Improvement Element of the Comprehensive Plan, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land purchases or appraisals, and other relevant documents to identify capital service improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the Village. **This information will be compared to and/or supplemented with Tindale Oliver's cost databases that include information from other Florida jurisdictions.** This work effort will be documented in the technical report.

Subtask 2.5: Credit Component

Tindale Oliver will review historical and projected capital improvement funding sources and expenditures for land, construction, design, and engineering inspection, as well as other related costs in Palm Springs. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula. This work effort will be documented in the technical report.

Subtask 2.6: Development of Fee Schedules, Technical Report and Implementation Assistance

Results of subtasks 2.1 through 2.5 will be summarized in a draft technical report along with the resulting fee schedule for each program area. As part of the analysis, a phasing schedule will be provided that includes full recovery costs vs. partial recovery alternatives. Potential impact fee reductions/waivers will be discussed with the Village and incorporated into the draft report. A comparison of fees implemented in surrounding and/or similar jurisdictions will also be included. The technical report will include all information, estimates, projections, and data analysis as well as any assumptions made and methodologies employed to complete these tasks.

Upon receipt of comments from the Village, Tindale Oliver will make the necessary revisions to the draft report and submit the final report.

Tindale Oliver will also assist the Village during the implementation process in terms of legal requirements, in terms of notice requirements, providing examples of ordinance language, if needed, and review of the updated ordinance by the Village Attorney.

As part of the implementation process, Tindale Oliver will assist the Village in establishing the need for impact fee revenues. Through our experience in developing Master Plans, we have been able to assist our clients in establishing a list of projects that demonstrate the need for the impact fees and explain how the revenues generated will benefit the community.

TASK 3: Meetings and Presentations

As part of this study, the following meetings will be conducted:

- A kick-off meeting;
- A draft report review meeting with Village staff and Manager;
- Two Village Council workshops/hearings.

For all presentations, Tindale Oliver will prepare user-friendly, easy-to-follow material in PowerPoint and provide draft presentations to Village staff for review prior to the each meeting or presentation.

Given the current health concerns related to COVID-19, to ensure the study schedule is not adversely affected and the health and safety of both the City staff and Tindale Oliver personnel are protected, we will conduct all meetings virtually. This approach is reflected in the study budget through lower fees per meeting compared to in-person meetings.

TASK 4: Legal Assistance

Tindale Oliver will assist the Village to defend the fees if challenged. A separate budget will be provided for this effort, if needed.

CLIENT AND TEAM COMMUNICATION

The Tindale Oliver Team has a reputation for completing projects on time while meeting or exceeding our clients' expectations of quality. This is accomplished through the development of detailed tasks, time management practices, project staff meetings with assigned personnel, and regular communication with the client project manager.

Given the availability of our staff dedicated to Public Finance studies, we are confident our team can meet the Village's target time frames (adoption of fees within eight months) and provide a high-quality product. The daily tasks and communication for this project will be conducted by the Project Manager, Nilgün Kamp. Steve Tindale, as Principal-in-Charge, will provide the overall direction of the study, review calculations and reports, and attend meetings and presentations. Other staff will provide support for daily tasks.

Tindale Oliver will be in contact with the Village staff on a regular basis through phone conferences regarding any questions about data, the progress of the study, and other related issues. Throughout our history, we have been continuously successful in keeping our clients informed of the progress of their studies.

QUALITY CONTROL

Tindale Oliver has an extensive set of quality control measures to ensure that the data used for the study are accurate and the related analysis is complete and thorough. Throughout the analysis, our staff conducts several sets of checks to ensure the use of most accurate data.

Tindale Oliver's policy is that all work is reviewed by at least two principals to ensure both accuracy of the calculations and interpretation of the results. Our reports include a detailed explanation of the methodology along with all relevant data tables. In the past, our clients have indicated that our reports were transparent and of high quality, allowing readers to easily follow the calculations and understand the relevant steps in the process.

PROJECT SCHEDULE

Tindale Oliver's proposed project schedule is provided on the next page. Upon receipt of the contract, this schedule will be reviewed with the Village's Project Manager and, if needed, will be modified to better accommodate the Village's needs. With a dedicated Public Finance Group and other staff experienced in public finance-related analyses, Tindale Oliver has the necessary resources to meet most desired time frames and still provide a high-quality product.

To confirm that the study stays on schedule, Tindale Oliver will conduct weekly internal project meetings and communicate on the progress of this project to ensure that we continue to meet the schedule agreed to by the Village of Palm Springs.

Village of Palm Springs Impact Fee Study
Tindale Oliver Preliminary Project Timeline

Task Description	Time Frame	2020 Jul	Aug	Sept	Oct	Nov	Dec	2021 Jan
Receipt of Signed Contract	07/17/2020							
Submittal of the Data Needs Memo	07/21/2020							
Receipt of All Requested Data	08/21/2020							
Kick-off Meeting - Virtual	Week of 08/03/2020							
Technical Study	Aug 2020—Jan 2021							
Submittal of Draft Technical Report	11/20/2020							
Draft Report Review Meeting	Week of 11/30/2020							
Village Council Workshop	Dec 2020							
Submittal of Final Technical Report	Two weeks after receipt of all comments							
Public Hearing	Jan 2021							

6

References

Photo courtesy of www.vpsfl.org/gallery

Tab 6

References

In accordance with RFP # 2020R-002, the following are included in this section:

> Attachment D - Project Specific Reference Forms

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: City of Lakeland
(Name of Company giving Reference)

Name/Title: Brian Rewis, Assistant Director Community & Economic Development **Telephone:** (863) 834-6258
(Name and Title of person giving Reference)

Project: Fire, Law Enforcement, and Parks Impact Fee Update **Fax:**
(Project for which references are being provided)

Project Manager: Steven A. Tindale, P.E., FAICP

Lead Professional: Nilgün Kamp, AICP

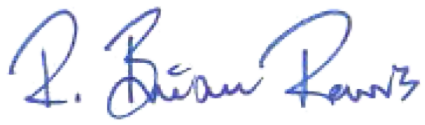
Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:
Multi-year contract. Updated several impact fee programs, including parks and recreation, fire protection, and law enforcement, as well as indexing studies. The 2015 update included converting the City's Roadway Transportation Fee to a Multimodal Transportation Fee, providing the City with more flexibility in its program expenditures.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	Yes, TOA was extremely responsive.
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	No change orders.

6.	**Rate the overall quality of the work.**	5	
7.	**Rate the technical competence of the firm and its consultants.**	5	
8.	**Rate the integrity and professionalism of the firm.**	5	
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes** X **No**		Absolutely.

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent



5/26/2020

Signature Date

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: City of Oviedo
(Name of Company givingReference)

Name/Title: Teresa Correa, Ph.D., AICP/ Development Services Director
(Name and Title of person giving Reference)

Telephone: (407) 971-5751

Project: Impact Fee Studies
(Project for which references are being provided)

Fax: _____

Project Manager: Nilgün Kamp, AICP

Lead Professional: Steven A. Tindale, P.E., FAICP

Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:
Update to fire/EMS, transportation, police, and parks & recreation facilities impact fees, development of new government buildings impact fee to address infrastructure costs associated with new growth. Also, developed a mobility fee, incorporation of Smart Growth application, and development of an Administrative Manual. Tindale Oliver was retained in 2018 to update the City's impact fee studies.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	Tindale Oliver has always demonstated a high level of commitment with all projects associate with the City.
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	Tindale Oliver staff is always available in answering questions when necessary
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	tindale Olive has always been to the point in meeting the City's specific needs.
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	Projects have always met the approved schedule
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	never had issues with Contracts.

6.	**Rate the overall quality of the work.**	5	Tindale Oliver provides high technical quality work.
7.	**Rate the technical competence of the firm and its consultants.**	5	technical competence that is always updated with the best practices of the field.
8.	**Rate the integrity and professionalism of the firm.**	5	excellent!
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes No**	5	Yes. The City of Oviedo has used Tindale Oliver for many years and is very satisfied with the firm.

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

[signature] May 26, 2020

Signature Date

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: Palm Beach County
(Name of Company giving Reference)

Name/Title: Willie M. Swoope,Impact Fee Manager
(Name and Title of person giving Reference)

Telephone: (561) 233-5025

Project: Impact Fee Update Study
(Project for which references are being provided)

Fax:

Project Manager: Nilgün A. Kamp, AICP

Lead Professional: Steven A. Tindale, P.E., FAICP

Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Prepared an updated study for the six program areas, including schools, libraries, fire/EMS, law enforcement, parks, and public buildings, to reflect changes to the cost, credit, and demand components since the last technical study.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	

6.	**Rate the overall quality of the work.**	5	
7.	**Rate the technical competence of the firm and its consultants.**	5	
8.	**Rate the integrity and professionalism of the firm.**	5	
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes** **No**		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Willie McDoope 5/26/2020

Signature Date

7

Fee for Professional Services

Photo courtesy of www.vpsfl.org/gallery

Tab 7

Fees for Professional Services

PROJECT FEES

As shown in the detailed budget table on the next page, the professional fees and expenses associated with the Village of Palm Springs Impact Fee Study contract are estimated at $29,985 for the evaluation and modification of law enforcement and parks and recreation impact fees, which includes 4 virtual meetings.

This is a lump sum budget which includes all services, and the Village will be invoiced monthly for the portion of the work completed.

Tindale Oliver will be happy to respond to any questions from Village staff to clarify our proposed cost and/or provide additional information as necessary.

Village of Palm Springs Impact Fee Study
Tindale Oliver Proposed Project Budget

SUB TASK #	SUBTASK DESCRIPTION	Project Director $181.60	Project Manager $149.98	Senior Eng/Pln $132.48	Planner/ Engineer $79.69	Admin/ Clerical $76.08	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	**BACKGROUND & METHODOLOGY REVIEW**	**2.0**	**4.0**	**1.0**	**1.0**	**1.0**	**9.0**	**$1,251.37**
1.1	Send Data Request Memorandum		1.0			1.0	2.0	$226.06
1.2	Review Background Materials	1.0	2.0	1.0	1.0		5.0	$693.73
1.3	Review Study Methodology/Approach	1.0	1.0				2.0	$331.58
TASK 2	**IMPACT FEE TECHNICAL ANALYSIS**							
2.A	**UPDATE LAW ENFORCEMENT IMPACT FEE**	**6.0**	**11.0**	**33.0**	**24.0**	**1.0**	**75.0**	**$9,099.86**
2.A1	Inventory	1.0	2.0	5.0	4.0	1.0	13.0	$1,538.80
2.A2	LOS Analysis	1.0	1.0	4.0	3.0		9.0	$1,100.57
2.A3	Demand Component and Land Uses	2.0	4.0	10.0	8.0		24.0	$2,925.44
2.A4	Cost Component	1.0	2.0	8.0	6.0		17.0	$2,019.54
2.A5	Credit Component	1.0	2.0	6.0	3.0		12.0	$1,515.51
2.B	**UPDATE PARKS AND RECREATIONAL FACILITIES IMPACT FEE**	**5.0**	**18.0**	**28.0**	**28.0**	**1.0**	**80.0**	**$9,624.48**
2.B1	Inventory	1.0	5.0	7.0	8.0	1.0	22.0	$2,572.46
2.B2	LOS Analysis	1.0	3.0	6.0	6.0		16.0	$1,904.56
2.B3	Demand Component and Land Uses	1.0	3.0	5.0	4.0		13.0	$1,612.70
2.B4	Cost Component	1.0	4.0	6.0	7.0		18.0	$2,134.23
2.B5	Credit Component	1.0	3.0	4.0	3.0		11.0	$1,400.53
2.C	**DRAFT AND FINAL REPORTS**	**3.0**	**6.0**	**11.0**	**12.0**	**1.0**	**33.0**	**$3,934.32**
	Draft Report	2.0	4.0	6.0	8.0	1.0	21.0	$2,471.60
	Final Report	1.0	2.0	5.0	4.0		12.0	$1,462.72
TASK 3	**MEETINGS AND PRESENTATIONS**	**15.0**	**15.0**	**4.0**	**2.0**	**2.0**	**38.0**	**$6,075.46**
3.1	Kick-off Meeting (Virtual)	3.0	3.0				6.0	$1,255.04
3.2	Draft Report Review Meeting (Virtual)	4.0	4.0	1.0	1.0	1.0	11.0	$1,614.57
3.3	Village Council Workshop (Virtual)	4.0	4.0	2.0	1.0	1.0	12.0	$1,747.05
3.4	Adoption Hearing (Virtual)	4.0	4.0	1.0			9.0	$1,458.80
	TOTAL PROJECT BUDGET	**31.0**	**54.0**	**77.0**	**67.0**	**6.0**	**235**	**$29,985.49**

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Attachments

Photo courtesy of www.vpsfl.org/gallery

Tab 8

Attachments

In accordance with RFP # 2020R-002, the following attachments are included in this section:

- Tindale Oliver State of Florida Certificate of Corporate Status
- Exhibit E - Conflict of Interest Disclosure Statement
- Exhibit F - Notification of Public Entity Crimes Law
- Exhibit G - Drug Free Workplace
- Exghibit H - Non-Collusion Affidavit
- Exhibit I - Truth-In-Negotiation Certificate
- Exhibit J - Scrutinized Companies Certification Form
- Tindale Oliver W-9 Form

State of Florida
Department of State

I certify from the records of this office that TINDALE-OLIVER & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1989.

The document number of this corporation is K58299.

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 9, 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 Ninth day of January, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0544444660CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes.* All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer'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:

__X__ 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 Proposal.

____ 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 Proposal.

Acknowledged by:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT F- 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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT G - DRUG-FREE WORKPLACE

Tindale-Oliver & Associates, Inc., dba Tindale Oliver 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:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT H- NON-COLLUSION AFFIDAVIT

STATE OF Florida COUNTY OF Hillsborough

Before me, the undersigned authority, personally appeared William L. Ball, AICP who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Chief Operating Officer of Tindale-Oliver & Associates, Inc., dba Tindale Oliver the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2020R- 002 Title: Impact Fee Study for Village of Palm Springs

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

William L Ball
Signature William L. Ball, AICP, Chief Operating Officer

STATE OF Florida)
COUNTY OF Hillsborough)
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this this 9 day of June, 2020, by William L. Ball, AICP.

Susan M. Boda
(Signature of Notary Public-State of Florida)
Susan M. Boda
(Print, type, or stamp commissioned name of Notary public)
Personally Known X OR Produced Identification ____ Type of Identification Produced: _____

SUSAN M. BODA
MY COMMISSION # GG 305062
EXPIRES: June 22, 2023
Bonded Thru Notary Public Underwriters

EXHIBIT I -TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: William L. Ball, AICP

Title: Chief Operating Officer

Date: June 9, 2020

Signature: William L Ball

EXHIBIT J - SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, William L. Ball, AICP, on behalf of Tindale-Oliver & Associates, Inc., dba Tindale Oliver (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

CONTRACTOR:
By: William L Ball
Name: William L. Ball, AICP
Title: Chief Operating Officer Date: June 9, 2020

STATE OF Florida)
COUNTY OF Hillsborough)
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this _____ this 9 day of June, 2020, by William L. Ball, AICP.

SUSAN M. BODA
MY COMMISSION # GG 305062
EXPIRES: June 22, 2023
Bonded Thru Notary Public Underwriters

Susan M. Boda (Signature of Notary Public-State of Florida)

Susan M. Boda
(Print, type, or stamp commissioned name of Notary public)
Personally Known X OR Produced Identification ____ Type of Identification Produced: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tindale-Oliver & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1000 N. Ashley Drive, Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	9	2	9	8	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Linda J. Tindale **Date ▶** January 1, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

9

Additional Information

Photo courtesy of www.vpsfl.org/gallery

Tab 9

Additional Information

CLIENT REFERENCE LETTERS

Letters from clients who can attest to our performance conclude this section. The Tindale Oliver Team is dedicated to serving our clients, and we encourage you to contact any of our references regarding the quality of our staff and work.

PALM BEACH Gardens

November 17, 2016

Nilgün Kamp, AICP
Director of Public Finance & Infrastructure Planning
Tindale Oliver
400 North Ashley Drive, Suite 400
Tampa, Florida 33606

Dear Nilgün;

I would like to thank you and Tindale Oliver for the excellent work your firm did for the City of Palm Beach Gardens during the update of our impact fee program. Tindale Oliver updated our existing fees in four service areas (transportation, parks, fire rescue, and law enforcement) and developed a new public buildings impact fee.

The technical report included detailed documentation of methodology and estimates for each of the impact fee variables used to calculate our fees. The level of detail and transparency gave us a comfort level that the calculated fees would stand any kind of scrutiny. The results were accepted by the development community and several of our City Council members indicated how useful the report was for them, not only for this study, but for our planning and CIP development tasks as well.

Throughout the study Tindale Oliver was extremely responsive to our needs and schedule. During the presentations you and Steve Tindale demonstrated an in-depth understanding and knowledge of issues related to impact fees and provided insightful responses that helped the program to be implemented successfully.

The study and resulting fees were approved unanimously by our Planning and Zoning Advisory Board and the City Council and the fees are now adopted at 100 percent level.

We truly enjoyed working with you and look forward to retaining the services of Tindale Oliver again in the future.

Sincerely,

Ron M. Ferris
City Manager

CITY OF PALM BEACH GARDENS
10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com

INDIAN RIVER COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
1801 27th Street, Vero Beach FL 32960
772-226-1237 / 772-978-1806 fax
www.ircgov.com

October 27, 2014

Steve Tindale, P.E., AICP, President
Nilgün Kamp, AICP, Associate Principal
Tindale Oliver
1000 North Ashley Drive, Suite 400
Tampa, Florida 33602

Re: Reference for Tindale Oliver

Dear Steve and Nilgün;

On behalf of Indian River County, I would like to thank you again for your recent impact fee work. Indian River County retained Tindale Oliver in 2005 and in 2013/2014 for the development and update of the County's impact fee program, which includes fees in nine program areas. Regarding both studies, the County had a very positive experience.

Tindale Oliver used broad and accurate technical knowledge to prepare legally defensible studies, and also provided innovative approaches that responded to County conditions and policy direction. During the most recent update study, Tindale Oliver's Affordable Growth approach provided an essential impact fee program tool that assisted in achieving growth management and economic development objectives. Using that approach, the County was able to adjust its impact fee program in a manner that balanced level of service needs with necessary impact fee and non-impact fee revenues.

Throughout the 2013/2014 study, Tindale Oliver was easily accessible and very responsive to all County requests and time frames. The technical reports thoroughly documented all detailed impact fee data and calculations in a logical order, providing a transparent and readable study. In addition, the study included local data augmented by Tindale Oliver's statewide cost and demand databases, resulting in the use of best available data and a high level of accuracy.

Tindale Oliver was the right choice for the County's impact fee study and the County looks forward to future possibilities of working with Tindale Oliver.

Sincerely,

Stan Boling, AICP
Community Development Director

CITY OF OVIEDO FLORIDA
400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765
407-971-5555 • WWW.CITYOFOVIEDO.NET

April 13, 2011

Nilgün Kamp, AICP
Associate Principal
Tindale-Oliver & Associates, Inc.
1000 North Ashley Street, Suite 100
Tampa, Florida 33620

RE: Reference for Tindale-Oliver & Associates, Inc.

Dear Nilgün,

I would like to let you know that we truly appreciate the work you and others at TOA are doing for the City of Oviedo. In the public finance arena, TOA updated our fire, police, parks, and transportation impact fees and developed the administrative buildings impact fee. Since the completion of the studies, TOA provided additional support during our annual indexing as well as with various questions that came up related to the impact fee program.

TOA staff is always available to assist the City. The work you completed included a thorough analysis that gained the approval of our City Council and the public. When we didn't have the necessary local data, TOA's knowledge of the industry and ability to find suitable data from other jurisdictions were critical in the development of an accurate impact fee program. The City believes that TOA is an expert in the impact fee arena and we rely on your expertise heavily.

TOA staff understood the needs of our community and was responsive to them. In addition, TOA's detailed, yet easy-to-understand and user-friendly presentations helped us immensely during the implementation of our fees.

We look forward to working with TOA during future updates.

Sincerely,
THE CITY OF OVIEDO

Debra M. Pierre
Planning and Development Manager

www.cityofoviedo.net

Tindale Oliver

www.tindaleoliver.com

wwww.tindaleoliver.com

REQUEST FOR PROPOSALS
RFP # 2020R-002

IMPACT FEE STUDY
FOR
VILLAGE OF PALM SPRINGS

226 Cypress Lane
Palm Springs, FL 33461

Village of Palm Springs

REQUEST FOR PROPOSALS

RFP #2020R-002

IMPACT FEE STUDY

The Village of Palm Springs is seeking responses from qualified and experienced firms to provide professional services related to the evaluation of and recommendation for law enforcement and parks and recreation impact fees.

Request for Proposal documents are available beginning May 14, 2020. The Village of Palm Springs utilizes electronic online services for notification, distribution and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) contact the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) call the Village Clerk's office at (561) 965-4010.

Sealed Proposals must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Friday, June 12, 2020, at 4:00 P.M., EST.** Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened.

Proposers shall submit one (1) unbound original, six (6) bound copies and one (1) electronic version of the response on a CD or USB thumb-drive to the Village Clerk at the time and date specified. Proposers also have the option of submitting a response electronically via DemandStar.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2020R-002, IMPACT FEE STUDY"** Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Kimberly Wynn, Village Clerk, kwynn@vpsfl.org.

Request for Proposal documents are available on DemandStar, the Village's e-bid system, at www.demandstar.com or by contacting the Village Clerk's office at (561) 965-4010.

Deadline to Submit Questions: Questions must be submitted in writing to the Village Clerk, Kimberly Wynn at kwynn@vpsfl.org no later than the deadline on **Friday, May 22, 2020, at 4:00 PM, EST.**

After receiving all proposals, a virtual meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The Proposers and the public will have an opportunity to join remotely. The Physical Point of Access is Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron Desantis on March 20, 2020, the Village of Palm Springs will be utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statute to conduct public meetings

The Village reserves the right to accept or reject any or all Proposals, 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 Village.

Village of Palm Springs
Kimberly Wynn, Village Clerk
May 14, 2020
Publish: Lake Worth Herald and Demand Star

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ATTACHMENT A - AGREEMENT FOR PROFESSIONAL SERVICES

I. GENERAL INFORMATION and PURPOSE

1.1 PURPOSE

The Village of Palm Springs (hereinafter referred to as the Village) seeks the submittal of proposals from qualified and experienced firms who are interested in providing professional services related to the evaluation and modification of law enforcement and parks and recreation impact fees.

1.2 BACKGROUND

The Village of Palm Springs, established in 1957, is the 12t h largest city in Palm Beach County with a population of approximately 24,000 residents. Situated in the heart of Palm Beach County, the Village offers a small town feel with an incredible sense of community within one of the state's largest urban environments.

Due to an aggressive annexation program, the Village grew between 1997 and 2019 to 2,712 acres (4.2 square miles). The annexations involved improved residential and commercial properties, with little vacant land. The Village's population has grown (primarily as a result of annexing developed and occupied residential parcels) from 11,699 in the 2000 Census to its present size. The increase in land area, businesses and residents has created an impact on law enforcement and community policing services and additional demand on Village parks, recreational facilities and programs.

The Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated by Resolution No 2012-53 on July 26, 2012

1.3 SCOPE OF SERVICES

All services must be performed in accordance with applicable Federal, State and Local regulations. Qualified firms must follow the Village of Palm Springs Standards and Specifications while performing these services.

Below is an outline of the general scope of work desired from the selected Consultant.

A. Professional services to review the Village's law enforcement, and parks and recreation services and evaluate the impacts of development on these services:
   (a) Collection and assessment of recent, localized data (with assistance from Village staff)
   (b) Assess facility, equipment, infrastructure and services needed to support (re)development and/or growth resulting from annexation based on forecasts
   (c) Preparation of an appropriate impact fee determination methodology and fee assessment schedule (and a comparison with surrounding or comparable cities to ensure reasonableness, consistency and feasibility)
   (d) Recommendation of impact fees that are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected, and the benefits accrued to new residential and nonresidential construction
   (e) Recommendations for consideration of exception or waiver of impact fees, and the criteria for same
   (f) Consultant shall outline and coordinate regulatory process required to adopt new or revised impact fees:
      - Required public notices
      - Public hearing(s) with the Village Council
      - Coordination with various Village Departments and stakeholders

(g) If the consultant feels that additional task(s) are warranted, they must be clearly identified in the consultant's proposal

(h) The consultant shall assist the Village in defending the Impact Fee methodology, if legally challenged

1.4 WORK PRODUCTS REQUIRED

a) Impact Fee Study, including a description of overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and calculation that provide the legal nexus between the recommended Impact Fees and new development

b) Provide drafts:
   i. Draft for review and discussion with Village staff on the revised impact fees
   ii. Revised draft, if necessary, and Presentation for Village Council workshop
   iii. Revised draft, if necessary, and Presentation for Village Council formal consideration

1.5 PERFORMANCE SCHEDULE

The Village requires the Consultant to be responsive and timely in the performance of the work and responding to general phone calls and emails from Village project managers.

The performance schedule required from the Consultant will be defined in the Agreement for Professional Services, however, it is anticipated that the evaluation of the law enforcement and parks and recreation impact fees and recommendation of new impact fees will be completed and adopted within eight months from the execution of this agreement.

1.6 NO ORAL INTERPRETATIONS OF THE RFP

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Proposals. Therefore, oral statements about the RFP by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFP that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.7 REVIEWING THE RFP AND ADDENDA

Each Proposer should closely examine all the documents and requirements in this RFP. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format.

No later than **4:00 PM on Friday, May 22, 2020,** each Proposer shall deliver to the Village all the Proposer's questions concerning the intent, meaning and interpretation of this RFP. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Palm Springs
Kimberly Wynn, Village Clerk
226 Cypress Lane
Palm Springs, FL 33461
kwynn@vpsfl.org

If revisions to this RFP become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Demand Star website at www.demandstar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFP.

1.8 SCHEDULE AND DEADLINES FOR THE RFP

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	May 14, 2020
Deadline for Written Questions	May 22, 2020 - 4:00 PM
Final date for addendums	May 29, 2020 - 4:00 PM
Due Date	June 12, 2020 – 4:00 PM
Consideration/ Award by Village Council	July 9, 2020 – 6:30 PM

1.9 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

1.10 FEE AND PAYMENT

The Consultant will be responsible for the preparation of a project schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of the services. The schedule will include a Gantt Chart identifying the critical path, progress of each task and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within ten (10) working days of the notice to proceed on all assignments. The billing of services will include a progress update report, a revised schedule showing current percent complete by task/phase and a detailed invoice showing billings per task/phase outlined in the approved WA.

If Village staff request a change of scope, the Consultant shall notify the Village within ten (10) working days of the change and the associated cost impact. The Consultant will not proceed with additional services until receiving written approval from Village.

1.11 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement for Professional Services. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

1.12 LITIGATION CONCERNING THE RFP AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.13 PUBLIC RECORDS

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided

by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFP.

1.14 DRUG-FREE WORKPLACE

Preference shall be given to a business with a Drug-Free Workplace (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

1.15 CONE OF SILENCE

See Section 58-5 of the Village Code.

1.16 LOBBYING

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

1.17 PROHIBITION ON SCRUTINIZED COMPANIES

A. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement .

C. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Proposer agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including all renewals.

E. The Proposer agrees that if it or any of its subcontractors' status changes regarding any certification herein, the Proposer shall immediately notify the Village of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.18 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFP, including but not limited to the cost of making presentations to the Village.

1.19 INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers

should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.20 PROTEST PROCEDURES

See Section 58-6 of the Village Code.

1.21 NON-COLLUSION

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.22 CODE OF ETHICS

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFP's for work or for goods or services for the Village.

1.23 CONFLICT OF INTEREST

The award is subject to all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto.

II. SUBMITTAL INFORMATION

Proposals may be submitted via hand-delivery, mail, or e-bid (www.demandstar.com).

- **Hand Delivery or Mail:**
  One (1) electronic copy (on a CD or Flash Drive) of the Proposals must be submitted in a sealed envelope, Sealed Proposals must be clearly marked **"RFP #2020R-002, IMPACT FEE STUDY"** and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The Village cautions Proposer to assure actual delivery of mailed or hand delivered proposals directly to Village Hall (Attn: Village Clerk's Office), 226 Cypress Lane, Palm Springs, FL 33461The RFP is designed to provide the necessary information about your firm. Qualification Packages shall be submitted in a sealed envelope labeled with the Proposer's name, contact information, and the Request for Proposal (RFP) Number. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

  2.1 Qualification Packages shall be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, six (6) bound copies and a .pdf copy on a CD or USB thumb-drive.

  2.2 Responses to the RFP must be signed in ink by an authorized officer of the proposing

firm, who is legally authorized to enter a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the Village as constituting an Offer by the Proposer to perform the requiredservices.

2.3 One original, six (6) copies, and a .pdf copy on a CD or thumb drive of the Qualification Package must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane, Palm Springs, FL 33461, no later than by than **4:00 PM EST time on Friday, June 12, 2020,** at which time a list of respondents will be made public.

2.4 In accordance with the American with Disabilities Act (ADA), this document may be requested in an alternate format.

- **E-Bidding (via DemandStar) www.demandstar.com**
  Upload one (1) electronic copy (single file) in PDF format to DemandStar. E-bidding through the online bidding site shall be accepted in lieu of a sealed bid as outlined above. The Village shall not be responsible for nor accept proposal not properly uploaded by the proposal due date and time. ***Proposals received by fax or e-mail will NOT be accepted.***

III. EVALUATION AND SCORING

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. In the event there is only one responsive responsible response a selection committee shall not be required to be appointed. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

1. **Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the project manager, key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.

2. **Experience and Expertise:** Teams will be evaluated based on their recent experience on similar projects, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, construction change orders due to design deficiencies, problems encountered and the means to solve them.

3. **Project Delivery and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication

plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured. Include a detailed time schedule for start and completion of project.

4. **Firm's Resources, Personnel Availability and Commitment:** The firm shall demonstrate a commitment to ensuring the Village's interests are met by completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per the Village's specifications.

5. **Fees for Professional Services.** Provide a detailed itemization of cost of services. The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested outside the Scope of Services of this project, the Village reserves the right to negotiate a fixed fee for such services.

6. **References:** References will be evaluated based on their ratings, how relevant the project is to this RFP, and specific comments provided by the references.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

EVALUATION CATEGORIES		POINTS POSSIBLE
1.	Qualifications of Team	15
2	Experience and Expertise	20
3.	Project Delivery and Approach	15
4.	Firm's Resources, Personnel Availability and Commitment	15
5.	Fees for Professional Services	25
6.	References	10
	TOTAL OF POINTS	100 POINTS

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc.

In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

At the sole determination of the Selection Committee firms may be requested to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be

allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Village Clerk, 226 Cypress Lane, Palm Springs, Florida, 33461. Email kwynn@vpsfl.org.

IV. QUALIFICATION PACKAGE

4.1 Submit this portion of the Request for Proposals as your firm's Qualification Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Village to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Village.

4.2 The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Village in awarding the contract and such information is warranted by Proposed to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Village to reject the Proposals Package, and if after the award, to cancel and terminate the award and/or contract.

4.3 Each submittal must include the attached checklist labeled "Exhibit A." This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information," or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The Qualification Package must be organized in the following manner:

Tab#1 Cover Letter, Checklist, & Acknowledgement of Addenda

1.1 Please address firm's history, resources, personnel availability and commitment in cover letter.
1.2 Checklist (Exhibit A)
1.3 Acknowledgment of Addenda# (Exhibit B)
1.4 Qualification Submittal Signature Page (Exhibit C)

Tab#2 Consultant Profile

2.1 If a corporation, complete the following:
- 2.1.1 Firm name, address and phone number: (specify if different than parent company)
- 2.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
- 2.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
- 2.1.4 Date incorporated
- 2.1.5 State of incorporation Date authorized to do business in Florida
- 2.1.6 President, Vice President, Secretary
- 2.1.7 Federal Employers Identification Number

2.2 If partnership, complete the following:
- 2.2.1 Firm name, address and phone number: (specify if different than parent company)
- 2.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
- 2.2.3 Date organized, Type: General, Limited
- 2.2.4 Names and addresses of Partners
- 2.2.5 Federal Employers Identification Number

2.3 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.

2.4 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

2.5 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

2.6 Has the Proposer, its principals, officers or predecessor organization(s) ever been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details. Please note number

2.6.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications 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, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tab#3 Experience and Expertise

3.1 List projects completed and/or ongoing, specific and comparable, to this project. Indicate:

- Client Name, contact person and title, address, telephone number and fax number
- Description of the project including project starting and ending dates.
- Principal/Project Manager in Charge, licensing/ certifications, various team positions, whether team member is still with the firm
- Whether your firm was the primary or subcontractor
- Consultant cost
- Change orders issued with explanation of same
- Problems encouraged and the means to solve them
- Status of this fee study

3.2 Include firm's overall experience specific to this Request for Proposals, including public involvement, and size/scale of geographic areas of previous projects.

Tab#4 Key Proposed Project Team Personnel

2.5 Firm/Team Organizational Chart

2.6 Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For everyone listed, show discipline(s) of licensure/training

2.7 Include resumes for all key proposed project team personnel that identifies pertinent experience and expertise relative to this project.

Tab#5 Project Delivery and Approach:

5.1 Describe the project delivery plan for the project including the communication plan, how project will be managed to meet schedule and budget requirements.

5.2 Include a detailed time schedule for start and completion of project.

5.3 Include any innovative approaches to providing the described services.

5.4 Describe / demonstrate team's understanding of the Village's needs and challenges

Tab#6 References

6.1 Submit a completed Project Specific Reference form (Exhibit D) for projects that are listed in Tab #4. References must be for specific/similar projects, a minimum of three (3) references are required.

Tab#7 Fees for Professional Services

Tab#8 Attachments

8.1 As might be applicable, attach a copy of the current Florida Department of Business & Professional Regulation License(s) / registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab #3 and Tab#5.

8.2 Submit your State of Florida proof of incorporation

8.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

8.4 Conflict of Interest Disclosure Form (Exhibit E)

8.5 Notification of Public Entity Crimes Law (Exhibit F)

8.6 Drug Free Workplace (Exhibit G)

8.7 Non-Collusion Affidavit (Exhibit H)

8.8 Truth-In-Negotiation Certificate (Exhibit I)

8.9 W-9 Form

Tab #9 Additional RFP Information

IV. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract. **It is anticipated that the Village will award a contract to one Proposer.**

EXHIBIT A- CONSULTANT CHECKLIST

Note:

1) This Exhibit must be included in RFP immediately after the cover letter.
2) RFP Package must be put together in order of this checklist.
3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1) Acknowledgment of Addenda - Exhibit B (Tab 1) Qualification

Submittal Signature Page - Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab 4) Key Proposed Project Team Personnel (Tab 5) Project

Team Staffing Experience (Tab 5) Project Delivery and Approach (Tab 6) References - Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8) Notification of Public Entity Crimes Law - Exhibit F

(Tab 8) Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab 8) W-9 Form (Tab 8)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART 11, 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

EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from 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: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review:_____

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: _____
(Name of Company giving Reference)

Name/Title:_____ **Telephone:**_____
(Name and Title of person giving Reference)

Project:_____ **Fax:**_____
(Project for which references are being provided)

Project Manager:_____

Lead Professional: _____

Other Key Project Personnel:_____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**		
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**		
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**		
4.	**Rate how well the firm met the major schedule milestones for the project.**		
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**		

6.	**Rate the overall quality of the work.**		

7.	**Rate the technical competence of the firm and its consultants.**		
8.	**Rate the integrity and professionalism of the firm.**		
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes No**		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Signature Date

EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes.* All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer'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 Proposal.

_____ 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 Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT F- 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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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

EXHIBIT G - 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

EXHIBIT H- 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 Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2020R-_____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

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: _____

EXHIBIT I -TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name:

Title:

Date:

Signature:

EXHIBIT J - SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

CONTRACTOR:
By:_____

Name: _____

Title: _____ Date: _____

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: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this_____ day of_____, 20__, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and _____ hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

iii. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village . Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs

associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".

2. Invoice. The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village 's receipt of the Consultant 's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall , at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

    a. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include :

    a. Premises and/or Operations
    b. Independent Contractors
    c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
    d. Broad Form Property Damage
    e. Contractual Coverage applicable to this specific Agreement.
    f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

   a. Owned Vehicles
   b. Hired and Non-Owned Vehicles
   c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence of $1,000,000.00. Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) 'days' notice of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: ASSIGNMENT. The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES. The Consultant warrants that he/she 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 Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL. 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 THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village 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. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the

services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: 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, to 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 18: PUBLIC ENTITY CRIMES. Consultant 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs Attn: Village Manager 226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. 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 Agreement. 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.

SECTION 26: SURVIVABILITY. 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.

SECTION 27: COUNTERPARTS. This Agreement 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 Agreement.

SECTION 28: 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 CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit “A”, Consultant’s proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT. The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: PUBLIC RECORDS.

Consultant 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:

Keep and maintain public records required by the Village to perform the service.

1. 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.

2. 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 Village.

3. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village 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 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@ vpsfl.org OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable 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 Consultant against the Village and the Consultant 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

By:_____
Beverly Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to Form:

Glen Torcivia, Village Attorney

WITNESSES:

By:
Printed Name:

(Name Printed or Typed)

(Name Printed or Typed)

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: _____

FINAL PRESENTATIONS (VIRTUAL MEETING)
RFQ #2020R-002 Impact Study Fee

	Member A	Member B	Member C	Member D	Member E	Member F	Member G	TOTAL
Raftelis	**95**	**99**	92	78	ABSENT	80	83	527
Tindale-Oliver	**90**	**100**	94	86		95	82	547

Meeting Start: 10:05 AM
Adjourned: 11:27 AM

Committee Member absent due to an emergency - There were no scores submitted for either finalist

RFP #2020R-002 IMPACT STUDY FEE

BID TABULATION SHEET

	Committee Member A	Committee Member B	Committee Member C	Committee Member D	Committee Member E	Committee Member F	Committee Member G	Total Point
BAE Urban Economics	65	56	87	71	64	30	53	426
Raftelis Financial Consultants, Inc.	***85***	***91***	***99***	***92***	***95***	***90***	***83***	***635***
Tindale Oliver	***90***	***89***	***100***	***96***	***97***	***74***	***81***	***627***
TischlerBise, Inc.	***75***	***79***	***93***	***84***	***78***	***51***	***89***	***549***
Willdan Financial Services, Inc.	75	61	82	77	75	55	62	487

*****All scoring sheets are available for public inspection upon request***

07/10/2020 Bid Selection Committee Meeting - Virtual

third

FROM THE DESK OF *Kim Glas-Castro, AICP LEED AP*

TO: Richard Reade, Village Manager

FROM: Kim Glas-Castro, PZB Director

CC: Kimberly Wynn, Village Clerk

RE: Impact Fee Study RFP # 2020R-002

DATE: July 31, 2020

On May 14, 2020, the Village issued a Request for Proposals (RFP) for Impact Fee Study (RFP # 2020R-002) in accordance with Section 58-5, Competitive Selection Purchase Requirements, of Village Code. In response, five (5) proposals were received from the following firms: BAE Urban Economics, Raftelis Financial Consultants, Tindale Oliver, TischlerBise, and Willdan Financial Service.

An Evaluation Committee was formed by the Village Manager to review the five proposals and recommend an award to the Village Council. The seven members of the Impact Fee Study RFP Evaluation Committee met on July 10, 2020 to review each submittal. The Committee selected two (2) firms to invite for presentations/interviews: Raftelis Financial Consultants and Tindale Oliver.

Presentations/interviews were held on July 31, 2020. the Committee re-scored the two (2) firms based on the original six (6) criteria listed above, confirmed the final rankings and selected the top firm to recommend to the Village Council.

The Selection Committee found Tindale Oliver to be best qualified to meet the needs of the Village.

Direct: 561-434-5086 kglas-castro@vpsfl.org

Tabulation Sheet

Agency Name Village of Palm Springs

Bid Number RFP-2020R-002-0-2020/KW

Bid Name IMPACT FEE STUDY

Bid Due Date 6/12/2020 4:00:00 PM

Bid Opening **Closed**

5 responses found.

✓ online, offline, ● not submitting, ! not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Documents	Sent
Complete							
1 .	Bay Area Economics	06/12/2020	2600 10th Street, Suite 300, Berkeley, CA, 94710	$59120.00		Proposal	✓
2 .	Raftelis Financial Consultants, Inc.	06/12/2020	227 W. Trade St, Suite 1400, Charlotte, NC, 28202	$28785.00		Proposal	✓
3 .	Tindale-Oliver and Associates, Inc.	06/12/2020	1000 N. Ashley, Suite 400, Tampa, FL, 33602	$29985.00		Proposal	✓
4 .	TischlerBise, Inc.	06/11/2020	4701 Sangamore Road, S240, Bethesda, MD, 20852	$29490.00		Proposal	✓
5 .	Willdan Financial Services	06/12/2020	200 South Orange, Suite 1550, , Orlando, CA, 32801	$29260.00		Proposal	✓

Office of the Village Manager

June 25, 2020

To: Kim Wynn, Village Clerk

From: Richard J. Reade, Village Manager

Subject: Impact Fee Study for Village of Palm Springs – RFP #2020R-002

Please be advised that I am appointing the following staff members to serve on the Impact Fee Study for Village of Palm Springs Request for Proposals (RFP) – RFP #2020R-002 – to evaluate all of the proposal packages received and provide a recommendation that will be brought to the Village Council for consideration (expected during the July/August 2020 Council Meetings):

. Kim Glas-Castro - Chair
. Leanna Collazo
. Enrico “Rick” DiRienzo
. David Kanarek
. Robert Perez
. Sylvia Ward
. Gary Zito

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with the determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee Member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state’s sunshine law.

1.15 Cone of Silence [also provided in 58-5 (5) – Village Code]

a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:

   1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and

2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.

c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village, and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.

d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or, any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.

e. The cone of silence shall not apply to any purchasing anticipated to have a total value of $25,000.00 or less.

f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.

g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Police

ITEM 6.13:

Approve PBC Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Agreement (Renewal) - Palm Beach County Mutual Aid Agreement

SUMMARY:

The Police Department is recommending that the Village renew its participation within the Palm Beach County Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement with neighboring communities within Palm Beach County. The proposed Agreement, if renewed, would enable the Police Department to continue to provide/receive support and assistance for/from local policing agencies (i.e., law enforcement services and resources) to properly respond to emergency and intensive situations (i.e., continued, multi-jurisdictional law enforcement concerns). This proposed agreement would continue to enable the Village to better protect the peace and safety within our community while also working to preserve the lives and property of our citizens and businesses.

The Village has participated within PBC Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement for many years and the proposed, renewal agreement does not provide any changes and/or amendments. The existing current Agreement was approved on June 23, 2016 and is expected to expire on January 31, 2021.

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. Additionally, the Florida Mutual Aid Act provides that law enforcement agencies can enter into a combined mutual aid agreement for the following:

1. Law enforcement service, which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

2. Rendering of assistance in a law enforcement emergency.

Thus, in accordance with state law (Florida Interlocal Cooperation Act of 1969), staff is proposing to continue participating within the PBC Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement and extend the proposed, renewal agreement.

If approved, the proposed Mutual Aid Agreement would be effective upon approval by all parties within Agreement and will continue through January 31, 2025.

The proposed PBC Mutual Aid Agreement was prepared by the North Palm Beach Police Department, in collaboration with the Palm Beach County Association of Chiefs of Police, and was reviewed by the Police Chief, the Assistant Police Chief and the Village Attorney.

FISCAL IMPACT:

There proposed agreement does not have a direct fiscal impact to the Village.

ATTACHMENTS:

Proposed PBC Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement

PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in ***Attachment*** *I,* which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and

(2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause *to* arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining agency can be contacted.

3. The specific allegation.

4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: **POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.

D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.

G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: **EFFECTIVE DATE.**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2025.** On or about **September 30, 2024,** a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: **CANCELLATION**

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

ATTEST:

CITY OF ATLANTIS:

Michael LaCoursiere, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Brian Moree, City Manager (date)

(date)

CITY OF BOCA RATON:

Scott Singer Mayor (date)

Michele Miuccio, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Steven B. Grant, Mayor (date)

Michael G Gregory, Chief of Police (date)

Lori LaVerriere, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Shelly Petrolia, Mayor (date)

Javaro Sims, Chief of Police (date)

George Gretsas, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

John Kelly, President (date)

Sean Brammer, Chief of Police (date)

(date)

(date)

TOWN OF GULFSTREAM:

Scott Morgan, Mayor (date)

Edward Allen, Chief of Police (date)

Gregory Dunham, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Douglas Hillman, Mayor (date)

Craig Hartmann, Chief of Police (date)

Marshall Labadie, Town Manager (date)

(date)

TOWN OF HYPOLUXO:

Michael Brown, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Dixie Gualtieri, Deputy Clerk (date)

(date)

TOWN OF JUNO BEACH:

Jason Haselkorn, Mayor (date)

Brian J. Smith, Chief of Police (date)

Joseph F. Lo Bello, Town Manager (date)

(date)

TOWN OF JUPITER:

Todd R. Wodraska, Mayor (date)

Daniel J. Kerr, Chief of Police (date)

Matt Benoit, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

Dr. Daniel J. Comerford III, Mayor (date)	John Pruitt, Chief of Police (date)
Kevin Lucas, Town Administrator (date)	(date)

TOWN OF LAKE CLARKE SHORES:

Valentin Rodriguez Jr., Mayor (date)	William W. Smith, Ill, Chief of Police (date)
Daniel Clark, Town Administrator (date)	(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)	Sean M. Scheller, Chief of Police (date)
Deborah Manzo, Town Manager (date)	(date)

TOWN OF MANALAPAN:

Keith Waters, Mayor (date)	Carmen Mattox, Chief of Police (date)
Linda A. Stumpf, Town Manager (date)	(date)

VILLAGE OF NORTH PALM BEACH:

Susan Bickel, Mayor (date)	Rick Jenkins, Chief of Police (date)
Andrew Lukasik, Village Manager (date)	(date)

TOWN OF OCEAN RIDGE:

Kristine de Haseth, Mayor (date)

Hal Hutchins, Chief of Police (date)

Tracey Stevens, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Gail L. Coniglio, Mayor (date)

Nicholas Caristo, Chief of Police (date)

Kirk Blouin, Town Manager (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

Frank A Barbieri Jr., Chairman (date)

Frank J Kitzerow Jr., Chief of School Police (date)

Donald Fennoy, Superintendent (date)

(date)

CITY OF PALM BEACH GARDENS:

Carl Woods, Mayor (date)

Clinton Shannon, Chief of Police (date)

Ronal Ferris, City Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

Beverly Smith, Mayor (date)	Thomas Ceccarelli, Chief of Police (date)
Richard Reade, Village Manager (date)	(date)

CITY OF RIVIERA BEACH:

Ronnie Felder, Mayor (date)	Nathan Osgood, Chief of Police (date)
Johathan Evans, City Manager (date)	(date)

TOWN OF SOUTH PALM BEACH:

Bernice Fischer, Mayor (date)	Mark Garrison, Chief of Police (date)
Robert Kellogg, Town Manager (date)	(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)	Greg Kridos, State Attorney (date) Fifteenth Judicial Circuit.ln and For Palm Beach County, Florida
(date)	(date)

VILLAGE OF TEQUESTA:

Abby Brennan, Mayor (date)	Gustavo Medina, Chief of Police (date)
Jeremy Allen, Village Manager (date)	(date)

CITY OF WEST PALM BEACH:

Keith James, Mayor (date)	Frank Adderley, Chief of Police (date)
Faye Johnson, City Administrator (date)	(date)

Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Gulfstream Police Department
Highland Beach Police Department
Hypoluxo Beach Police Department
Town of Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Riviera Beach Police Department
South Palm Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Administration

ITEM 7.1:

Ensuring Access to Quality Distance Learning Opportunities for All - School District, County and Village of Palm Springs partnership to provide access to Internet

SUMMARY:

To ensure that all students reach their potential, the School District of Palm Beach County and Palm Beach County Government want to partner with municipalities and other entities in order to provide reliable internet service to neighborhoods with the greatest need. The School District has identified neighborhoods with limited access to the Internet, and the Village of Palm Springs contains several. The School District and County have compiled a series of solutions to bridge the digital divide to these homes. This presentation will discuss how a partnership between the School District, County, and the Village of Palm Springs can meet this urgent need and provide access to sustainable, in-home Broadband Internet.

FISCAL IMPACT:

Village of Palm Springs would be responsible for providing the cost of electricity to the mesh radios installed on Village property. The estimated cost has not been calculated yet. The mesh radio and root radio, typically use less than $5 per month per radio. The final design for the Palm Springs area has not yet been completed. There will be a distribution between radios installed on county poles, municipal buildings and/ or Lake Worth Beach Utilities poles. There is a cost of $50 per family for the Wi-Fi extenders which we are hoping to get assistance from fundraising and recruit business / corporate sponsors.

ATTACHMENTS:

Ensuring Access to Quality Wi-Fi Access - Village of Palm Springs Presentation
Village of Palm Springs Wi-Fi Project Fact Sheet V2
Map of Students Receiving Free and Reduced Lunch in the Village of Palm Springs that Need Internet Service

Ensuring Access to Quality Distance Learning Opportunities for All

Presentation to the Village of Palm Springs

Our Vision

The School District of Palm Beach County envisions a dynamic, ***collaborative*** multi-cultural community where education and lifelong learning are valued and supported and ***all learners reach their highest potential*** to succeed in the global economy.

Our Mission

The School District of Palm Beach County is committed to providing a ***world-class education with excellence and equity*** to ***empower each student to reach his or her highest potential*** with the most effective staff to foster the knowledge, skills, and ethics required for responsible citizenship and productive careers.

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Our mission is to grant all students, regardless of zip code, access to reliable internet service in their neighborhoods.

Challenge

Ensure equitable access to in-home Broadband Internet for all students to reach their potential by fully participating in education and community engagement opportunities.

Solution

Connect and collaborate with public and private partners to identify a series of solutions to bridge the divide to access sustainable, in-home Broadband Internet.

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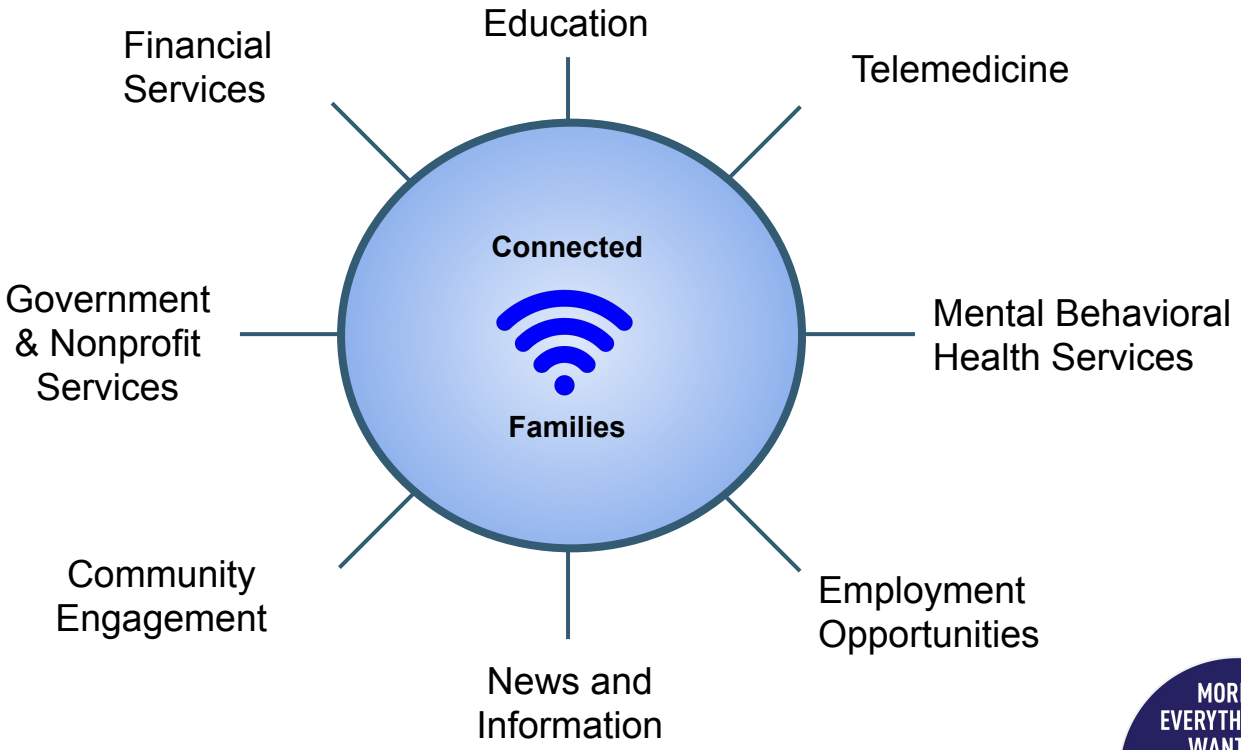
Opportunities to Connected Students/Families



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PALM BEACH COUNTY SCHOOLS Your BEST Choice!

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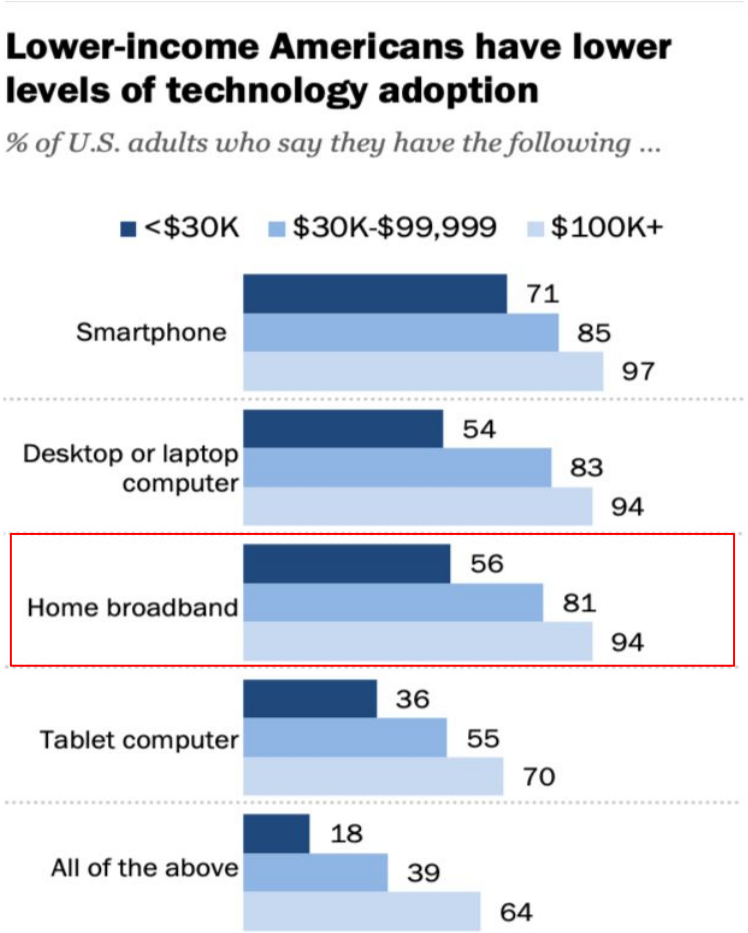
PALM BEACH COUNTY SCHOOLS Your BEST Choice!

High-performing A-rated District



Source: 2019 PEW Research

Students in Village of Palm Springs

					Device at Home				Internet at Home			
					Yes		No		Yes		No	
School Name	Enrolled	% ELL	% FRL	% SWD	n	%	n	%	n	%	n	%
District Total	174813	18.4	63.7	16.6	91989	61.7	57015	38.3	133574	89.6	15431	10.4
Palm Springs Elementary	1047	53.3	93.1	15.0	444	51.1	425	48.9	763	87.8	106	12.2
CO Taylor/Kirklane Elementary	1242	53.8	93.6	14.1	549	37.4	918	62.6	1207	82.3	260	17.7
Palm Springs Middle	1622	27.9	87.7	17.1	768	49.9	772	50.1	1385	89.9	155	10.1

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Municipal Wifi - Digital Inclusion

- **WPB (1,200+ students) and Delray**
  - Proof-of-Concept, old technology needs updated
  - PB County fiber & access points mounted on traffic signals, FPL poles
  - Student devices $50 to boost signal strength
  - Two networks available
    - Life and Safety
    - Education

- **PBC Digital Inclusion $10m CARES Funds**
  - Buildout of infrastructure in coverage areas prioritized with PBC & School District
  - Expend funds by December 30th
  - Pole attachments to City of Lake Worth Beach electric poles
  - One-time & Recurring Costs

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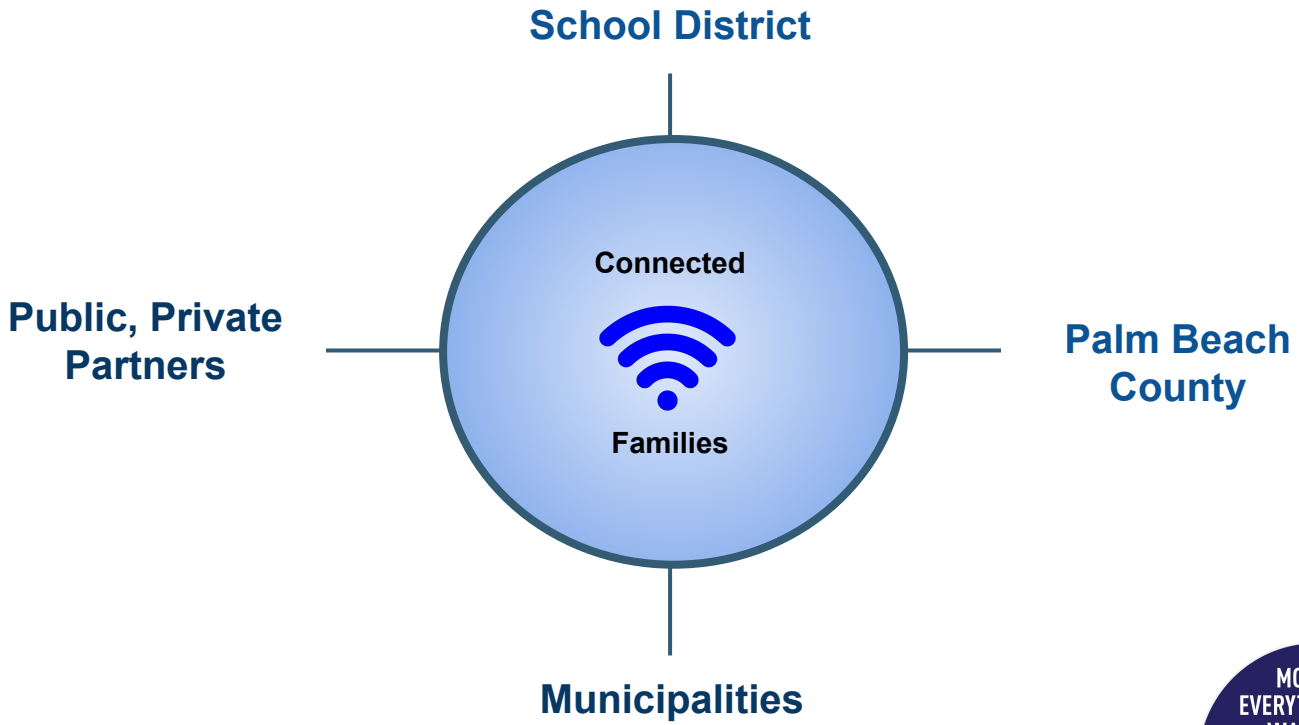
Municipal Wifi - Digital Inclusion



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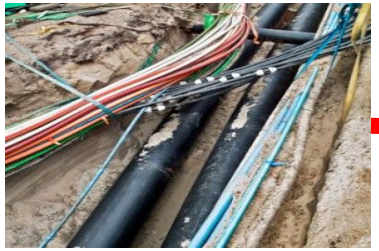
Municipal Wifi - Digital Inclusion

Agencies and Roles

Agency	Role
School District	Connect organizations, identify students, establish priority zones, provide devices, train families, communication, community engagement
PB County	CARES budget, engineering, technical setup
Municipality	Interlocal agreements, sustainability, budget, communication, services
Community Organizations	Training, support, services, funding, advocacy
Utilities	Support access to infrastructure, power
Policy Makers	Legislation, policy, funding

Creating a Municipal Wifi Mesh

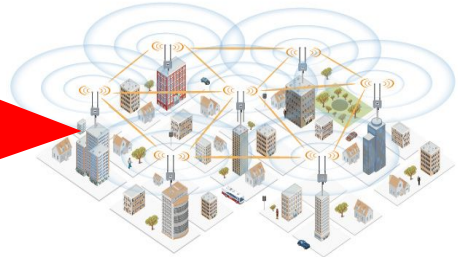
Lay Fiber Optic Cable



Connect Fiber to Root Radios

Root Radios Connect to Mesh Radios

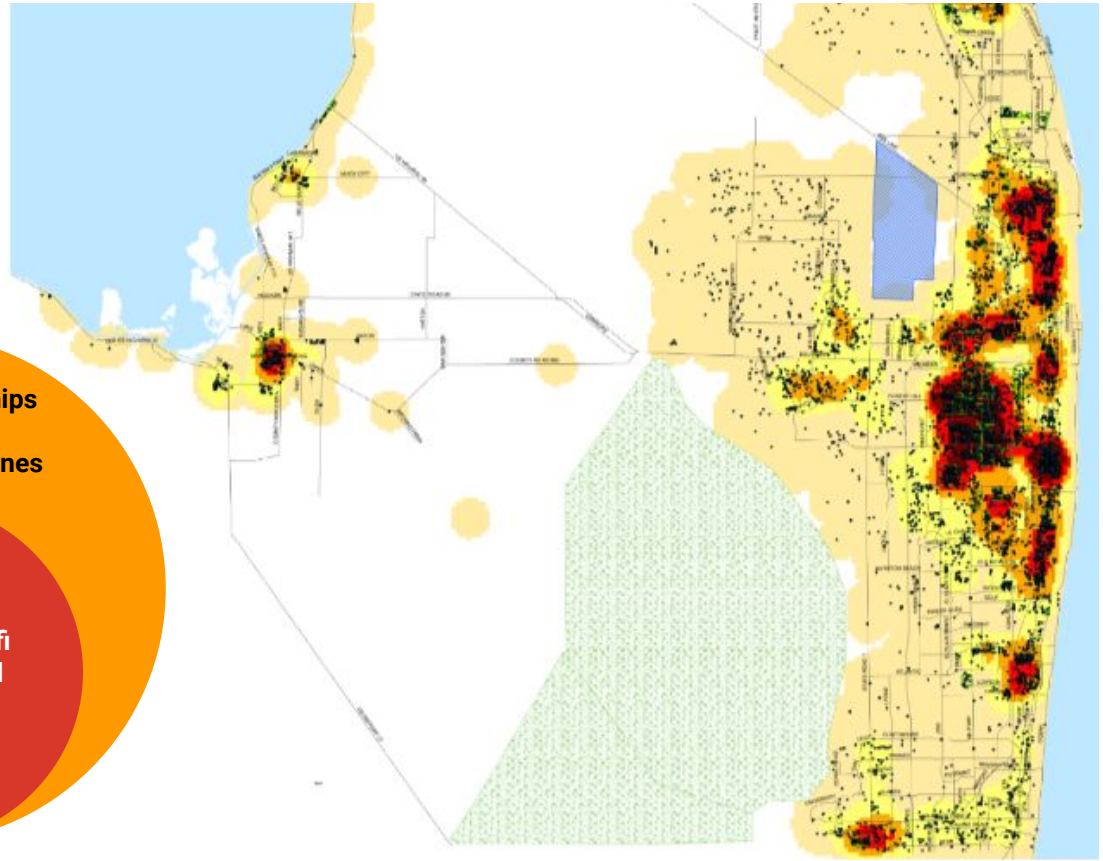
Root & Mesh Radios Create Wifi Mesh

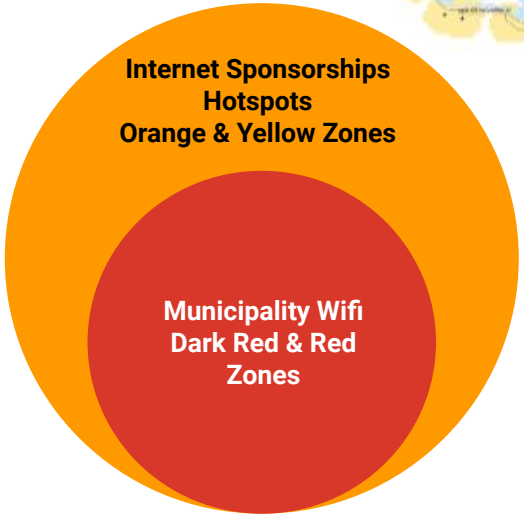


Wifi Extenders Capture Wifi Mesh Signal

Family Enjoys Wifi

Municipal Wifi - Digital Inclusion





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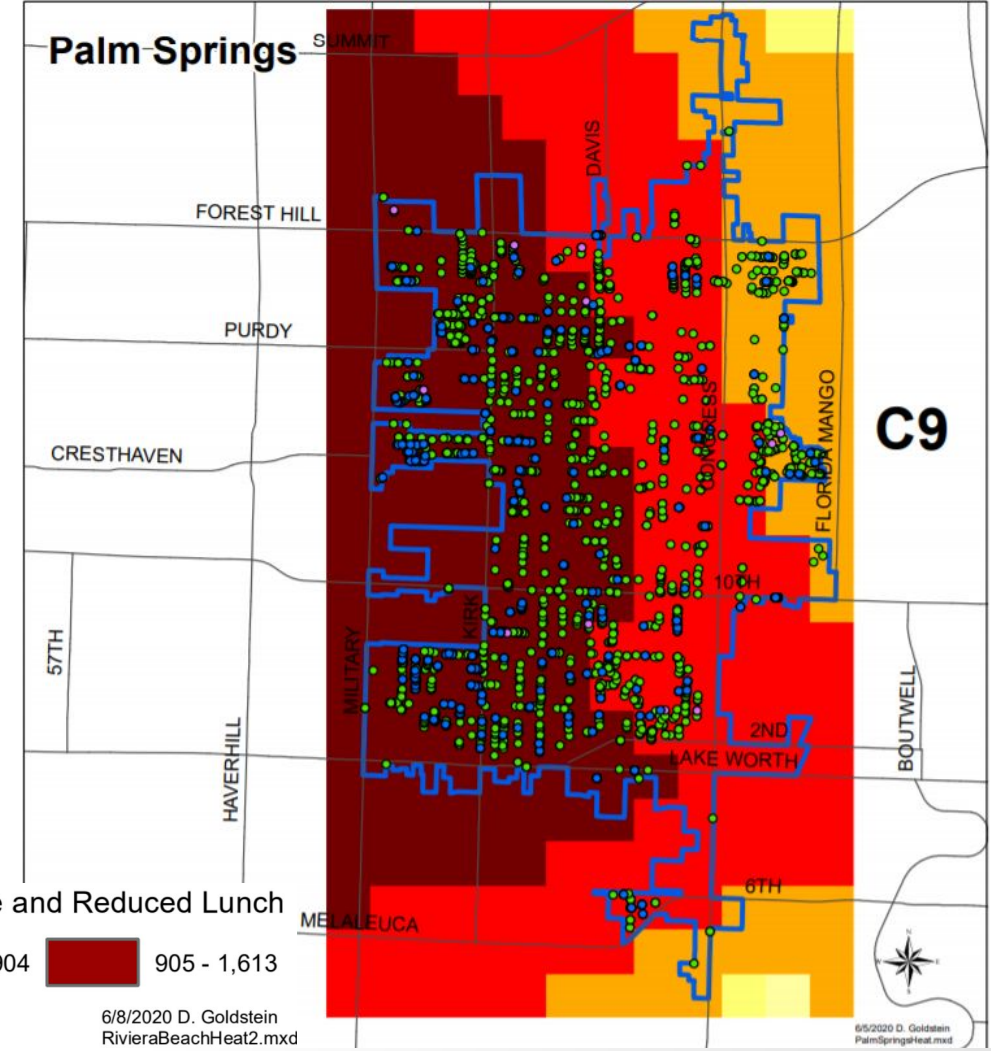

Free & Reduced and Responding No Interent

Responding No Interent

Free & Reduced

Jenks Natural Break Classification by All Students recieving Free and Reduced Lunch

Density per 1/2 mile

3 - 120

121 - 303

304 - 537

538 - 904

905 - 1,613

6/8/2020 D. Goldstein
RivieraBeachHeat2.mxd

Municipal Wifi - Digital Inclusion
Village of Palm Springs Student Impact

Heat Map Zone	# of Students Impacted
Extreme Density (Dark Red)	2,634 (2,306 FRL)
High Density (Red)	1,179 (1,002 FRL)
Medium Density (Orange)	273 (220 FRL)
Total	4,086 (3,528 FRL)

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Questions?

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THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FL

ADAM MILLER, PH.D.
DIRECTOR

KEITH OSWALD
DEPUTY SUPERINTENDENT/CHIEF OF SCHOOLS

EDUCATIONAL TECHNOLOGY DEPARTMENT
3300 FOREST HILL BOULEVARD, B-332
WEST PALM BEACH, FL 33406

MARK HOWARD
CHIEF PERFORMANCE ACCOUNTABILITY

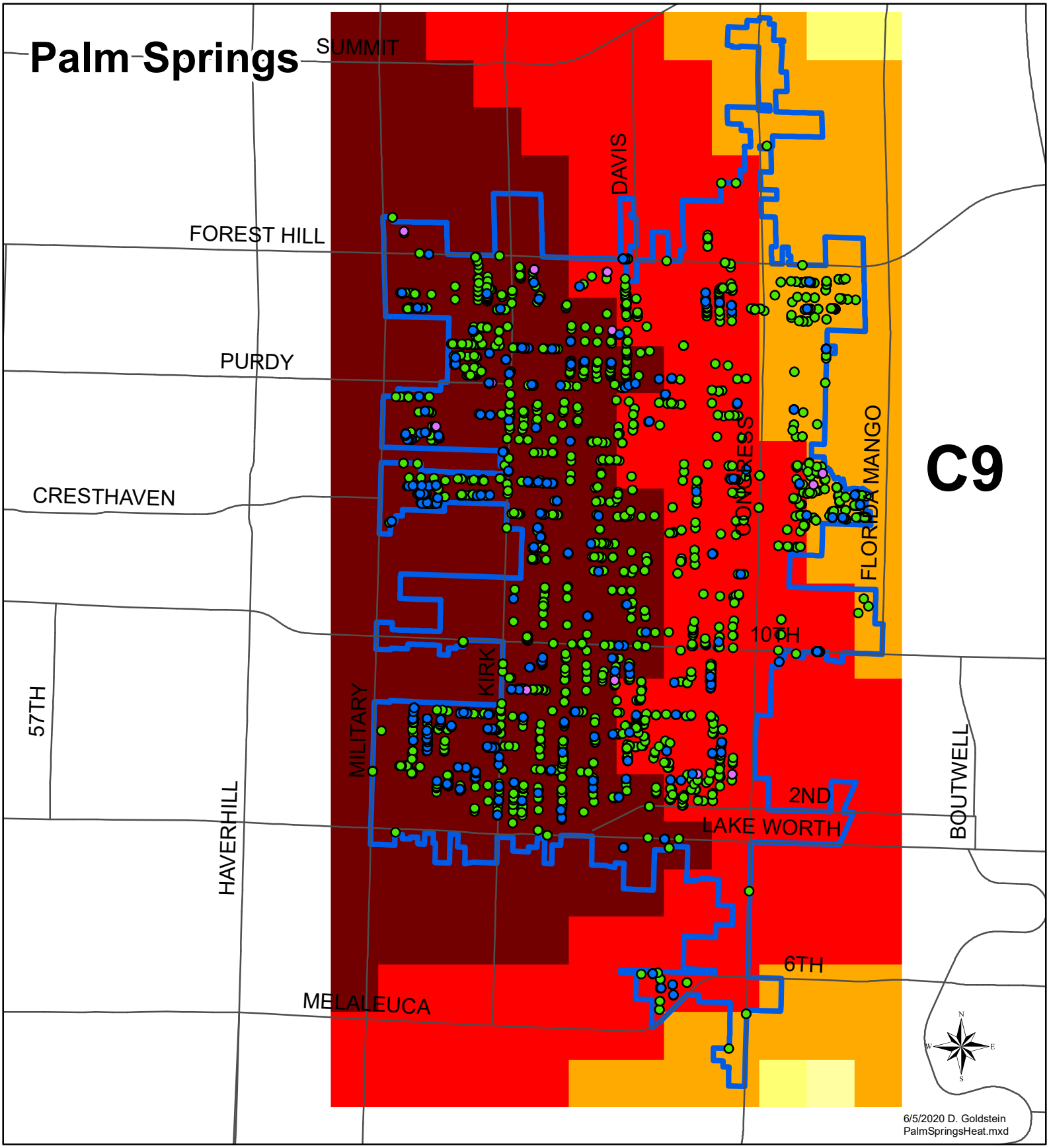
PHONE: 561-434-8499 / FAX: 561-434-8392
WWW.PALMBEACHSCHOOLS.ORG/DEPARTMENTS/EDUCATIONAL_TECHNOLOGY

Village of Palm Springs Wifi Project Fact Sheet

- What is the goal of the project?
  - The goal for this collaborative project is to provide wifi service to students and their families who might not otherwise be able to afford the requisite level of connectivity for learning from home.
- Who will be involved in this project?
  - This project will be a collaborative effort between the municipality, Palm Beach County and the School District of Palm Beach County.
- What are responsibilities of each organization during the project?
  - Municipality
    - Provide approval for the project
    - Provide funding for pole rental and electricity to wifi radios placed within the municipality
    - Fundraise for wifi extenders (with school district) at approximately $50 each
    - Consider other services and opportunities for students and families
  - Palm Beach County
    - Conduct a survey of the area to determine radio placements and fiber buildout
    - Complete fiber buildout
    - Install and maintain radios
    - Utilize CARES Act funds to absorb the installation and maintenance of the fiber and radios
  - School District of Palm Beach County
    - Identify areas of focus based on density of students on free/reduced lunch and parent survey results (indicating no internet access at home)
    - Allow wifi radios to be installed on School District buildings and provide electricity for the radios
    - Fundraise for wifi extenders (with municipality)
    - Provide a system to train identified families on the use of the wifi system and distribute wifi extenders

- Who will install the radios to the poles?
    - Palm Beach County will configure and manage the radios. Given the number of areas throughout the County that we will likely be extending this project to, the County would absolutely be open to having the City assist with the install of the radios. The CARES Act funding only covers the equipment. There is no component for salary or labor reimbursement as part of the project. All the labor the County team will put towards this project will be absorbed into their daily responsibilities.
- What is the longevity of the radios?
    - The radios normal replacement cycle would be 8-10 years however the current Pleasant City radios have been operational for over 12 years.
- Are the attachments to the telephone poles wired or wireless?
    - Approximately 10%-20% of the radios are considered root radios and are fiber attached. These include the radios that the County will install on the monopoles at each school. The school radios are considered the primary root or base radios. All other radios are considered mesh radios and connect wirelessly back to the roots. The new radios selected for this project would be mounted to the vertical portion of the pole. Power would either be delivered via an intercept of power to the streetlight or a secondary feed provided by the utility. Pictures of the proposed types of radios are below.

- How is a radio replaced if a pole is knocked down?
    - The County would work with the pole owner and would replace the radio once the pole is repaired/replaced.



Jenks Natural Break Classification by All Students recieving Free and Reduced Lunch

- Free & Reduced and Responding No Interent
- Responding No Interent
- Free & Reduced

Density per 1/2 mile

3 - 120	304 - 537
121 - 303	538 - 904
	905 - 1613

Palm Beach County School District

Planning & Intergovernmental - GIS

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Resolution No. 2020-06 - Site Plan (SPR20-03) and Four (4) Waivers - 3922 Park Lane (*Quasi-Judicial Hearing*) [Continued from May 14, 2020 meeting]

SUMMARY:

Mr. Cory Cross, agent for Mirza Investment Group Inc ("Applicant"), is requesting that the Council reconsider their previous decision on a site plan (SPR20-03) for a residential planned development (RPD) that was previously planned to include the construction of ten (10) multi-family dwelling units within one 3-story townhouse-style building located on a 0.79-acre parcel, located at 3922 Park Lane.

During the Council's May 14, 2020, meeting a majority of the Council members voted to deny the Applicant's request (3 to 2 to deny the applicant's request). As a result, Mr. Cross immediately requested the Council to provide options to the proposed project that would allow the Council to reconsider their action, which included the elimination of two (2) dwelling units [a total of eight (8) townhomes] and install a concrete wall rather than a PVC fence. The Council unanimously authorized that the public hearing be continued to enable/provide the applicant with sufficient time to amend the submitted site plan.

The Applicant has submitted revised plans for the proposed townhouse complex for consideration by the Village Council and include the following:

1. Reduce the total number of units from ten (10) to nine (9) (elimination of one unit)
2. Reduce building height from 30'-2 ¾" to 24'-1" eliminating 1 floor (from 3-story to 2-story)
3. Replace perimeter (east and west sides) vinyl fence with concrete block wall
4. Increase west side setback from 65'-7" to 69'-11"
5. Eliminate balconies
6. Expand the width of the units from 18'-9" to 20'-5" (increase in building footprint)
7. Relocate water heaters to inside the garages

8. Deepen 2nd floors from 23'-8" to 40'
9. Reduce the size of bedrooms (between 2 to 30 sf)
10. Reduce gross floor area from 1,776 sf to 1,670 sf
11. Increase back patios by 36 sf (from 60 sf to 96 sf)
12. Decrease open space by 275 sf (from 15,651 sf to 15,376 sf)
13. Increase impervious area from 17,905 sf to 18,329 sf

Each proposed rental townhouse unit would include a one-car garage, 3 bedrooms, 2 bathrooms, a living room, and a kitchen, and additional parking spaces would be provided within a common parking lot. The standard lease is expected to restrict all units to two (2) vehicles/two (2) parking spaces per unit (which includes the garage) and would ensure that Village Code parking requirements are met (1.6 visitor parking spaces per unit with 45% of the parking spaces designated for guests).

Note: The Village Code - Section 34-875(2). Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning & Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of planned development.

The Applicant is requesting four (4) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 - Allow a 24' wide drive aisle rather than the required 26' wide drive aisle for 2-way traffic
2. Relief from Sec. 34-1064(c) - Allow a residential planned development project with only 0.79 acres of a land area rather than the required 3-acre minimum
3. Relief from Sec. 34-766(1) - Allow 10 multi-family dwelling units to be constructed on an 0.8-acre parcel rather than the required 1.87-acre minimum lot size
4. Relief from Sec. 34-1063(a)(1) - Allow one sidewalk along the driveway rather than the required sidewalks on both sides of the main driveway

The Planning & Zoning Board considered this previous proposal during two (2) separate meetings - the Applicant requested a continuance during the February 2020 meeting (until the Board's April 2020 meeting) to make changes to the plans and attempt to alleviate staff 's concerns that the proposed common amenity areas did not comply with the objectives of the Village's residential planned development regulations for open space. The revised plans eliminated one (1) dwelling unit (from 11 down to 10 townhomes) and aggregated the proposed common amenities (i.e., playground equipment, playhouse, picnic table, and sitting area) within the southeast corner of the proposed property/development.

The Planning & Zoning Board expressed concerns during both the February 2020 and April 2020 meetings about various issues that were not addressed within the applicant's revised plans (See attached staff report), which resulted in the Planning & Zoning Board not supporting Waivers #2 and #3 pertaining to the size of the parcel. The Planning & Zoning Board considered the requested RPD site plan during its regular meeting on April 14, 2020, and recommended denial.

Note: Based on the property standards within the Residential Multi-Family (RM) zoning district (specifically the minimum lot area requirements) outlined in Village Code Section 34-766(1), the proposed 0.79-acre parcel would only be able to support a maximum of five (5) dwelling units rather than the ten (10) units that were proposed by the developer. The applicant is seeking two (2) waivers in order to obtain approval as a Residential Planned Development (RPD) and therefore the ability to maximize density on the property with nine (9) dwelling units.

Although the proposed, revised site plan does not meet the Council's direction to reduce the number of units down to eight (8) units, the Planning, Zoning & Building department does not object to the proposed Residential Planned Development Site Plan with the proposed four (4) waivers and, if approved by the Council, recommends conditional approval of the forty-four (44) conditions of approval, along with the voluntary monetary contribution, requested by the School District to mitigate school impacts.

FISCAL IMPACT:

The proposed project is expected to have a fiscal impact to the Village as it is would enhance the Village's assessed property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

Proposed Resolution No. 2020-06 - Site Plan & Four (4) Waivers
Exhibit "A" - Staff Report and Conditions of Approval
Agent's Letter Outlining Revisions Made in Response to Village Council Direction
Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters
Project Narrative and Justification Statement
Colored Site Plan and Building Elevations and Renderings
Legal Description
Aerial Map and Location Map
Applicant Presentation - 3392 Park Lane Townhouses

RESOLUTION NO. 2020-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, A REQUEST FROM MR. CORY CROSS, AGENT FOR MIRZA INVESTMENT GROUP INC., (APPLICANT) FOR SITE PLAN (SPR20-03) WITH FOUR (4) WAIVERS, FOR A RESIDENTIAL PLANNED DEVELOPMENT. THE PROPOSED SITE PLAN INCLUDES NINE (9) MULTI-FAMILY DWELLING UNITS WITHIN ONE 2-STORY TOWNHOUSE-STYLE BUILDING, LOCATED AT 3922 PARK LANE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, April 14, 2020 the Planning and Zoning Board reviewed and considered the request of Mr. Cory Cross, Agent for Mirza Investment Group Inc., ("Applicant"), who request approval of SITE PLAN (SPR20-03) WITH FOUR (4) WAIVERS, for a residential planned development (RPD). The proposed site plan consists of nine (9) Multi-Family dwelling units within one 2-story townhouse-style building, located at 3922 Park Lane; and

WHEREAS, the Applicant is requesting four (4) waivers for the proposed RPD site plan:

Note: Within the proposed site plan, the Applicant is requesting four (4) waivers:

1. 1. Relief from Sec. 34-1328 - Allow a 24' wide drive aisle rather than the required 26' wide drive aisle for 2-way traffic.
2. Relief from Sec. 34-1064(c) - Allow a residential planned development project with only 0.79 acres of a land area rather than the required 3-acre minimum.
3. Relief from Sec. 34-766(1) - Allow 10 multi-family dwelling units to be constructed on an 0.8-acre parcel rather than the required 1.87-acre minimum lot size.
4. Relief from Sec. 34-1063(a)(1) - Allow one sidewalk along the driveway rather than the required sidewalks on both sides of the main driveway.

WHEREAS, the Planning and Zoning Board recommended denial and forwarded their recommendation to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of the Applicant for a Residential Planned Development Site Plan (SPR20-03) and four (4) waivers is requesting site plan approval which consist of nine (9) multi-family dwelling units within one 2-story townhouse-style building, located at 3922 Park Lane.

The Planning and Zoning Board considered these requests during their April 14, 2020, meeting. Having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application as revised, with the staff report conditions attached hereto as Exhibit "A", and which is incorporated herein by reference:

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not. Plus, the voluntary monetary contribution, requested by the School District to mitigate school impact

Section 2. This Resolution shall take effect 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:

	Aye	Nay	Absent
BEVERLY SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Planned Development Site Plan with Four (4) Waivers - 3922 Park Lane

Application Summary			
Applicant / Petitioner	Park Lane Condominiums LLC	Submittal Date	7/27/2019
Reference Name	3922 Park Lane	Case Number	SPR20-03
		Parcel Control No	70-43-44-18-00-000-7190
Location	3922 Park Lane	Site Area	±0.79 acres
P&Z Bd Meeting	February 11, 2020 (requested by applicant to be postponed) April 14, 2020	Council Meeting	May 14, 2020 (requested by applicant to be continued) August 20, 2020

Requests	
Proposed Use(s)	Residential Planned Development Site Plan for construction of ~~10~~ 9 residential dwelling units within 1 ~~three-story~~ two-story building.
Number of Buildings	1 ~~3-story buildings (7,238 SF total)~~ 2-story building (7,513 SF total)
Waivers	1. Requesting a waiver from Sec.34-1328 to allow 24' instead of 26' required for a double vehicular drive isle. 2. Requesting a waiver from Sec.34-1064(c) to allow a residential planned development project to be developed in 0.79 acres property instead of 3 acres minimum required. 3. Requesting a waiver from Sec.34-766(1) to allow ~~10~~ 9 multi-family dwelling units to be constructed on a 0.8 acres property instead of ~~1.87~~ 1.65 minimum lot size required. 4. Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.

Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of ~~32~~ 29	33 spaces	Yes

Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (North)	25'	25'	Yes
Rear yard (South)	20'	~~65'-7"~~ 69'-11"	Yes
Side yard (East)	20'	20'-1"	Yes
Side yard (West)	20'	58'-7"	Yes

Site Characteristics			
Existing Use	Residential vacant lot	Proposed Use	Residential Multiple-Family
Existing Zoning	Residential Multiple-Family (RM)	Proposed Zoning	Residential Multiple-Family (RM)
Existing Future Land Use	High Density Residential	Proposed Future Land Use	High Density Residential

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential single-family residence	Low Density Residential	Residential Multiple-Family (RM)
South	Residential single-family residence	High Density Residential	Residential Multiple-Family (RM)

East	Residential multi-family units	High Density Residential	Residential Multiple-Family (RM)
West	Residential multi-family units	High Density Residential	Residential Multiple-Family (RM)

Recommendation

At the 1st Planning & Zoning Board hearing on February 11, 2020, the board members expressed the following concerns:

- Concern that the proposed dumpster enclosure location is too close to the residential property to the south- waiver was requested to locate it at 12'-1" rather than 25', plans were revised and need for the waiver was eliminated prior to the 2nd Planning & Zoning hearing 4/14/2020.
- Concern about long-term viability of the proposed vinyl fence along east and west sides - board member recommended concrete wall on both sides.
- Concern that the proposed parking count, even meeting Village code, wasn't going to be enough due to 3-bedroom units, residents will start parking on the swale.
- Concern that ongoing parking issues will create more code enforcement services and police calls.
- Concern that garages will not be used for parking and will be used as storage.
- Concern that traffic generated will create a considerable volume of vehicle along our local roads, specifically Park Lane/Greenbriar Drive consideration this is a two-lane road.
- Concern that proposed density is too high for this small parcel.
- Concern about access for service vehicles (first responders and garbage trucks) and ability to maneuver with an end dead road.

Based on direction received at the hearing, the applicant revised the plans to eliminate one unit and to provide an aggregated common amenity area, and eliminated the need for 2 waivers (dumpster setback and east side building setback).

The project was presented again to the Planning & Zoning Board on April 14, 2020 and the board members expressed some of the same concerns:

- Concern about long-term viability of the proposed vinyl fence along east and west sides - board member recommended concrete wall on both sides.
- Concern that the proposed parking count, even meeting Village code, wasn't going to be enough due to 3-bedroom units, residents will start parking on the swale or in the drive aisle.
- Concern about how the rental property is going to be monitored if there is no onsite manager.
- Concern about access into the private garages and blocking drive aisle since there are no driveways (applicant stated that remote controls will be provided to residents).
- Concern that ongoing parking issues will create more code enforcement services and police calls.
- A lease restriction is needed that provides no boat parking shall be allowed at all in the property.
- Concern that garages will not be used for parking and will be used as storage.
- Concern that traffic generated will create a considerable volume of vehicle along our local roads, specifically Park Lane/Greenbriar Drive consideration this is a two-lane road.
- Concern that proposed density is too high for this small parcel.
- Concern about access for service vehicles (first responders and garbage trucks) and ability to maneuver with an end dead road.
- Board members stated that they did not support Waivers #2 and #3 pertaining to the size of the parcel. Note: As a residential project consistent with the criteria of the Residential Multi-Family (RM) district, the property could only support a maximum of 5 dwelling units pursuant to Village Code Section 34-766(1). The applicant is seeking two waivers in order to obtain approval as a Residential Planned Development and therefore the ability to maximize density on the property with ten dwelling units.

Planning & Zoning Board did not support the project and recommended denial – motion carried 4-1.

At the May 14, 2020 Village Council hearing, the majority of the Council members expressed concerns with the project density and directed the Applicant to eliminate two units.

Based on direction received at the hearing, the applicant revised the plans to eliminate one unit while retained the same amount of parking and made the following changes:

1. Reduced building height from 30'-2 ¾" to 24'-1" eliminating 1 floor (from 3-story to 2-story)
2. Replaced the perimeter (east and west sides) vinyl fence with concrete block wall
3. Increased west side setback from 65'-7" to 69'-11"
4. The balconies were eliminated
5. Expanded the width of the units from 18'-9" to 20'-5" (increase in building footprint)
6. Water heaters are now located inside the garages
7. Deepened 2nd floors from 23'-8" to 40'
8. Bedrooms are slightly smaller by 2 to 30 sf
9. Gross floor areas were reduced from 1,776 sf to 1,670 sf
10. Back patios were increased by 36 sf (from 60 sf to 96 sf)
11. Open space decreased by 275 sf (from 15,651 sf to 15,376 sf)
12. Increased impervious area from 17,905 sf to 18,329 sf

<u>Staff does not object</u> to the applicant's proposal and recommends conditional approval of the site development plan based on the applicant intent to maximize the density allowance and their effort to create a safer open space for passive/leisure activities.

I. Site History

- Ordinance 1997-07: Annexation

The property was voluntarily annexed into the Village of Palm Springs on September 13, 2007 and designated with the Residential Multiple-Family zoning district and Future Land Use category of Low Density Residential. On April 26, 1997 the land use designation was subsequently changed as part of a small-scale comprehensive land use amendment under Ordinance No. 2012-12, to High Density Residential. At the time of the annexation the property was developed with a single-family residence, which was demolished between 2017 and 2019 without a permit.

II. Comprehensive Plan Consistency

The subject property Future Land Use designation is High Density Residential with a Residential Multiple-Family (RM) zoning district, respectively. The subject site is ± 0.79 acres, which is small for a high-density lot. Although it does meet the minimum property development regulations for the minimum lot dimensions, the site is a narrow rectangular lot. The small size of the lot affects the ability to comply with all the Land Development Regulations for a residential planned development project, specifically the following land development regulations are not met.

- Minimum lot size for a residential planned development shall be 3 acres, the property is 0.79 acres.
- Interior drive isle with double circulation is 24' instead of 26' required.
- Minimum lot size for a 9 dwelling unit project shall be 1.65 acres. The property is 0.79 acres, and based on the size of the property would limit the maximum development of the site to 5 dwelling units.
- Sidewalks shall be provided on both sides of the main street; the project is proposing a sidewalk on one side only.

III. Waivers Requested

The applicant is seeking the following four (4) waivers from Village Code requirements:

Waiver #1: Requesting a waiver from Sec.34-1328 to allow 24' instead of 26' required for a double vehicular drive isle.

Waiver #2: Requesting a waiver from Sec.34-1064(c) to allow a residential planned development project to be developed on a 0.79-acre property instead of 3 acres minimum required.

Waiver #3: Requesting a waiver from Sec.34-766(1) to allow ~~10~~ 9 multi-family dwelling units to be constructed on a 0.8 acres property instead of ~~1.87~~ 1.65 acres minimum lot size required.

Waiver #4: Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.

The Applicant's full justification to the waivers is attached hereto.

a. <u>The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.</u>

Waiver 1: The waiver for minimum required vehicular drive isle reduction is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.
Waiver 2: The waiver for minimum acreage requirement reduction for a residential planned development is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.

Waiver 3: The waiver for minimum acreage requirement reduction for a RM district is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.
Waiver 4: The waiver for sidewalk requirement reduction for a residential planned development is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1: The reduction of driveway width will reduce the amount of impervious area. Drivers requiring extra back-up space will be able to use the garage "driveways" for additional room.
Waiver 2: The project utilizes an underdeveloped lot, which is too large for a single-family home, and too small for a conventional multi-family development. The design allows better emergency vehicle access than several single-family lots.
Waiver 3: The project utilizes an underdeveloped lot, which is too large for a single-family home, and too small for a conventional multi-family development. Typical SF lots in this neighborhood are about 0.2 acres, or about ¼ the size of this site.
Waiver 4: The proposed sidewalk provides access to all units and parking areas. A second sidewalk would be unused and result in the loss of landscape area.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.
Waiver 2: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.
Waiver 3: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.
Waiver 4: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1: Not applicable to this waiver request
Waiver 2: Not applicable to this waiver request
Waiver 3: Not applicable to this waiver request
Waiver 4: Not applicable to this waiver request

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1: Not applicable to this waiver request
Waiver 2: Not applicable to this waiver request
Waiver 3: Not applicable to this waiver request
Waiver 4: Not applicable to this waiver request

f. Economic issues may not be used to justify waivers.

Waiver 1: There are no economic issues being used to justify this waiver.
Waiver 2: There are no economic issues being used to justify this waiver.
Waiver 3: There are no economic issues being used to justify this waiver.
Waiver 4: There are no economic issues being used to justify this waiver.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1: Not applicable to this waiver request
Waiver 2: Not applicable to this waiver request
Waiver 3: Not applicable to this waiver request
Waiver 4: Not applicable to this waiver request

Staff generally does not object to the applicant's request based on the intent of the applicant to maximize the utilization of the land conforming with the high-density allowance. Although the applicant eliminated one unit, the building footprint was expanded resulting in a decrease of open space.

IV. Neighborhood Compatibility

1) The proposed project is located on the south side of Park Lane.
2) A new community park is under construction within 230 feet, on the northeast corner of Kirk Road and Park Lane.
3) The Village Center is located within 0.6 miles.
4) A mix of different uses like general retails, restaurants, grocery supermarket, gas stations, professional offices, schools, child day cares are located on the proximities within 1-mile radius.
5) Surrounding properties are generally residential uses, and existing characteristics are as follow:

Direction	Number of units	Property size	Future Land Use utilization (du/acres)	Future Land Use Designation (du/acres)	Maximum # of units permitted
North	1	0.5	2	5.8	2
South	1	0.5	2.1	19	9
East (3 properties)	3 3 3	0.33 0.33 0.33	6.3 6.3 6.3	19 19 19	6 6 6
West	8	0.76	10.8	19	14
This Property	9	0.79	11.4	19	15

Additionally, while the proposed 2- ~~3~~-story building is supported by the residential planned development regulations, abutting properties are only 1-story structures. Perimeter compatibility treatment along the east side, specifically 6' high privacy concrete block wall and abundant landscaping is proposed as mitigation.

V. Regulatory Issues

• The site plan generally conforms to the property development standards of the Residential Planned Development, except for the four waiver requests.

1) The proposed project plan generally meets required site development regulations.
2) An after-the-fact permit shall be submitted with the Planning, Zoning and Building department for the demolition without permit of the house that was on the property.
3) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County and the Village of Palm Springs.
4) Civil/Utility plans shall be approved by the Village's Engineer.
5) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
6) Proposed development will negatively impact the public-school system, a $12,913.00 contribution is requested by the School District of Palm Beach County.
7) Based on the size of the property, compliance with Sec. 34-766 (1), which is subject of Waiver #3, would limit the maximum development of the site to 5 dwelling units.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on January 31, 2020.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on January 30, 2020 and April 24, 2020.
- Legal advertisement was published in the paper on January 30, 2020 and May 7, 2020
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on July 13, 2020 ~~27, 2019~~ depicts the following:

- Application for a Residential Planned Development Site Plan approval with 4 waivers for the construction of ~~10~~ 9 rental units within one 3-story building dated July 13, 2020 ~~27, 2019~~ 27, 2019.
    1. Site Plan dated received July 13, 2020 ~~27, 2019~~ 27, 2019 revised and resubmitted on March 19, 2020.
    2. Landscape plans dated received July 13, 2020 ~~27, 2019~~ 27, 2019 revised and resubmitted on March 19, 2020.
    3. Engineering plans dated received July 13, 2020 ~~27, 2019~~ 27, 2019 revised and resubmitted on March 19, 2020.
    4. Architectural plans dated received July 13, 2020 ~~27, 2019~~ 27, 2019 revised and resubmitted on March 19, 2020.
    5. Photometric plan dated received July 27, 2019 27, 2019.
    6. Boundary survey dated received July 13, 2020 ~~27, 2019~~ 27, 2019.
    7. Justification Statement and proposed use.
    8. Traffic Generation Statement.
    9. Color rendering.
    10. Preliminary Water Management Calculation.
    11. Common amenity plan received July 13, 2020.
    12. Open space plan received July 13, 2020.
    13. Colored Site Plan.

IX. Recommendation

The applicant is the Owner of the subject property and is requesting approval of the Site Development Plan to develop the 0.79 acre, Residential Multiple-Family property which is currently vacated and undeveloped lot. The subject property is proposed to be developed with a residential planned development comprised of 9 ~~10~~ dwelling units within one 2 ~~3~~-story townhome building. Each unit supports one-car garage with additional parking spaces in the common parking lot, 3 bedrooms, 2 bathrooms, living room and a kitchen.

The standard lease will restrict units to 2 vehicle/parking space per unit which results in 1.6 visitor parking available per unit or 45% will be designated for guest.

At the 1st Planning & Zoning Board hearing, Staff had concerns that the proposed common amenity areas didn't comply with the objectives of the Village's residential planned development regulations for open space. Common amenities areas were not designed to be enjoyable and didn't promote safety or general welfare of the occupants. Staff highly recommended eliminating a unit to provide an aggregated and sufficient common amenity area in a safer and healthier location.

The applicant decided to postpone the consideration of the Residential Planned Development project to make changes to the plans and attempt to receive support from Staff. The following changes were made to the plans:

1. One unit was deleted

2. 2 parking spaces were deleted
3. Y-turn was rotated
4. All common amenities were aggregated to one location (the croquet lawn was eliminated from the plans)
5. Changed the unit offset to 16" (previously 48")
6. Increased the width of the units by 2"
7. Building elevations changed to reflect the building plan changes
8. Moved the building west so it is setback 20'-1" from the east property line (eliminating waiver)
9. Moved the dumpster so it is setback 25' from the south property line (eliminating waiver)
10. Moved mail kiosk slightly to the north
11. Landscaping plans adjusted accordingly with the revised site plan

Proposed playground equipment, playhouse, picnic table and sitting area were aggregated to one location, providing more comfort, convenience and pleasantness in social relationships maintaining social amenities. The croquet lawn was eliminated from the plans.

At the May 14, 2020 Village Council meeting, a majority of the Council members voted to deny the Applicant's request. Mr. Cross asked if there were any revisions to the proposed project that could be made that would allow the Council to reconsider this action. The Council directed the applicant to eliminate two (2) dwelling units, for a total of eight (8) townhomes within the project and to consider a concrete wall rather than a pvc fence (and a vote was taken to reconsider the application and continue the public hearing so that the applicant could revise the plans).

Planning, Zoning & Building Staff does not object to the Residential Planned Development Site Plan with 4 waivers and recommends conditional approval of the proposed development, consisting of 9 rental units, subject to the following forty-four (44) conditions, along with the voluntary monetary contribution, requested by the School District, to mitigate school impacts:

1. Build out date December 31, 2023.
2. Garages shall be used as a parking only. The standard lease restriction shall include prohibit the conversion of garages into habitable spaces or use as non-vehicular storage.
3. The standard lease restrictions shall prohibit the installation of sheds.
4. The parking of boats, commercial vehicles, or recreational vehicles shall be prohibited.
5. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
6. The concrete wall along the south side shall be constructed prior to issuance of any building permit.
7. No signs are proposed as part of this application.
8. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director at time of permitting.
9. Photometric plans shall be approved by the Planning, Zoning and Building Department at time of permitting.
10. Irrigation plans shall be provided at the time of permitting. Non-potable water shall be used for the irrigation system per Village code.
11. Perimeter compatibility treatments along east side, specifically 6' privacy fence and landscaping, shall be installed prior to the issuance of the 1st Certificate of Occupancy.
12. No parking shall be allowed, under any circumstances, along the drive aisles. Residents and guest parking shall only occur within designated parking stalls.
13. An After-the-Fact demolition permit is required for removal of the single-family residence and proper capping of water and sewer utilities.
14. The proposed 10' utility easement along the north side shall be recorded prior to issuance of the first Certificate of Occupancy.
15. Documents showing maintenance conditions of the pervious pavement shall be provided to the Village at time of permitting.
16. Landscape buffers shall only encumbered/overlapped a maximum of 5' by any utility easements. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting as needed.
17. All electric utilities shall be underground.

18. A 24" minimum pavement lettering is required for the fire lane marking and yellow lettering is required.
19. The mailbox must be relocated, it is obstructing access to the fire hydrant, plans shall be revised at time of permitting.
20. The common amenities (play area, bench, picnic table, playhouse) shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the 4th Certificate of Occupancy (40% of the project).
21. The legal instruments providing parking restrictions shall be reviewed and approved by the Village Attorney and PZB Director prior to issuance of the first building permit. If future modifications to these parking restrictions are desired, evaluation and approval by the Village Attorney and PZB Director is required prior to implementing such changes. Additionally, if the rental community changes to a fee-simple townhomes or condominium (sole ownership of property to individual ownership of units), the Village Attorney and PZB Director shall review and approve draft covenants or restrictions pertaining to parking for adherence to the approved Parking Management Plan, prior to recordation. Platting may be required.
22. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

    "NOTICE TO HOMEBUYERS/TENANTS"

    "school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561)434-8100 for the most current school assignment(s)".
23. Any existing or proposed utility box/cabinet that is not screened from view, shall be wrapped with a match design accordingly with the existing/proposed location at time of landscaping inspections.
24. A root barrier shall be provided on trees that are within 12' of utility lines.
25. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
26. All mechanical equipment's and above-ground infrastructure shall be screened from view.
27. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
28. The mail pickup and delivery system shall be approved by the United States Postal Service.
29. Provide permits from all applicable permitting agencies, including but not limited to, PBC and Village of Palm Springs at the time of permitting.
30. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
31. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
32. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
33. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
34. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
35. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
36. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
37. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy/Certificate of Completion of each improvement area.
38. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
39. Photometrics must be certified by an engineer prior to CO.
40. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.

41. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
42. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
43. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
44. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

45. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $12,913.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on October 28, 2019.

CORY S. CROSS
ARCHITECT

July 15, 2020

VILLAGE OF PALM SPRINGS
226 Cypress Lane
Palm Springs, FL 33461

ATTN: MS. KIM GLAS-CASTRO, AICP LEED AP
Planning. Zoning, and Building Director

RE: Site Plan Approval
3922 Park Lane, Palm Springs, FL

Dear Kim,

We are submitting revised documents for a 9 unit project as the Council would not approve a 10 unit project due to concerns about density, parking, vinyl fencing, and building size.

We have addressed those concerns by:
1) reducing the density by one unit while retaining the previous parking, thus reducing potential parking problems.
2) reducing the building height by one story, to match the other neighborhood buildings.
3) replaced the vinyl fence with concrete block wall on the property lines

We have done a professional financial analysis of the project and found that it needs at least 9 units to be viable.

We believe we are presenting a project that the majority of Council members can approve, while keeping the project financially solvent.

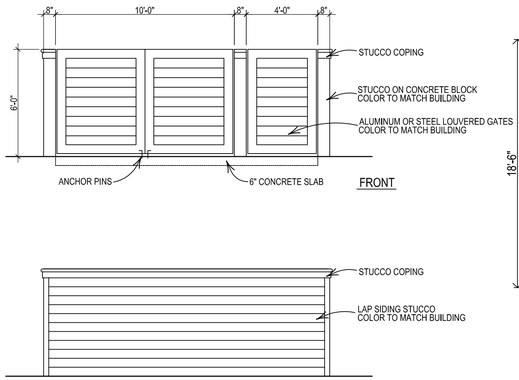
Please summit this redesign to the Council for their consideration. We are trying very hard to bring a high quality housing product to the village, as encouraged by the Village Zoning Code.

Sincerely,

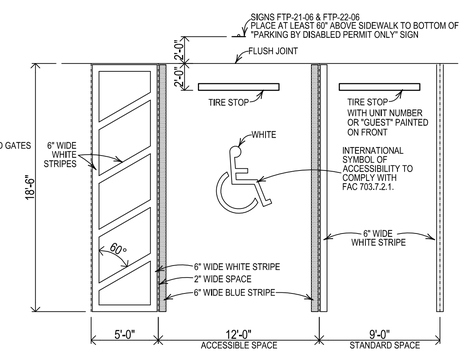
Cory S. Cross

CORY S. CROSS
Florida Registration AR 11264

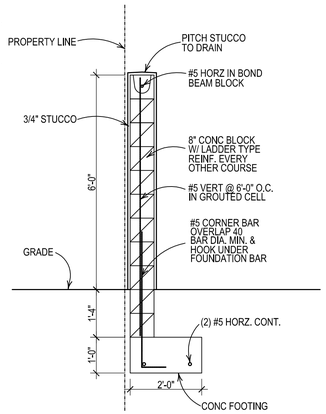
2560 Pepperwood Circle South. North Palm Beach, FL 33410 (561) 694-0646



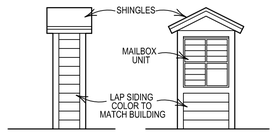
DUMPSTER ENCLOSURE (1/A1)
SCALE 1/4" = 1'-0"



PARKING SPACE STRIPING (2/A1)



6' HIGH WALL (4/A1)



MAILBOX KIOSK (3/A1)
SCALE 1/4" = 1'-0"

WAIVERS REQUESTED

CODE SECTION	REQUIRED	PROPOSED	WAIVER
PARKING DRIVE WIDTH - SEC. 34-1328	26'-0"	24'-0"	2'-0"
MIN. DEVELOPMENT SIZE - SEC. 34-1064(c)	3 ACRES	0.8044 ACRES	1.1956 ACRES
MIN. LOT AREA - SEC. 34-766(1)	1.6528 ACRES	0.8044 ACRES	0.8484 ACRES
SIDEWALKS PROVIDED - SEC. 34-1063(a)(1)	2	1	1

PARKING DATA

USE	REQUIREMENT	PROVIDED
MULTI FAMILY	2.5 SPACES PER UNIT	22.5 SPACES
	25% FOR GUESTS	5.625 SPACES
TOTAL REQUIRED		29 SPACES
TOTAL PROVIDED		33 SPACES
HC SPACES REQUIRED		1 SPACE
HC SPACES PROVIDED		1 SPACE

FIRE SPRINKLER

THE BUILDING WILL HAVE FIRE SPRINKLER PROTECTION.

FIRE LANE SIGN

THE FIRE LANE SIGN SHALL BE A MINIMUM OF 12" X 18" WITH A WHITE BACKGROUND AND RED LETTERS AND SHALL BE A MAXIMUM OF SEVEN FEET IN HEIGHT FROM THE ROADWAY TO THE BOTTOM OF THE SIGN.

SITE DATA

CURRENT ZONING: RM
PROPOSED ZONING: RM
CURRENT FLU: HIGH DENSITY RESIDENTIAL

SITE AREA : GROSS - 35,040 SF (0.8044 ACRES) NET - 34,485 SF (0.7916 ACRES)

PARCEL CONTROL NUMBER: 70-43-44-18-00-000-7190

PRIMARY USE: MULTI-FAMILY RESIDENTIAL
NUMBER OF UNITS: 9

BUILDING FOOTPRINT	7,513 SF
DUMPSTER PAD	230 SF
PATIOS	864 SF
AC PADS	81 SF
TOTAL	8,688 SF
PARKING, DRIVEWAY, & CURBS	11,366 SF
SIDEWALK	900 SF
UNIT WALKWAYS & DRIVEWAYS	588 SF
TOTAL PERVIOUS PAVING	12,854 SF

IMPERVIOUS PAVING 12,854 X 75% = 9,641 SF

TOTAL IMPERVIOUS AREA 8,688 + 9,641 = 18,329 SF (53.15%)

AREAS	REQUIRED	PROPOSED
OPEN SPACE	35% - 12,196 SF	44.59% - 15,376 SF
MAX. IMPERVIOUS/SEMI-IMPERVIOUS	55% - 18,966 SF	53.15% - 18,329 SF
MAX. LOT COVERAGE	40% - 13,793 SF	21.79% - 7,513 SF
MIN. COMMON AMENITY	20% - 2,439 SF	20.08% - 2,449 SF

SETBACKS	REQUIRED	PROPOSED
NORTH	25'	25'-1"
SOUTH	25'	69'-11"
WEST	20'	58'-7"
EAST	20'	20'-1"

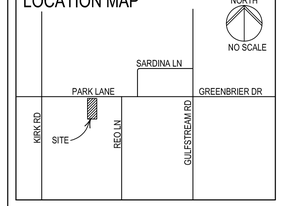
MAXIMUM BUILDING HEIGHT: MAX. ALLOWED = 35'-0" 2 STORIES
PROPOSED = 24'-1" 2 STORIES

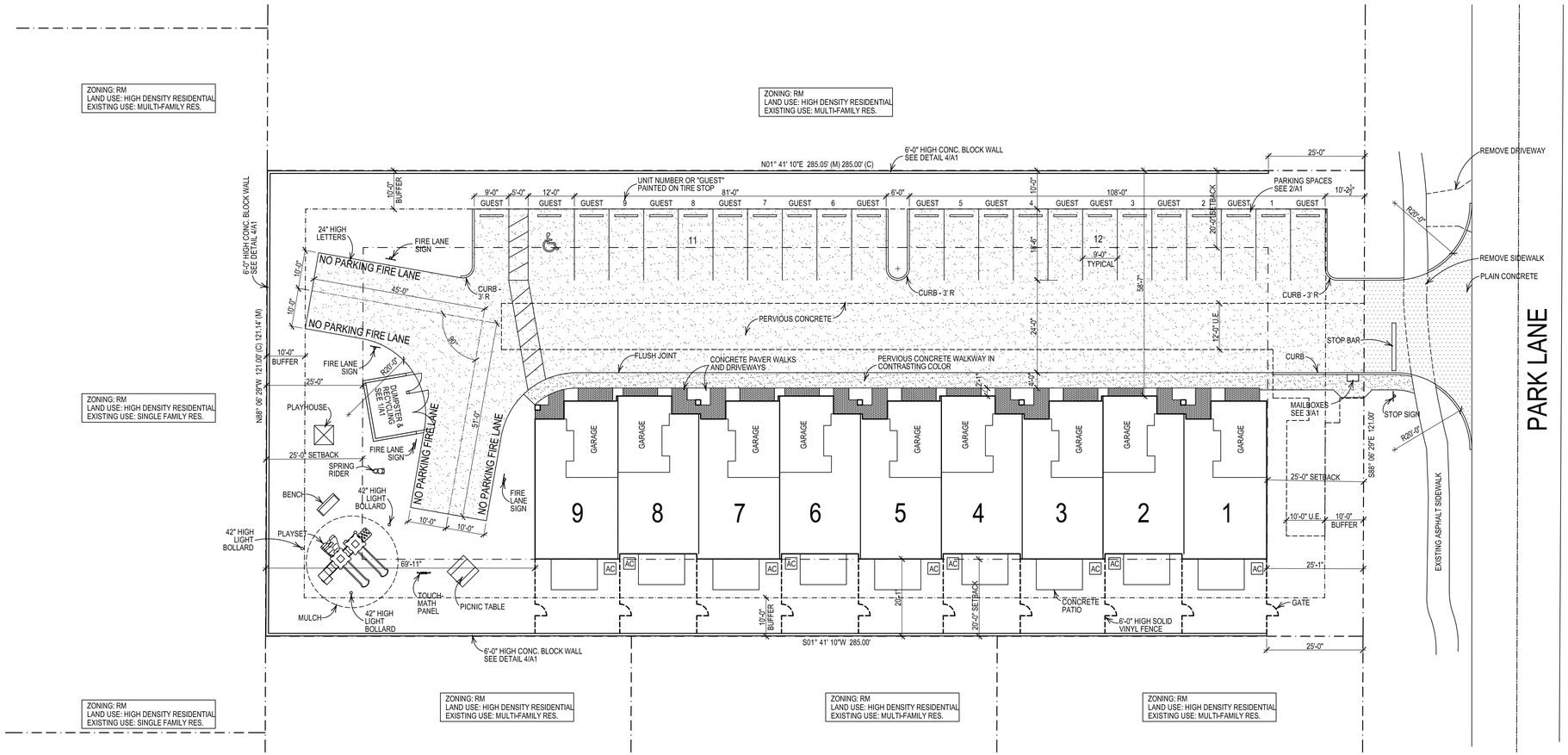
MAXIMUM LOT COVERAGE MAX ALLOWED = 40%
PROVIDED = 21.79%

INDEX

A1 SITE PLAN
A2 FLOOR PLANS
A3 UNIT PLANS
A4 ELEVATIONS

LOCATION MAP





NORTH 0 4 8 16 32

SITE PLAN
SCALE 1/16" = 1'-0"

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TO THE BEST OF MY KNOWLEDGE THESE DRAWINGS COMPLY WITH APPLICABLE BUILDING CODES

CORY S CROSS

PROPOSED TOWNHOUSES
3922 PARK LANE
PALM SPRINGS, FL 33406

CORY S. CROSS
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AR 11264
2560 Pepperwood Circle S. North Palm Beach, FL 33410
561-281-9060

REVISIONS

DRAWN CC
CHECKED CSC
DATED 7/10/20
PROJECT 19004
SHEET A1

PROPOSED PLANT LIST

Trees and Palms

	Key	Qty.	Common Name	Botanical Name	Specifications
	AM	2	CHRISTMAS PALM, DOUBLES	Veitchia merrillii	12' OA. ht., 6' GW MIN.; unscarred trunks
	AM1	5	CHRISTMAS PALM, SINGLE	Veitchia merrillii	12' OA. ht., 6' GW MIN.; unscarred trunks
*	BS	7	GUMBO LIMBO TREE	Bursera simaruba	12'OA. ht., x 6'sprd., 5' clear trunk; 2" cal min.
*	CI	3	BEAUTY LEAF TREE	Calophyllum inophyllum	12'O.A. ht., x 5' sprd., 5' clear trunk; 2" cal. min.
	HV	6	SPINDLE PALM	Hyophorbe verschaffeltii	12' OA. ht., 6' GW min.; unscarred trunks
	LI	16	WHITE CREPE MYRTLE	Lagerstroemia 'natchez'	6–8' O.A. ht., x 5' sprd., 3' clear trunk
*	IC	7	DAHOON HOLLY	Ilex cassine	12'O.A. ht., x 5' sprd., 5' clear trunk
*	MG	5	MAGNOLIA	Magnolia grandiflora	12'OA. ht., x 6'sprd., 5' clear trunk; 2" cal min.
	PE	6	SOLITAIRE PALM	Ptychosperma elegans	15' o.a. ht., 8'–10' c.t., for foundation planting beds
*	RE	2	ROYAL PALM	Royestonia elata	18' OA. ht., 8' GW min.; unscarred trunks; full head
*	SP	35	SABAL PALM	Sabal palmetto	Smooth trunk; vary Hts., 14–18' o.a.
*	TR	6	THRINAX PALM	Thrinax radiata	12' O.A. ht., 5–6' GW; place as shown

Shrubs and Groundcover

	Key	Qty.	Common Name	Botanical Name	Specifications
*	HAM	126	FIRE BUSH	Hamela patens	24"ht. x 24" sprd., full 3 gal., 24" o.c.
*	CHR	31	COCO PLUM	Chrysobalanus icaco	30"ht. x 18" sprd., full 3 gal., 24" o.c.
*	CLU	371	CLUSIA	Clusia rosea	30"ht. x 24" sprd., full 3 gal., 30" o.c.
*	CLU1	119	DWARF CLUSIA	Clusia guttifera 'nana'	15"ht. x 18" sprd., full 3 gal., 18" o.c.
*	JAT	92	JATROPHA	Jatropha integerrima	18"ht. x 18" sprd., full 3 gal., 18 to 24" o.c.
*	MUH	25	MUHLY GRASS	Muhlenbergia capillaris	24"ht. x 30" sprd., full 3 gal., 30" o.c.
	FLA	105	VARIEGATED FLAX LILY	Dianella tasmanica 'variegata'	18"ht. x 18" sprd., full 3 gal., 18 to 24" o.c.
	JUN	100	SHORE JUNIPER	Juniperus conferta	15"ht. x 18" sprd., full 3 gal., 18 to 24" o.c.
	LIR	8	GIANT LIRIOPE	Liriope muscari 'evergreen giant'	15"ht. x 15" sprd., full 3 gal., 18 to 24" o.c.
	PHO	2	ROBELLINI PALM, TRIPLE	Phoenix robellini palm, triple	15"ht. x 15" sprd., full 3 gal., 18 to 24" o.c.
	TRA	5	JASMINE VINE	Trachelospermum jasminoides	3 gal., vine on column; 5' ht., x1'sprd.OPTIONAL
*	ZAM	6	CARDBOARD PALM	Zamia furfuracea	24"ht. x 30" sprd., full 3 gal., 48" o.c.
	ANN		VARIETY & SPACING TBD	Pentas, bromeliads	4" pots for pentas; 1 gal., for bromeliads. OPTIONAL AT ENTRY IN PLACE OF JUNIPER

* NATIVE SPECIES

REQUIRED PLANTING:

1 TREE PER @ 2500 S.F. OF VEHICLE USE AREA
RAISED CURB ON ALL ISLANDS; MINIMUM TREE ISLAND 5' WIDTH

	REQUIRED TREES	PROVIDED TREES
12,339 S.F. OF vua	5 TREES	4 TREES

BUFFER REQUIREMENTS:
CATEGORY 2 / MULTI-FAMILY BUFFER:
BUFFER HEDGE 3' IN HEIGHT AT TIME OF PLANTING
WIDTH OF BUFFER: 10'
TREES 20' O.C.

LOCATION:	REQUIRED TREES	PROVIDED TREES
SOUTH BUFFER /121' @20' O.C.	6 TREES	5 TREES; 5 PALMS
EAST BUFFER / 285' @ 20' O.C.	14 TREES	14 TREES; 12 PALMS
WEST BUFFER/285' @20'O.C.	14 TREES	9 TREES; 13 PALMS

ROW BUFFER REQUIREMENTS:
WIDTH OF BUFFER: 15'
BUFFER HEDGE 3' IN HEIGHT AT TIME OF PLANTING
TREES 20' O.C.
MEANDERING SHRUBS / TWO LEVELS

LOCATION:	REQUIRED TREES	PROVIDED TREES
NORTH BUFFER /121' @20' O.C.	6 TREES	5 TREES; 7 PALMS

FOUNDATION PLANTING:
25% OF BUILDING FACADE SHALL BE PLANTED

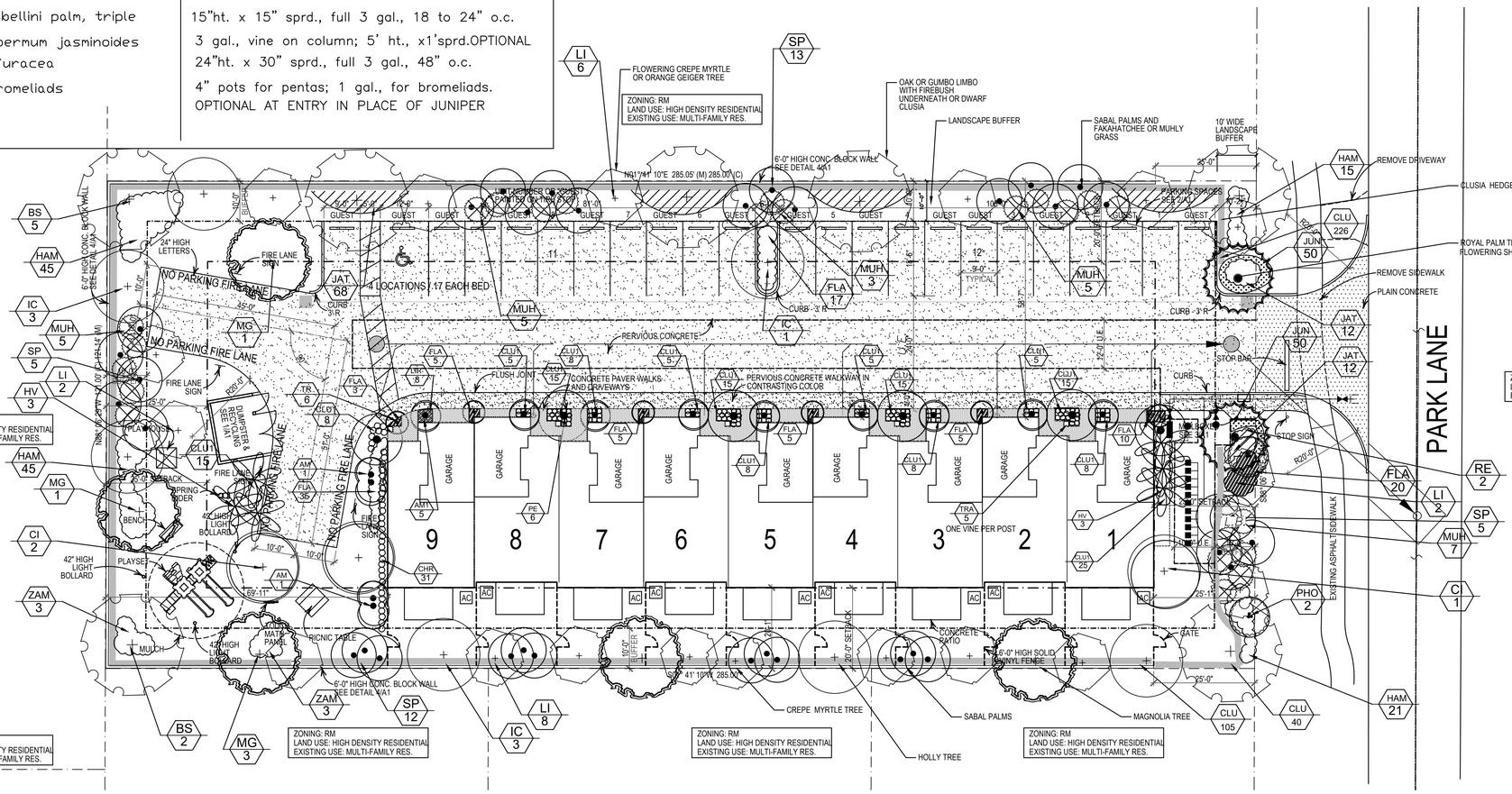
62 L.F. IS 25% OF BUILDING FRONT (245 L.F.) TO BE PLANTED/ 68 L.F. PROVIDED
NORTH AND SOUTH FACADES ARE 60 L.F.
TOTAL NUMBER OF TREES /PALMS ALONG FACADE 2 TREES ; 22 PALMS

50% OF ALL TREES SHALL BE NATIVE / 75% OF TREES IN PARKING AREA SHALL BE SHADE TREES
SHRUBS MINIMUM 30" HT., 18" SPREAD AT TIME OF PLANTING

TOTALS	47 TREES	38 TREES; 62 PALMS

PLANT LEGEND

MAGNOLIA TREE
GUMBO LIMBO OR LIVE OAK
DOUBLE CHRISTMAS PALM
SINGLE CHRISTMAS PALM
THATCH PALM
SPINDLE PALM
ROYAL PALM
PYGMY DATE PALM
SABAL PALM
SOLITAIRE PALM
DAHOON HOLLY OR BEAUTY LEAF
CREPE MYRTLE OR GEIGER TREES
SHRUBS
SHRUBS AND GROUNDCOVER



DEBRA L. NORTHSEA, LANDSCAPE ARCHITECT
6008 EAGLES NEST DRIVE, JUPITER FL 33458
PHONE: 561-758-6739
EMAIL: DLNLADESIGN@AOL.COM
FLA. REGISTRATION: #1521 / 03.17.20

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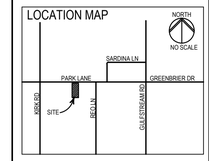
CORY S CROSS

NORTH

0 4 8 16 32

LANDSCAPE PLAN

SCALE 1/16" = 1'-0"



PROPOSED TOWNHOUSES
3922 PARK LANE
PALM SPRINGS, FL 33406

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AR 11264
2560 Peppertwood Circle S., North Palm Beach, FL 33410
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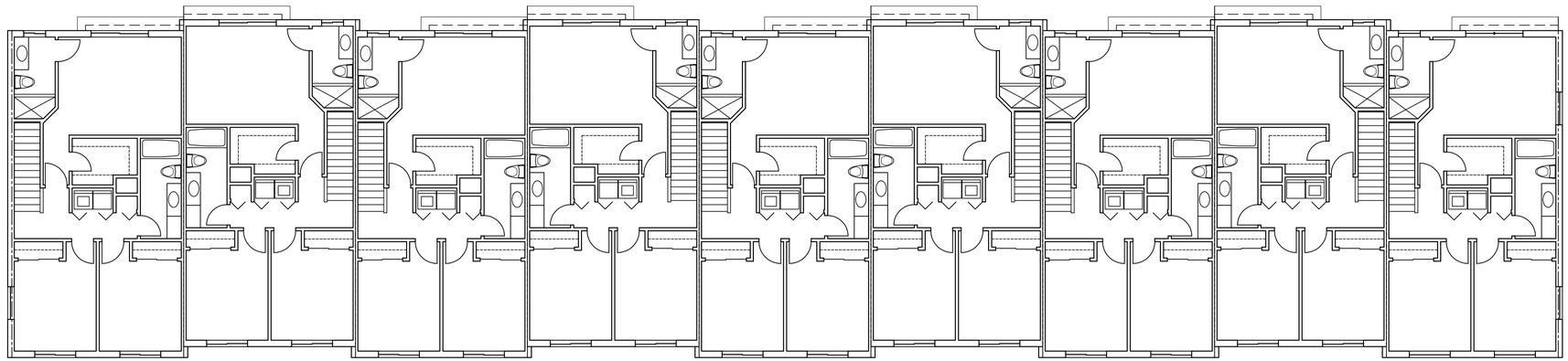
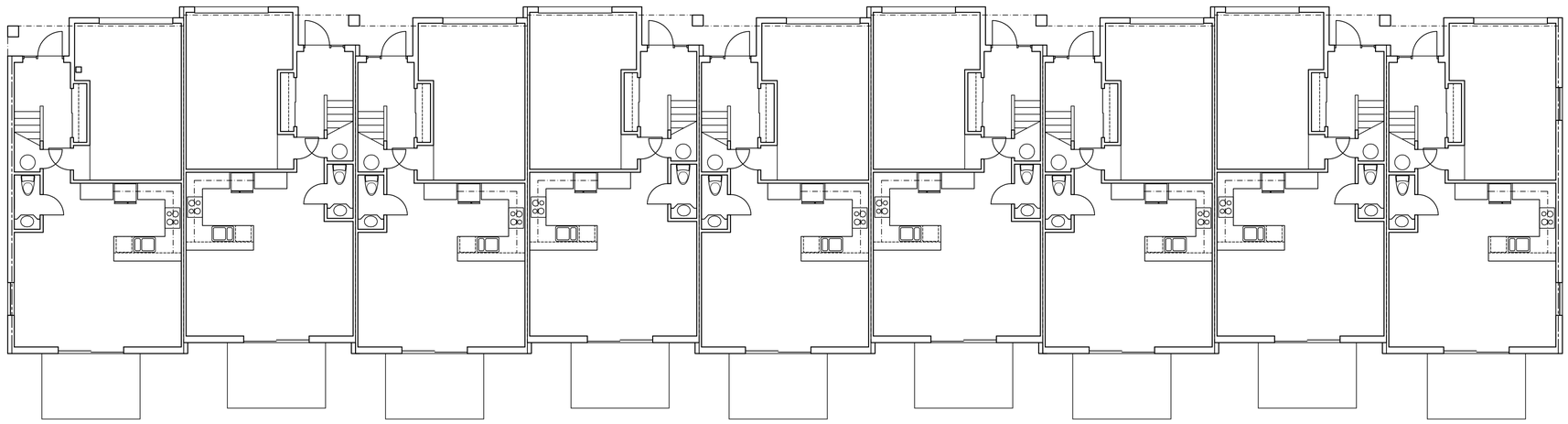
REVISIONS

DRAWN DLN
CHECKED DLN
DATED 6/5/20
PROJECT 19004
SHEET LA1



SECOND FLOOR
SCALE 1/8" = 1'-0"



FIRST FLOOR
SCALE 1/8" = 1'-0"

NORTH

0 2 4 8 16

FLOOR PLANS
SCALE 1/8" = 1'-0"

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REVISIONS

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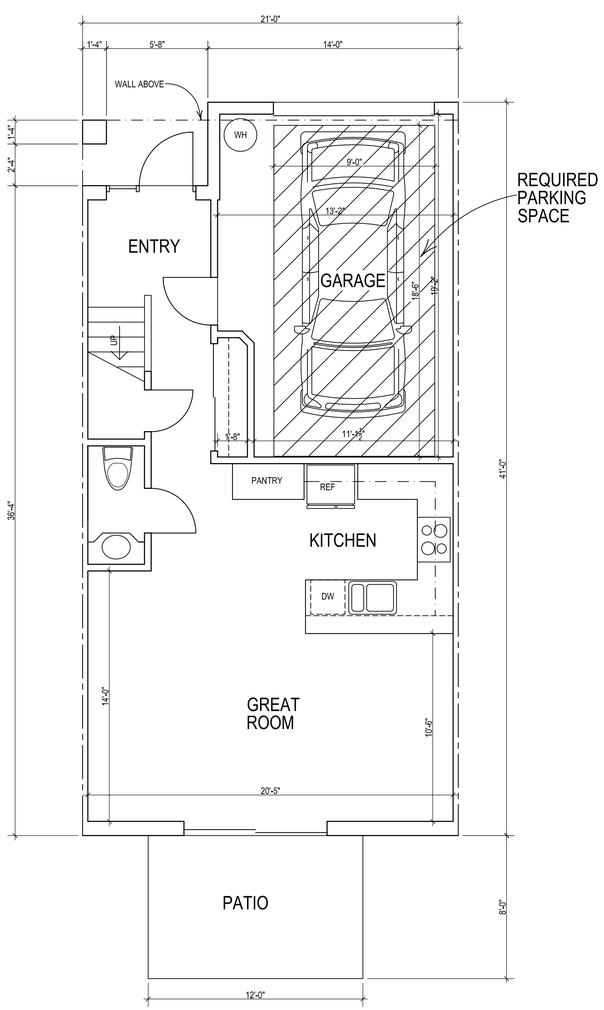
CHECKED CSC
DATED 7/14/20
PROJECT 19004
SHEET A2

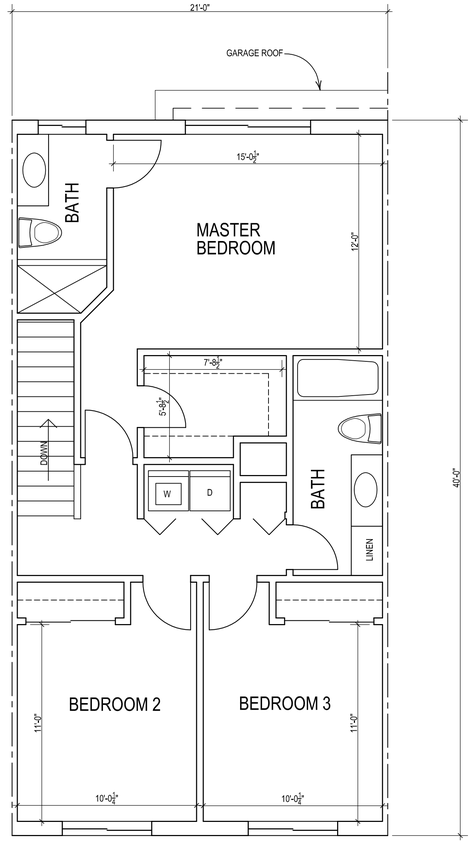
GARAGES SHALL BE USED FOR PARKING ONLY. THE LEASE DOCUMENT SHALL INCLUDE RESTRICTIONS TO PROHOBIT THE CONVERSION OF GARAGES INTO HABITABLE SPACES OR USED AS STORAGE.

THE INSTALLATION OF SHEDS, THE PARKING OF BOATS, COMMERCIAL VEHICLES, OR RECREATIONAL VEHICLES SHALL BE PROHIBITED ON THE PROPERTY. THIS RESTRICTION SHALL BE INCLUDED AS PART OF THE LEASE FOR EACH APARTMENT.

AC AREA = 1415 SF
GROSS AREA = 1670 SF



FIRST FLOOR



SECOND FLOOR

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NORTH

0 1 2 4 8

UNIT PLANS

SCALE 1/4" = 1'-0"

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CORY S CROSS

PROPOSED TOWNHOUSES
3922 PARK LANE
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CHECKED CSC
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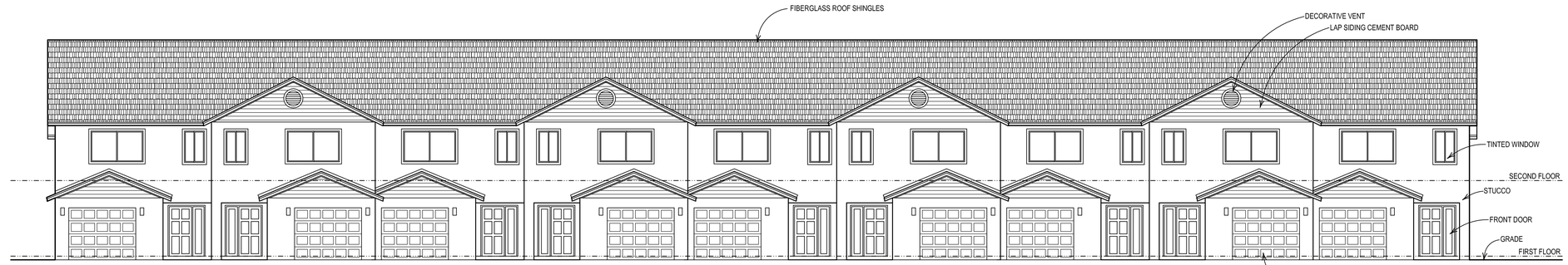
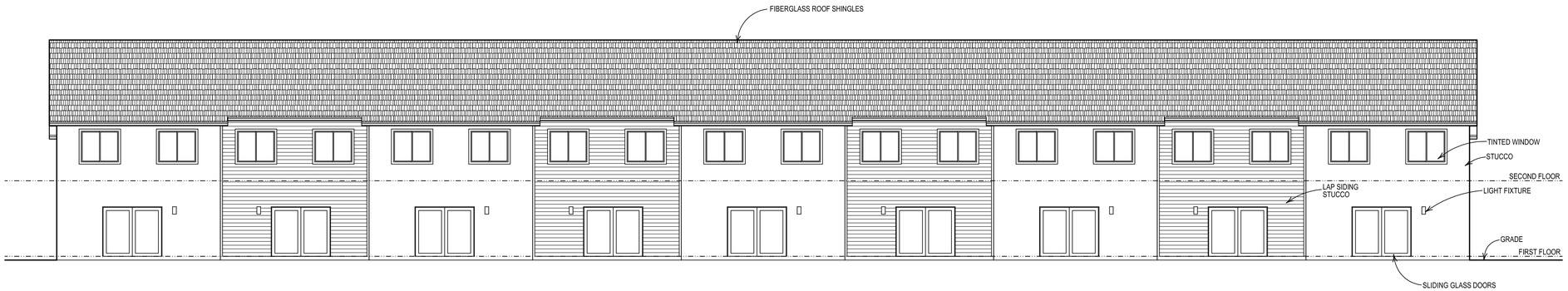
SHEET A3

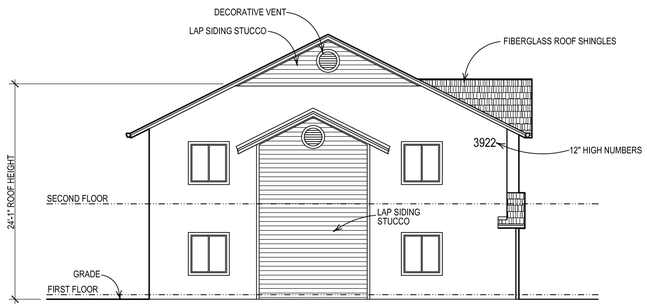


WEST ELEVATION
SCALE 1/8" = 1'-0"

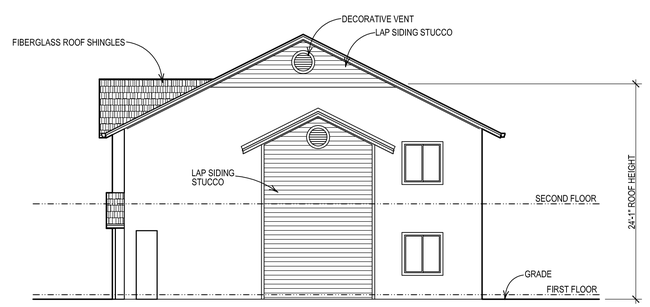


EAST ELEVATION
SCALE 1/8" = 1'-0"

EXTERIOR COLORS		
LOCATION	COLOR	MANUFACTURER
STUCCO	2065-70 BASHFUL BLUE	BENJAMIN MOORE
LAP SIDING STUCCO	2065-60 CARIBBEAN COAST	BENJAMIN MOORE
LAP SIDING CEMENT BOARD	2065-60 CARIBBEAN COAST	BENJAMIN MOORE
WINDOW FRAMES & DOORS	WHITE	MFR. STANDARD COLOR
ALUMINUM RAILING	WHITE	MFR. STANDARD COLOR



NORTH ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

0 2 4 8 16

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

TO THE BEST OF MY KNOWLEDGE THESE DRAWINGS COMPLY WITH APPLICABLE BUILDING CODES

CORY S CROSS

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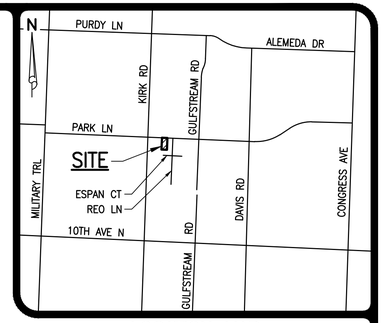
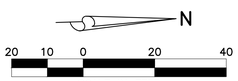
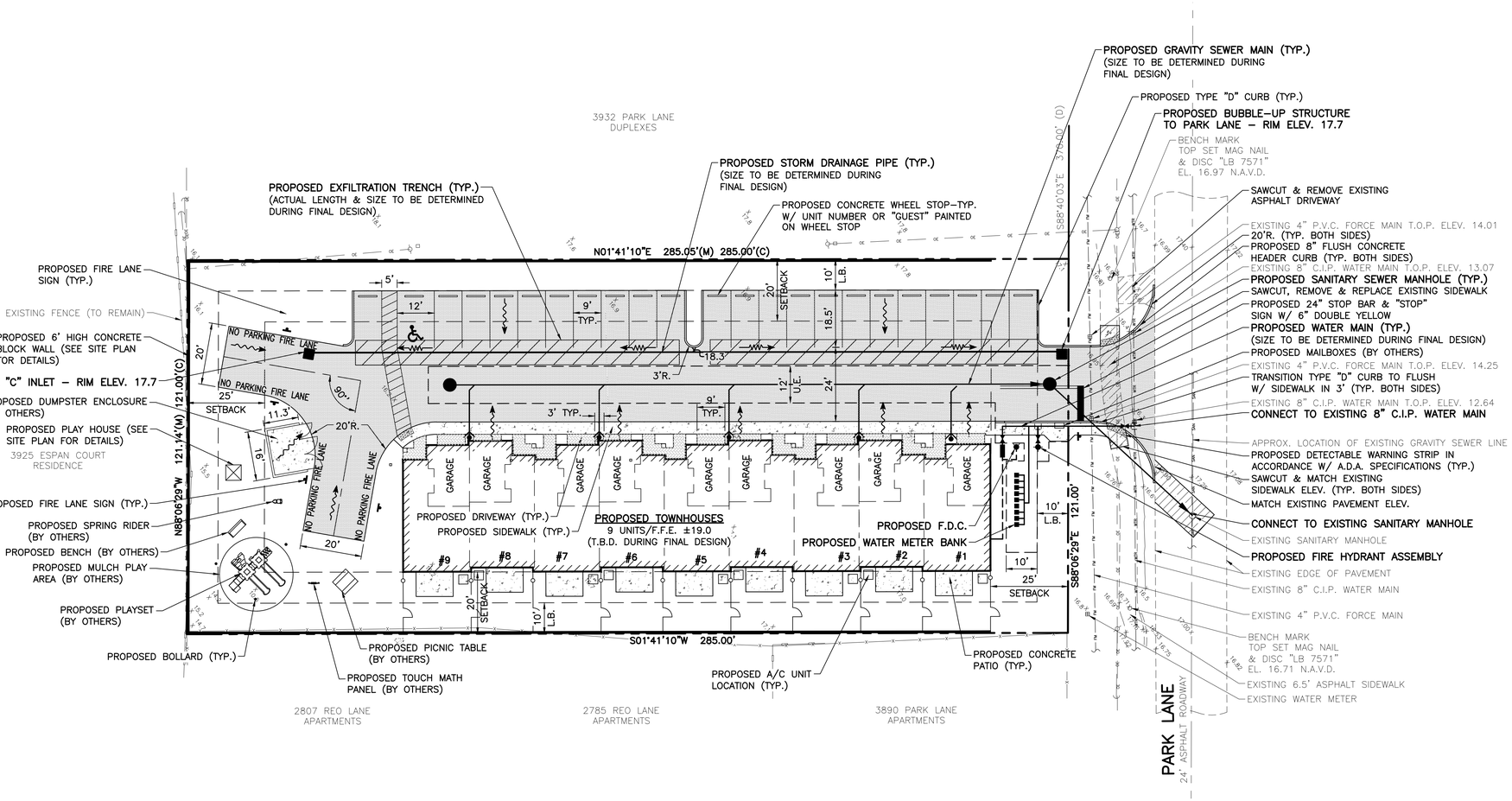
REVISIONS

DRAWN CC
CHECKED CSC
DATED 7/14/20
PROJECT 19004
SHEET A4



LOCATION MAP
NOT TO SCALE





LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- H.P. PROPOSED HIGH POINT
- EXISTING GRADE ELEVATION
- PROPOSED PERVIOUS PAVING
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED DETECTABLE WARNING SURFACE
- SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- PROPOSED EXFILTRATION TRENCH (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)
- DOUBLE SEWER SERVICE W/ CLEAN-OUT
- FIRE HYDRANT W/ GATE VALVE
- PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
- WATER SERVICE & R.P.Z.
- PROPOSED 24" WHITE STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
- EXISTING POWER POLE
- WTR EXISTING WATER MAIN
- SAN EXISTING SEWER MAIN
- FM FM EXISTING FORCE MAIN

NOTES:

1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.

4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.

5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.

6.) FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.

Zachary D. Todd, P.E., State of Florida, Professional Engineer, License No. 84179

This item has been electronically signed and sealed by Zachary D. Todd, P.E. on 07/06/2020 using a SHA-1 Authentication Code.

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7/6/2020

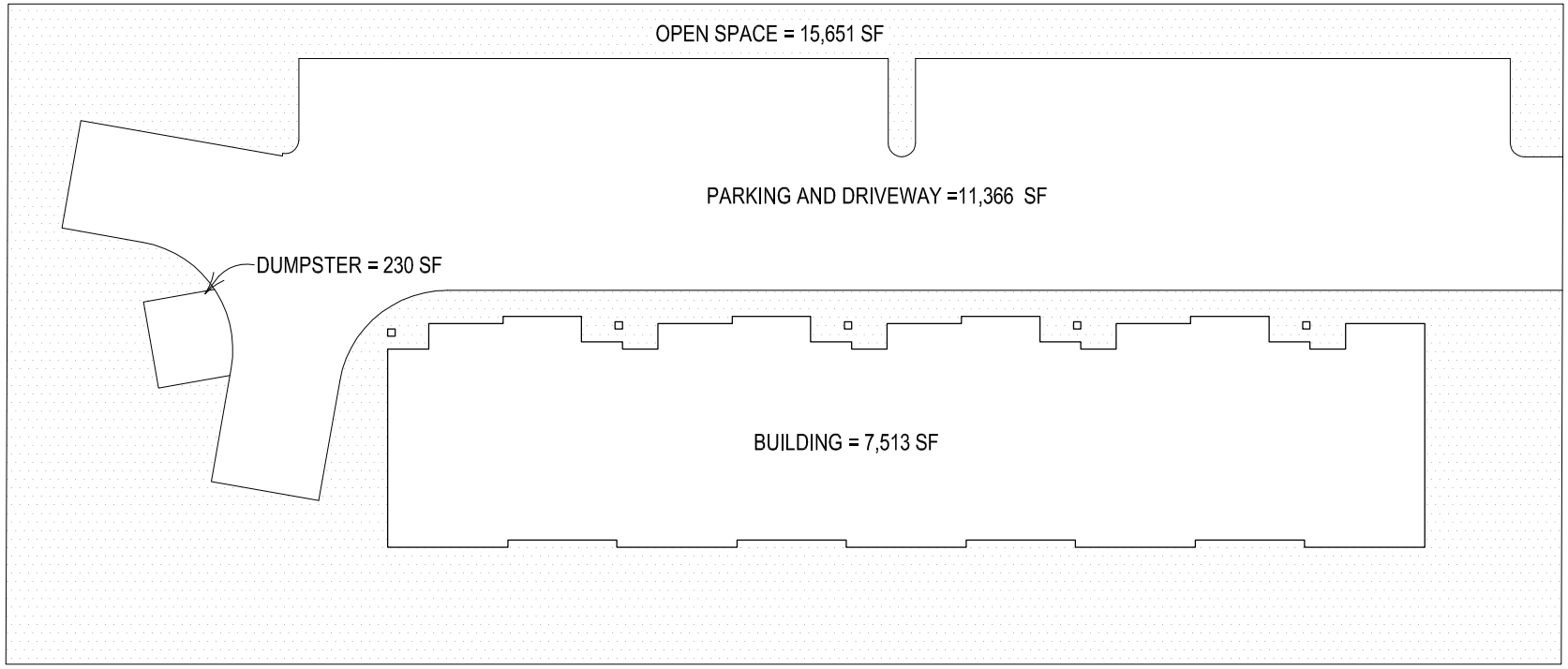
REVISIONS
4.) REVISED PER LATEST SITE PLAN, 03/18/20 B.L.
3.) REVISED PER LATEST SITE PLAN, 10/24/19.
2.) REVISED PER SURVEY, SITE PLAN & VILLAGE OF PALM SPRINGS COMMENTS, 09/06/19 R.W
1.) REVISED PER SITE PLAN & VILLAGE OF PALM SPRINGS., 07/25/19 C.O.

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 5452
2581 Metrocentre Blvd. West ● Suite 3 ● West Palm Beach, Florida 33407 ● (561) 478-7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
A.G.	D.B.			

3922 PARK LANE
SECTION 18, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
CONCEPTUAL PAVING, DRAINAGE, WATER AND WASTEWATER PLAN

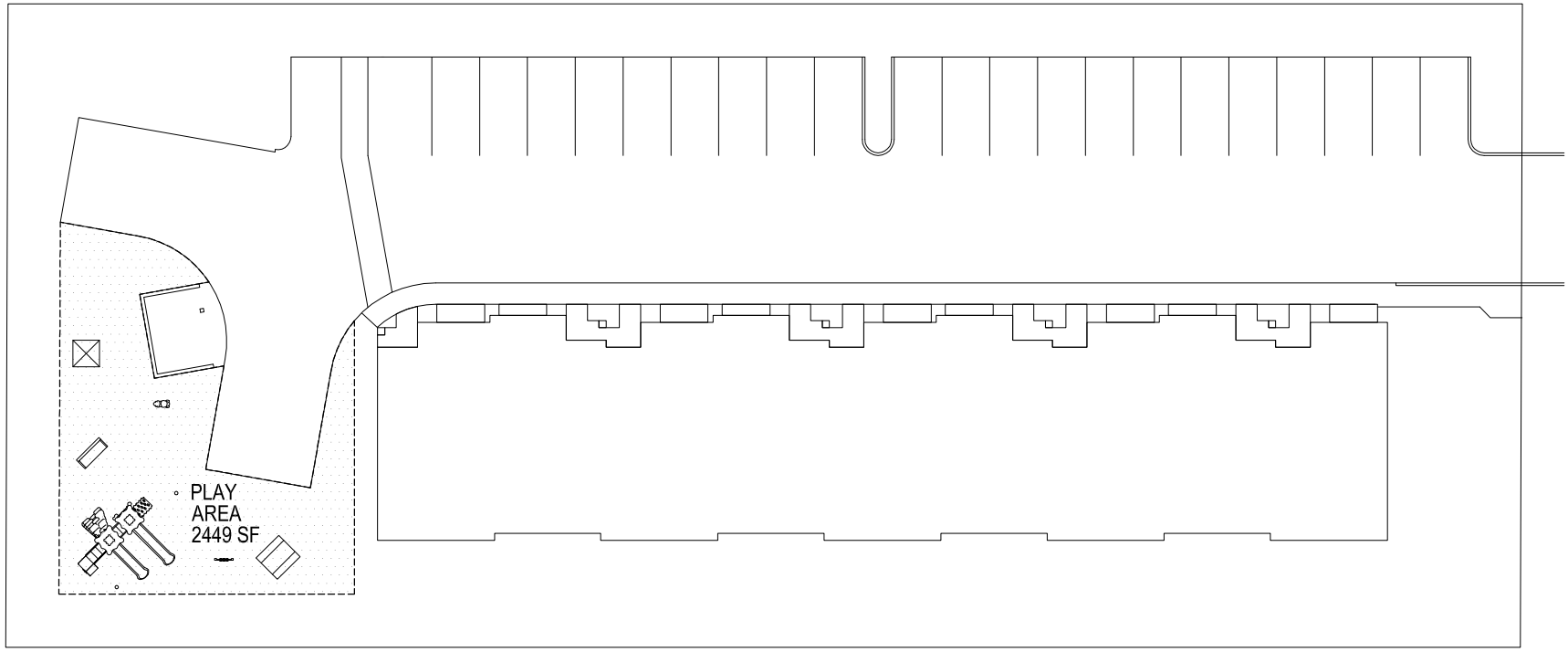
JOB NO.	DRAWING NO.	SHEET	OF
19-087	19087C01	1	1



3922 PARK LANE
PALM SPRINGS, FL 33406

OPEN SPACE REQUIRED = 12,196 SF
OPEN SPACE PROVIDED = 15,376 SF

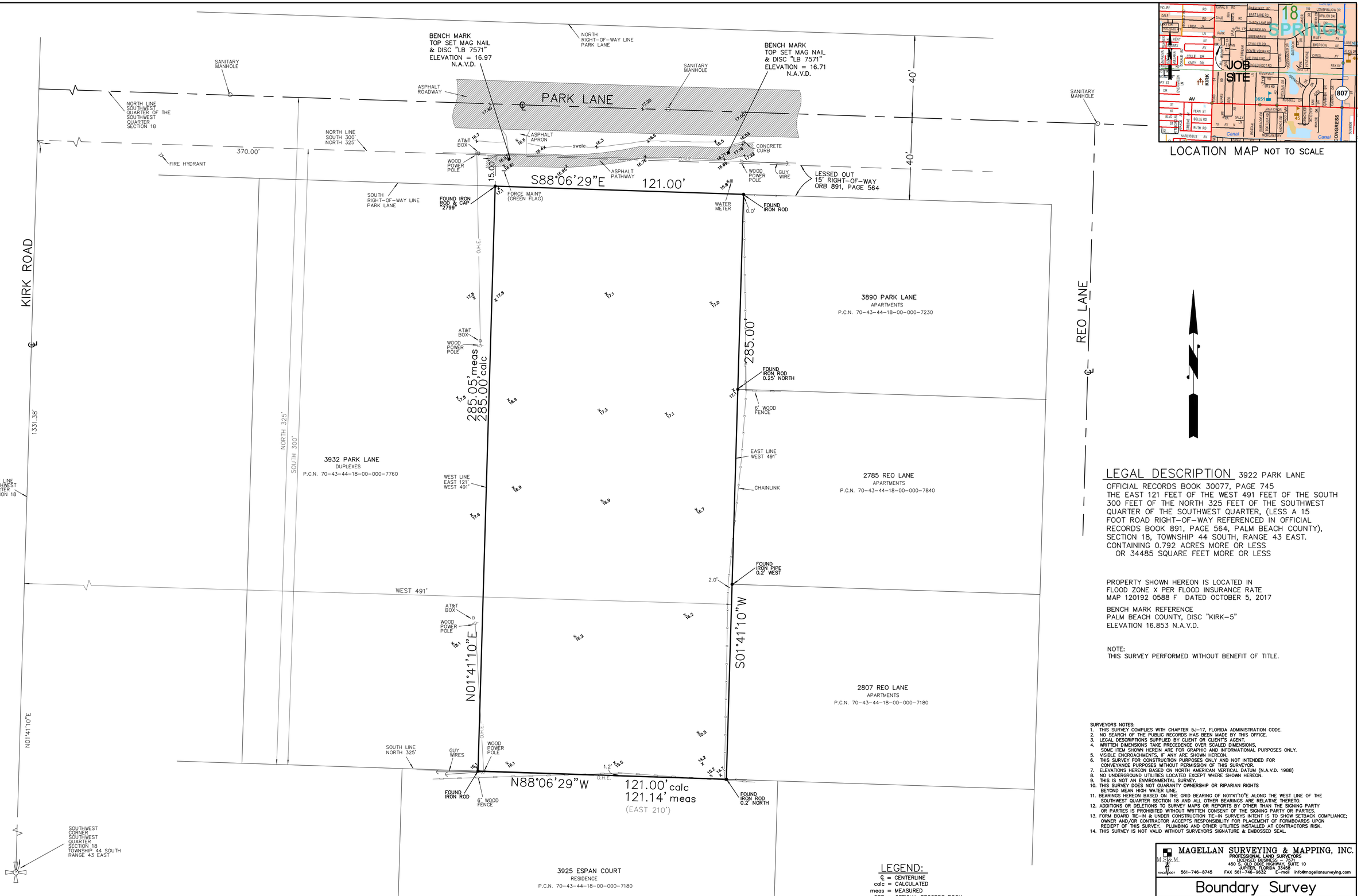
OPEN SPACE PLAN



3922 PARK LANE
PALM SPRINGS, FL 33406

COMMON AMENITY AREA REQUIRED = 2439 SF
COMMON AMENITY AREA PROVIDED = 2449 SF

COMMON AMENITY PLAN



LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION 3922 PARK LANE

OFFICIAL RECORDS BOOK 30077, PAGE 745
THE EAST 121 FEET OF THE WEST 491 FEET OF THE SOUTH 300 FEET OF THE NORTH 325 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, (LESS A 15 FOOT ROAD RIGHT-OF-WAY REFERENCED IN OFFICIAL RECORDS BOOK 891, PAGE 564, PALM BEACH COUNTY), SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST.
CONTAINING 0.792 ACRES MORE OR LESS
OR 34485 SQUARE FEET MORE OR LESS

PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP 120192 0588 F DATED OCTOBER 5, 2017

BENCH MARK REFERENCE
PALM BEACH COUNTY, DISC "KIRK-5"
ELEVATION 16.853 N.A.V.D.

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE.

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. SOME ITEM SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONSTRUCTION PURPOSES ONLY AND NOT INTENDED FOR CONVEYANCE PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE GRID BEARING OF N01°41'10"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER SECTION 18 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECIEPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL.

LEGEND:
℄ = CENTERLINE
calc = CALCULATED
meas = MEASURED
ORB = OFFICIAL RECORDS BOOK
O.H.E. = OVERHEAD ELECTRIC
$\times_{10.5}$ = ELEVATIONS

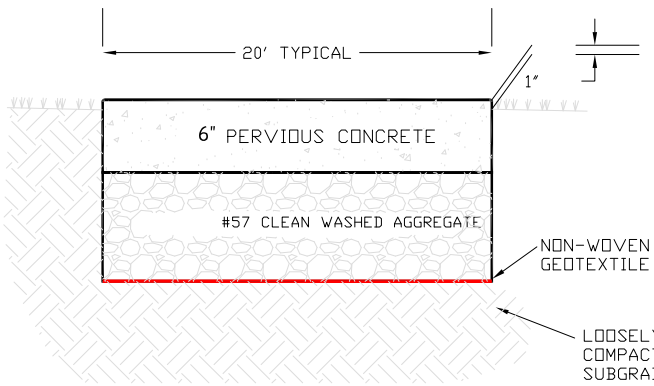
RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS ~ 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

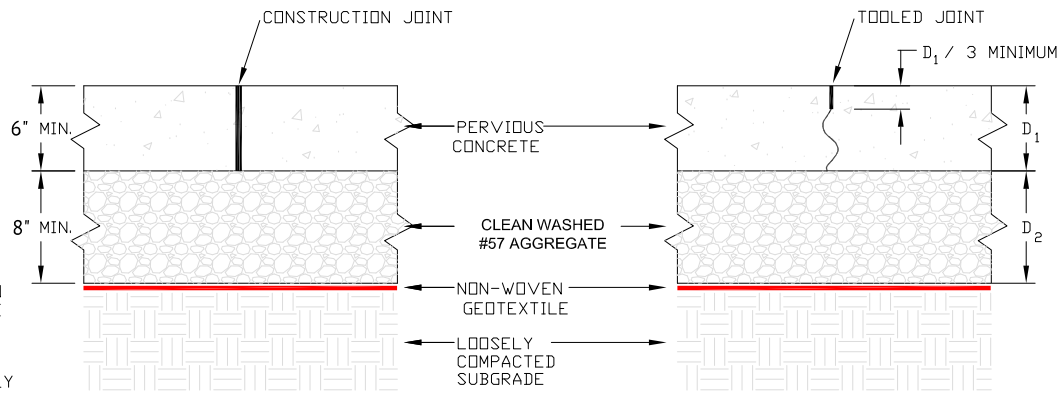
Prepared For: PARK LANE TOWNHOMES

Drawn by RES	Date Of Survey	Scale
Field: TF F.B.163 Pg57	JULY 17, 2019	1"= 20'
REVISIONS:		Drawing Number 19-169



TYPICAL SECTION

NOT TO SCALE

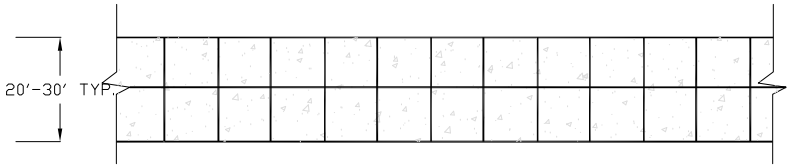


PERVIOUS CONSTRUCTION JOINT

NOT TO SCALE

PERVIOUS CONTRACTION JOINT

NOT TO SCALE



JOINT SPACING - PLAN VIEW

NOT TO SCALE

INSTALLATION

CURING

NOTES:

1. PERVIOUS CONCRETE MUST BE SUPPLIED AND INSTALLED BY NRMCA CERTIFIED PRODUCERS AND CONTRACTORS.
2. JOINTS, IF SPECIFIED, TO BE SAWCUT 48 TO 60 HOURS AFTER PLACEMENT OF CONCRETE.
3. PERVIOUS CONCRETE MUST BE COVERED WITH 6 MIL PLASTIC, SECURELY FASTENED ON THE EDGES AND ACROSS THE TOP, FOR A MINIMUM OF SEVEN (7) DAYS.
4. D1 AND D2 AS PER THE PLANS AND SPECIFICATIONS.
5. D1 HAS A 5" MINIMUM THICKNESS.
6. D2 HAS A 6" MINIMUM THICKNESS.

PERVIOUS CONCRETE PAVEMENT SECTION

FOR:

SCALE: NONE

DRAWN BY: KMJ

DATE: 1/1/16

KEN JUSTICE P.E.
SENIOR DIRECTOR
LOCAL PAVING
1036 WOODS LANE
AMBLER, PA 19002
(267) 716-8675
kjustice@nrmca.org

NRMCA
NATIONAL READY MIXED CONCRETE ASSOCIATION

freestanding activities
for ages 2-5 years

Green Thumb Potting Shed
EC-023

Perfectly sized for budding gardeners, and offering shelter from the sun and rain.

Space required: 13'0" x 16'6" | 396 cm x 503cm

Green Thumb Planter Box
EC-022

Plant, Water, Grow! Children will enjoy tending to this child-sized garden.

Space required: 4'6" x 0'7" | 137cm x 18cm

5' Playhouse
M59006

Playhouses provide a child-sized way for children to tend to household activities in an imaginative environment.

Space required:

5'1" x 5'1"x 6'5" | 155cm x 155cm x 196cm

Friendship Table
MEC-024

3/4" thick HDPE provides a smooth top for writing and an engaging place for socialization.

Space required: 3'0" x 3'0" | 91cm x 91cm

Rockin' Drums
MEC-007

Inspire generations of creative percussionists while promoting upper body motion.

Space required: 3'4" x 1'6" | 102cm x 46cm

Paint & Play
66575

The clear, durable polycarbonate window is great for painting with watercolors. Holes cut in the shelves provide a handy place to rest paint cups and brushes, and the window is washable for reusable fun. *Does not include paints, brushes, or supplies.*

Model	Description
66575P	Red
66575N	Green

TouchMath® Panel
MEC-046

The TouchMath Panel is an interactive outdoor play event created to bring learning outside to the playground!

Each TouchMath Panel comes with:

- Training Manual
- Activity Panel Poster
- TouchMath Activity Panel Manual

Space Required: 0'7" x 4'6" | 18cm x 137cm

For more information, please visit: **www.touchmath.com/ultraplay**

freestanding activities
for ages 2-5 years

Freestanding play activities can breathe new life into existing play spaces

02-01-0025
Optional
Tire Boost Package

Early Childhood Horizontal Ladder
PJHLAD

- Great upper body development for ages 2-5
- The **Tire Boost Package (02-01-0025)** adds height assistance and prevents surfacing displacement *(sold separately)*
- 19-1/2" wide x 6' long x 52" high when installed
- Use zone: 18' x 14' 549 cm x 427 cm
- Color as shown

Rotomolded Frog and Whale Spring Riders

UPlayToday™ Spring Riders are an excellent way to add excitement and imaginative play to a new or existing playground. Colors as shown.

- Rotomolded body
- Heavy-duty surface mount steel spring
- Anchor "J" bolts included for mounting
- Use zone: 17' x 17' | 518 cm x 518 cm

Model	Age	Description
UP107	2-5 or 5-12	Frog
UP108	2-5 or 5-12	Whale

2-Rider Spring See Saw 2-5 Years
02-07-0055

Encourage social interaction with the Spring See Saw designed for two riders. Colors as shown.

- Appropriate for ages 2-5
- Powder-coated blue frame with red seats
- Anchor bolts included for mounting
- Inground mounting kit also available: #02-07-0187 *(sold separately)*
- Use zone: 20' x 13' | 610 cm x 396 cm

HDPE Horse and Truck Spring Riders

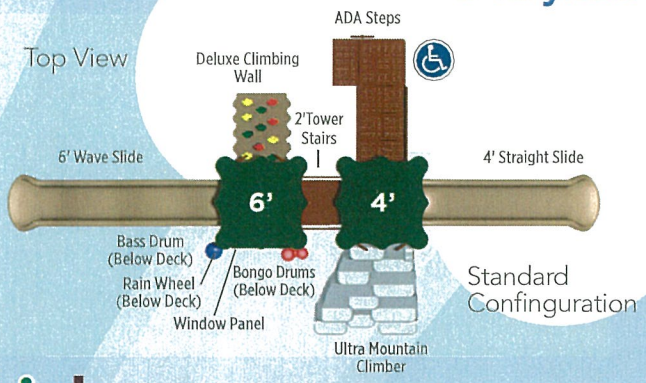
- HDPE body
- Heavy-duty surface mount steel spring
- Anchor bolts included for mounting
- Inground mounting kit also available: #02-07-0187 *(sold separately)*
- Use zone: 15' x 13' | 457 cm x 396 cm

Model	Age	Description
02-07-0053	2-5	Horse
02-07-0054	2-5	Truck

WARNING: Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury from falls.

uPLAY TODAY™

5-12 years



bighorn UPLAY-008-N

Age: 5-12
Activities: 7
Kid Capacity:15-20

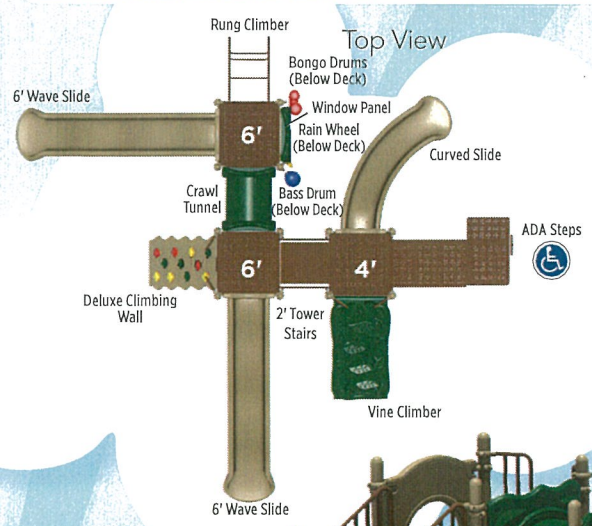
uPLAYTODAY™ STRUCTURES MEET ADA REQUIREMENTS

color it (N) Natural or (P) Playful

DURABLE 3½" DIAMETER GALVANIZED STEEL UPRIGHT POSTS

Use Zone for Space Saver Configuration: 29'2" x 29'8"
Use Zone for Space Standard Configuration: 25'4" x 38'11"
Fall Height: 6'0" | 183cm

Specify Color option	MOUNTING KITS (Required)		
Play Structure	**Ground Spike**	**Anchor Bolt**	**Inground Kit**
UPLAY-008-N Bighorn (natural)	Included	33-12-0054	33-12-0096
UPLAY-008-P Bighorn (playful)	Included	33-12-0054	33-12-0096



boulder point UPLAY-079-N

Age: 5-12
Activities: 9
Kid Capacity:20-30
Use Zone: 34'7" x 36'7"
Fall Height: 6'0" | 183cm

uPLAYTODAY™ STRUCTURES MEET ADA REQUIREMENTS

color it (N) Natural or (P) Playful

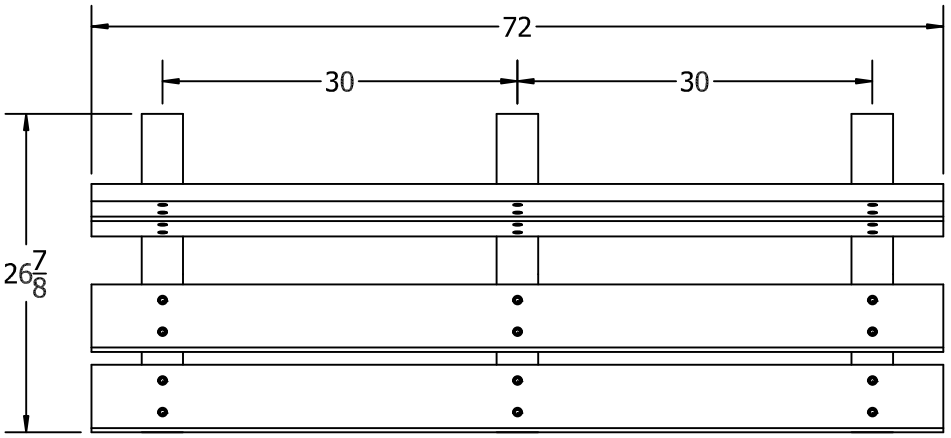
DURABLE 3½" DIAMETER GALVANIZED STEEL UPRIGHT POSTS

Specify Color option	MOUNTING KITS (Required)		
Play Structure	**Ground Spike**	**Anchor Bolt**	**Inground Kit**
UPLAY-079-N Boulder Point (natural)	Included	33-12-0082	33-12-0110
UPLAY-079-P Boulder Point (playful)	Included	33-12-0082	33-12-0110

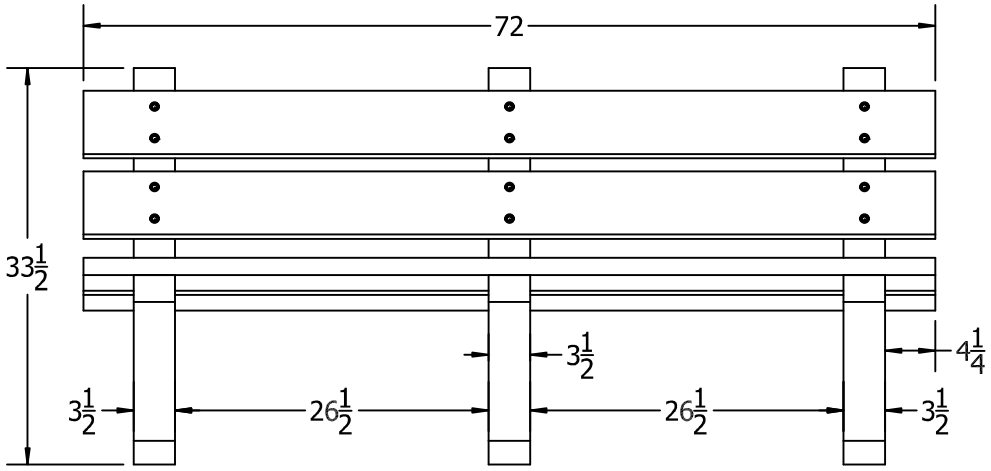
THINK beyond PLAY... add border timbers

SEE PAGE 57

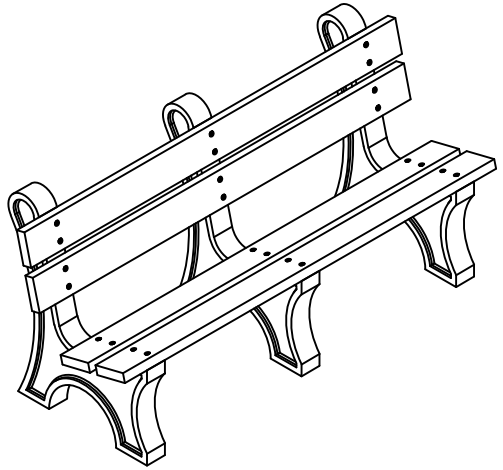
WARNING: *Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury from falls.*



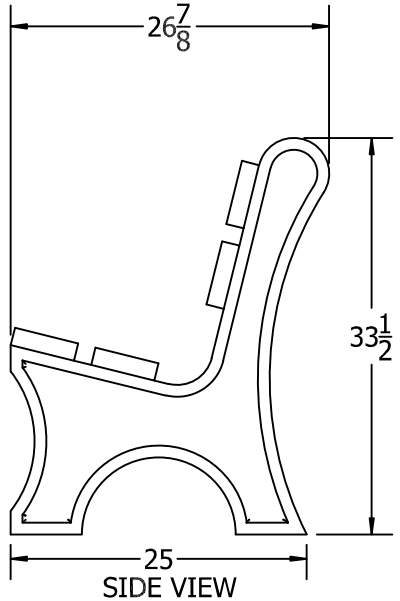
TOP VIEW



FRONT VIEW



3D ISOMETRIC VIEW



SIDE VIEW

6 ft. Colonial Bench Specification Drawing

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Park Warehouse, LLC
7495 W. Atlantic Ave. Suite 200-294
Delray Beach, FL 33446
PH: 888.321.5334
FAX: 561.288.5279
WWW.PARKWAREHOUSE.COM

NOT TO SCALE
Date: 03/2019

PARK WAREHOUSE

SKU: 766pt100
Variations:
766pt100-2
766pt100-14
766pt100-26
766pt100-38
766pt100-50
766pt100-62
766pt100-74
766pt100-86
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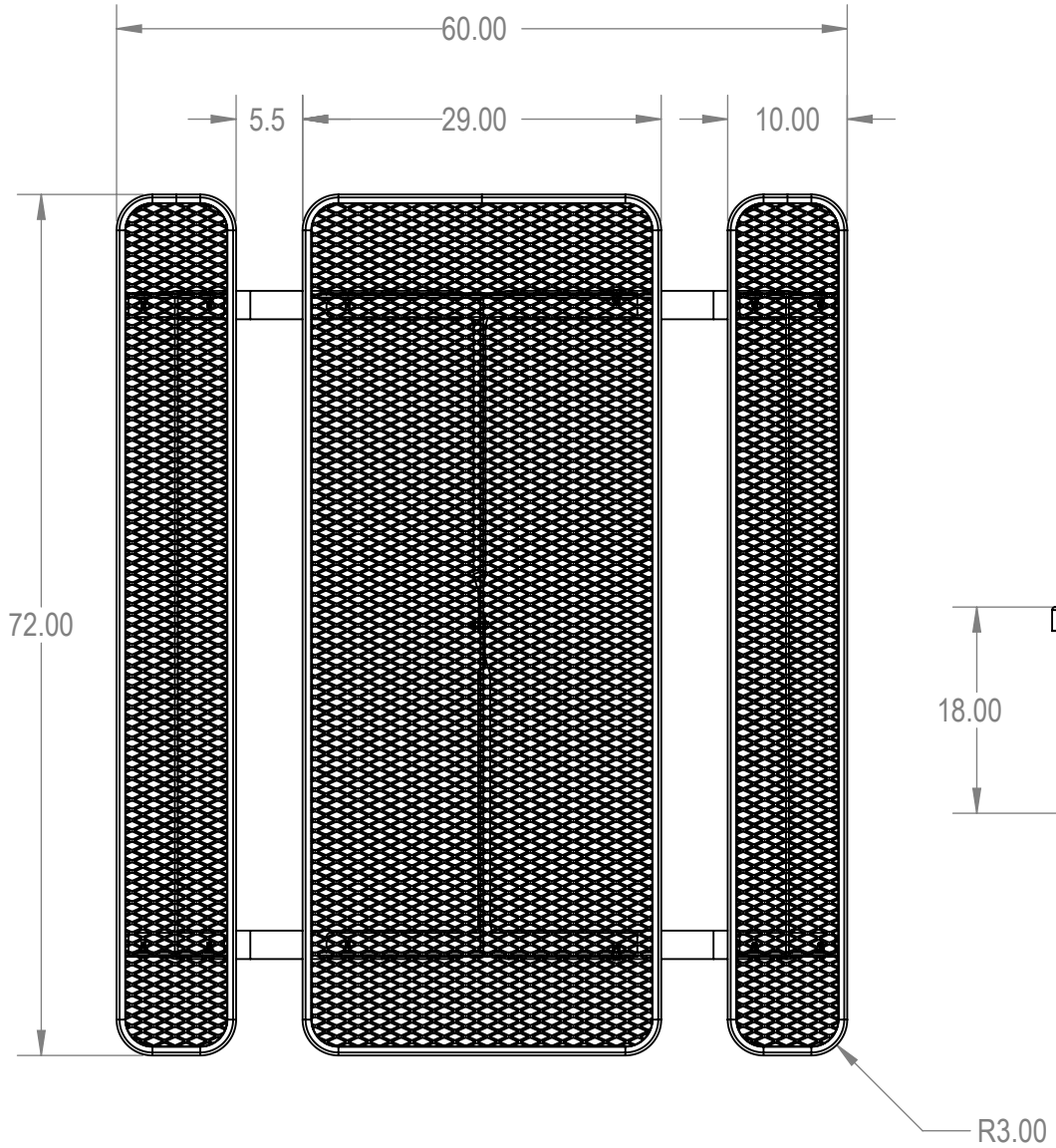

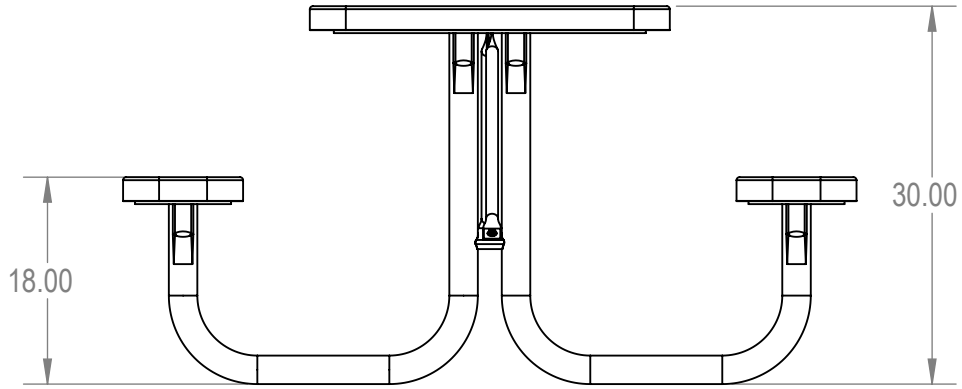

ParkTastic

Manufactured For: PARK WAREHOUSE

PROPRIETARY AND CONFIDENTIAL

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	NAME	DATE
DRAWN	GM	1/3/2016
SALES APPR.		
CLIENT APPR.		
MFG APPR.		
Q.A.		

Design By -

CADWorksPro
Chicago, IL

www.cadworkspro.com

ParkTastic

TITLE:

6' Rectangular Portable Table

766pt100

5 4 3 2 1

SIMMONS & WHITE
2581 Metrocentre Blvd, Suite 3, West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

TRAFFIC GENERATION STATEMENT

3922 PARK LANE
PALM SPRINGS, FLORIDA

Prepared for:

Cory S. Cross Architect
2560 Pepperwood Circle South
North Palm Beach, Florida 33410

Job No. 19-087

Date: 07/25/2019
Revised: 08/28/2019
Revised: 07/06/2020

Bryan G. Kelley, P.E.
FL Registration No. 74006

Bryan G. Kelley, P.E., State of Florida, Professional Engineer, License No. 74006

This item has been electronically signed and sealed by Bryan G. Kelley, P.E. on 07/06/2020 using a SHA-1 Authentication Code.

Printed copies of this document are not considered signed and sealed and the SHA-1 Authentication Code must be verified on any electronic copies.

TABLE OF CONTENTS

1.0 SITE DATA 2

2.0 TRAFFIC GENERATION 2

3.0 CONCLUSION 3

1.0 SITE DATA

The subject parcel is located on the south side of Park Lane approximately 400 feet east of Kirk Road in the Village of Palm Springs, Florida and contains approximately 0.80 acres. The Property Control Number (PCN) for the subject parcel is 70-43-44-18-00-000-7190. The existing development consists of one single family dwelling unit. The proposed redevelopment consists of 9 multifamily dwelling units with an anticipated buildout year of 2023. Access is proposed via a full access driveway connection to Park Lane. For additional information concerning site location and layout, please refer to the Site Plan prepared by Cory S. Cross Architect.

2.0 TRAFFIC GENERATION

The Palm Beach County Unified Land Development Code Article 12 requires that for any application for a site specific development order on property on which there are existing/vested uses shall be subject to the Palm Beach County Traffic Performance Standards to the extent the traffic generation projected for the site specific development order exceeds the traffic generation of the vested uses. The generation rates and capture rates of the vested uses shall be updated to current pro forma traffic generation and passer-by rates and shall be used to calculate vested uses/existing traffic.

The traffic currently vested to the parcel has been calculated in accordance with the ITE Trip Generation Manual, 10th Edition and published Palm Beach County Trip Generation Rates as shown in Tables 1, 2 and 3. Table 1 shows the daily traffic generation associated with the existing/vested development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation rates, respectively, in peak hour trips (pht). The traffic generated by the existing/vested development consisting of one single family dwelling unit may be summarized as follows:

Existing/Vested Development

Daily Traffic Generation	=	10 tpd
AM Peak Hour Traffic Generation (In/Out)	=	1 pht (0 In/1 Out)
PM Peak Hour Traffic Generation (In/Out)	=	1 pht (1 In/0 Out)

The traffic to be generated by the proposed site modifications has also been calculated in accordance with the ITE Trip Generation Manual, 10th Edition and the Palm Beach County Trip Generation Rates as shown in Tables 4, 5 and 6. Table 4 shows the daily traffic generation associated with the proposed plan of development. Tables 5 and 6 show the AM and PM peak hour traffic generation, respectively. The traffic to be generated by the proposed plan of development consisting of 9 multifamily dwelling units may be summarized as follows:

2.0 TRAFFIC GENERATION (CONTINUED)

Proposed Development

Daily Traffic Generation	=	49 tpd
AM Peak Hour Traffic Generation (In/Out)	=	3 pht (1 In/2 Out)
PM Peak Hour Traffic Generation (In/Out)	=	2 pht (2 In/2 Out)

The increase in traffic generation as a result of the proposed site modifications is shown in Table 7 and may be summarized as follows:

Change in Traffic Generation

Daily Traffic Generation	=	39 tpd
AM Peak Hour Traffic Generation (In/Out)	=	2 pht (1 In/1 Out)
PM Peak Hour Traffic Generation (In/Out)	=	3 pht (1 In/2 Out)

3.0 CONCLUSION

As shown in Table 7, the proposed modification will result in an increase of 39 daily trips, an increase of 2 AM peak hour trips, and an increase of 3 PM peak hour trips at project build out of 2023. The change in peak hour trips is negligible and will have an insignificant impact on the surrounding roadways and is therefore approvable with regard to the Palm Beach County Traffic Performance Standards. Based on the findings of this report, the proposed development will generate less than 20 peak hour trips and therefore no additional traffic analysis is required and the project is therefore approvable with regard to the Palm Beach County Traffic Performance Standards.

Figure 1 – Site Location Map
3922 Park Lane
Project # 19-087

SIMMONS & WHITE

3922 PARK LANE

07/25/19
Revised 08/28/19
Revised 07/06/20

EXISTING DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Single Family Detached	210	1	Dwelling Units	10			10		0	10	0%	0	10
			Grand Totals:				**10**	**0.0%**	**0**	**10**	**0%**	**0**	**10**

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Single Family Detached	210	1	Dwelling Units	0.74	0.25	0.75	0	1	1	0.0%	0	0	0	0	1	1	0%	0	0	1	1
			Grand Totals:				**0**	**1**	**1**	**0.0%**	**0**	**0**	**0**	**0**	**1**	**1**	**0%**	**0**	**0**	**1**	**1**

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Single Family Detached	210	1	Dwelling Units	Ln(T) = 0.96 Ln(X) + 0.20	0.63	0.37	1	0	1	0.0%	0	0	0	1	0	1	0%	0	1	0	1
			Grand Totals:				**1**	**0**	**1**	**0.0%**	**0**	**0**	**0**	**1**	**0**	**1**	**0%**	**0**	**1**	**0**	**1**

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

3922 PARK LANE

07/25/19
Revised 08/28/19
Revised 07/06/20

PROPOSED DEVELOPMENT

TABLE 4 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	9	Dwelling Units	5.44			49		0	49	0%	0	49
			Grand Totals:				**49**	**0.0%**	**0**	**49**	**0%**	**0**	**49**

TABLE 5 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	9	Dwelling Units	0.36	0.26	0.74	1	2	3	0.0%	0	0	0	1	2	3	0%	0	1	2	3
			Grand Totals:				**1**	**2**	**3**	**0.0%**	**0**	**0**	**0**	**1**	**2**	**3**	**0%**	**0**	**1**	**2**	**3**

TABLE 6 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	9	Dwelling Units	0.44	0.61	0.39	2	2	4	0.0%	0	0	0	2	2	4	0%	0	2	2	4
			Grand Totals:				**2**	**2**	**4**	**0.0%**	**0**	**0**	**0**	**2**	**2**	**4**	**0%**	**0**	**2**	**2**	**4**

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3922 PARK LANE

07/25/19
Revised 08/28/19
Revised 07/06/20

TABLE 7
TRAFFIC GENERATION INCREASE

NET TRIPS

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	10	1	0	1	1	1	0
PROPOSED DEVELOPMENT =	49	3	1	2	4	2	2
INCREASE =	**39**	**2**	**1**	**1**	**3**	**1**	**2**

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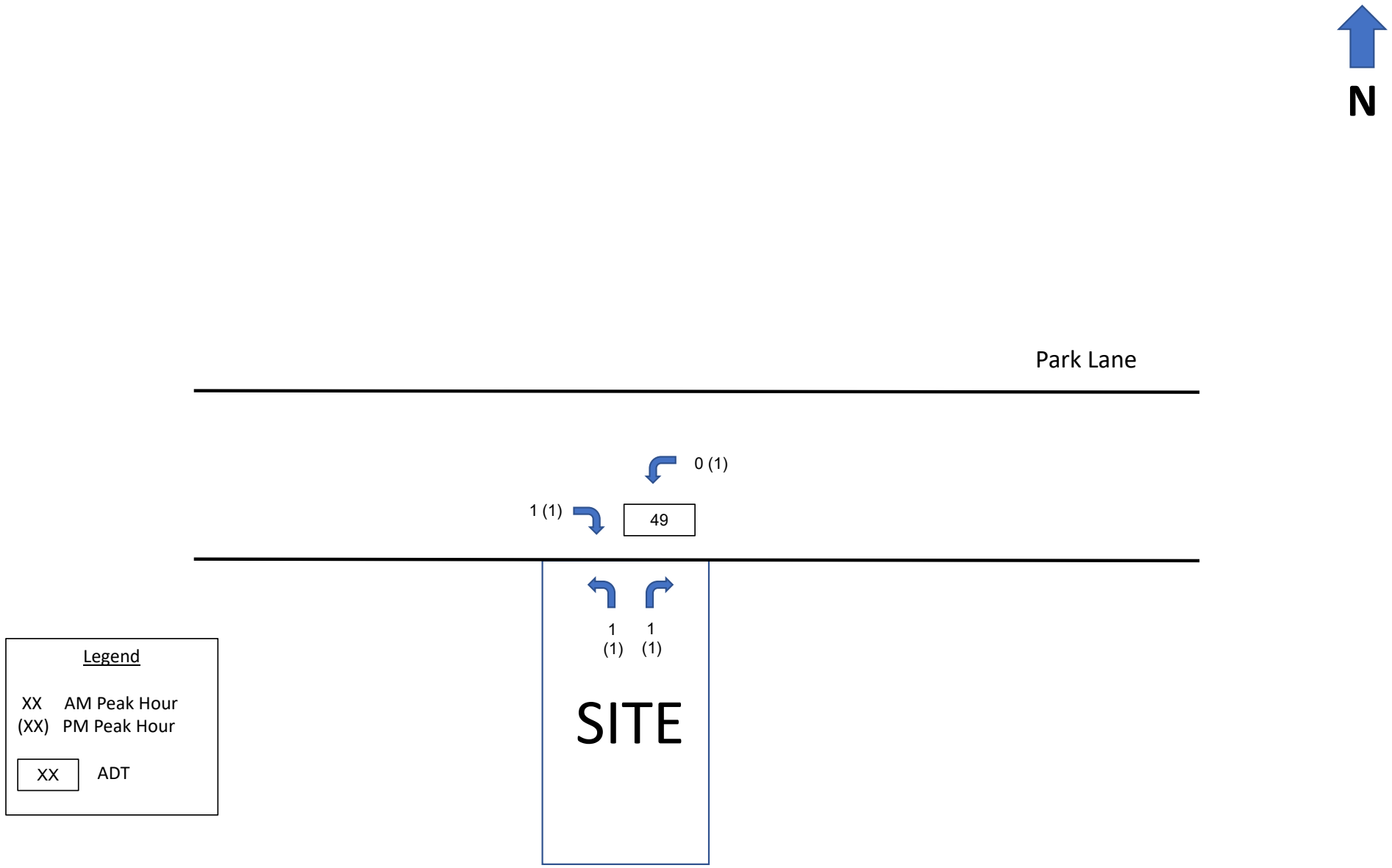

FIGURE 2 – Driveway Volumes
3922 Park Lane
Project # 19-087

SIMMONS & WHITE

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

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

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August 8, 2019

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

RE: 3922 Park Lane
Project #: 190714
Traffic Performance Standards Review

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the **3922 Park Lane Development** Traffic Impact Statement, dated July 25, 2019, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	South side of Park Lane, about 400 feet east of Kirk Road
PCN:	70-43-44-18-00-000-7190
Access:	One full access driveway connection onto Park Lane (As used in the study and is NOT an approval by the County through this letter)
Existing Uses:	One Single family Home
Proposed Uses:	Replace existing with: Multi-Family Residential (2 st - Apt/Con/TH) = 11 DU
New Daily Trips:	71
New Peak Hour Trips:	4 (1/3) AM; 5 (3/2) PM
Build-out:	December 31, 2023

Based on the review, the Traffic Division has determined that the proposed development **meets** the Traffic Performance Standards of Palm Beach County. The proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB:HA:jc
ec:
Kim Glas-Castro, Director of Planning, Zoning & Building, Village of Palm Springs
Hanane Akif, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2019\190714 - 3922 PARK LANE.DOCX

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

July 20, 2020

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE

Re: 3922 Park Lane Townhouses
Revised Site Plan Approval Letter
Engenuity Group Project No. 6001.78

We have received the following on 7-13-20 for the above reference project:

1. Conceptual Paving, Drainage, Water & Wastewater Plan, 1 sheet, dated 7-6-20, by Simmons & White.
2. Site Plan, 4 sheets (A1-A4), dated 7-10-20, by Cory S. Cross Architect.
3. Landscape Plan, 1 sheet (LA1), dated 6-5-20, by Cory S. Cross Architect.
4. Common Amenity Plan, 1 sheet
5. Open Space Plan, 1 sheet
6. Traffic Generation Statement, 9 sheets, revised 7-6-20, by Simmons & White.
7. Site Plan Revision Letter, 1 sheet, dated 7-10-20, by Cory S. Cross Architect.
8. Justification Statement, 10 sheets, dated 7-13-20, by Cory S. Cross Architect.

We recommend Site Plan approval with the following conditions:

1. Provide revised Water Management Calculations.
2. The Home Owners Association documents shall include pervious pavement maintenance conditions.
3. Provide permits from applicable agencies including, but not limited to, Village of Palm Springs Civil/Utility, PBC Fire Rescue, etc.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Chad Girard, PE
Kim Glas-Castro
Lisa Tropepe, PE
Ed Horton

LAKE WORTH DRAINAGE DISTRICT

13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
Attorney
Mark A. Perry, P.A.

July 30, 2019

Iramis Cabrera
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

Re: PARK LANE TOWNHOUSES
3922 Park Lane
Sectional – A Portion of Section 18/43/44
PCN: 70-43-44-18-00-000-7190
LWDD Record No. RI-19-00___

Dear Ms. Cabrera:

This petition is located at the SE Quad of Park Lane and Kirk Road. It is located north of the L-10 Canal and is not adjacent.

LWDD has no objection to the certification of this petition.

Sincerely,

Anne H. Perry

Anne H. Perry
Right-of-Way Specialist

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

WANDA F. PAUL
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3300 FOREST HILL BOULEVARD, SUITE B-102
WEST PALM BEACH, FL 33406

PHONE: 561-434-8020 / FAX: 561-434-8815
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	**Submittal Date**	10/18/2019		
	SCAD No.	19092401D – D. O.		
	FLU /Rezoning/D.O. No.	20190091 – Village of Palm Springs		
	PCN No. / Address	70-43-44-18-00-000-7190 /3922 Park Lane		
	Development Name	**3922 Park Lane**		
	Owner / Agent Name	Park Lane Condominiums LLC / Cory S. Cross		
	SAC No.	189		
	Proposed Unit No. & Type	**11 Apartment Units**		
Impact Review		**C.O. Taylor/Kirklane** Elementary School	**Palm Springs** Middle School	**John I. Leonard** High School
	New Students Generated	1	1	**1**
	Capacity Available	115	28	**- 640**
	Utilization Percentage	92%	98%	**120%**
School District Staff's Recommendation	**Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village, School District staff recommends the following condition to mitigate such impact.** In order to address the school capacity deficiency generated by this proposed development at the District **high school level**, the property owner shall contribute **$12,913** to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Update Study recommended by the PBC Impact Fee Committee for adoption/implementation in 2019.			
Validation Period	1) This determination is valid from **10/28/2019** to **10/27/2020** or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **10/27/2020** or this determination will expire automatically on **10/27/2020**.			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

School District Representative Signature

October 28, 2019
Date

Joyce C. Cai, Senior Planner
Print Name & Title

joyce.cai@palmbeachschools.org
Email Address

CC: Joyell Shaw, PIR Manager, School District of Palm Beach County
Iramis Cabrera , Planner, Village of Palm Springs

Village of Palm Springs
Land Development Department
226 Cypress Lane, Palm Springs, FL 33461
(561) 965-4016 Fax (561) 439-4132

LETTER OF TRANSMITTAL

To: Chad Girard/Ed Horton
Tom Ceccarelli/Frank Castro
Pedro Segovia

Date: July 14, 2020

RE: Park Lane Townhomes- 3922 Park Ln Site Plan

5th submittal 7-14-2020

Attached are:

x Prints ☐ Reproducibles ☐ Correspondence
☐ Report ☐ Specifications ☐ Applications
☐ Other_____

COPIES	DATE	DESCRIPTION
1	7/13/2020	Site Plan Package/Civil Plans

Transmitted:

☐ For Approval ☐ As Requested xxxx For Review and Comment
☐ For Revisions ☐ For Your Use
☐ Other_____

REMARKS:

Upon review, please forward any comments regarding the attached materials to me,. Should you have any questions regarding the attached materials, do not hesitate to contact me at (561) 434-5090 or icabrera@vpsfl.org Thank you for your assistance.

Signed: Iramis Cabrera

Everything utilities looks good. Concerned about size of water service for water meters - will the service provide enough pressure for all units.

7-16-2020

Village of Palm Springs
Land Development Department
226 Cypress Lane, Palm Springs, FL 33461
(561) 965-4016 Fax (561) 439-4132

LETTER OF TRANSMITTAL

To: Chad Girard/Ed Horton
Tom Ceccarelli/Frank Castro
Walter Lenhart

Date: March 23, 2020

RE: Park Lane Townhomes- 3922 Park Ln Site Plan

4th submittal 3-20-2020

Attached are:

- x Prints
- ☐ Reproducibles
- ☐ Correspondence
- ☐ Report
- ☐ Specifications
- ☐ Applications
- ☐ Other

COPIES	DATE	DESCRIPTION
1	3/20/2020	Site Plan Package/Civil Plans

Transmitted:

- ☐ For Approval
- ☐ As Requested
- xxxx For Review and Comment
- ☐ For Revisions
- ☐ For Your Use
- ☐ Other

REMARKS:

Upon review, please forward any comments regarding the attached materials to me,. Should you have any questions regarding the attached materials, do not hesitate to contact me at (561) 434-5090 or icabrera@vpsfl.org Thank you for your assistance.

Signed: Iramis Cabrera

OK E.00 3/25/20

P.B.C. Fire-Rescue
Plan Review Critique

Walter J. Lenhart
Business: 561-233-0056
E-mail: wjlenhar@pbcgov.org

Permit: FP#:

Date: 11/16/19

Project: Park Lane Townhomes

Address: 3922 Park Ln Palm Springs

Occupancy: Residential, New Apartment

Construction Type:

Page	Comment	Code
	Submit three(3) copies of the civil drawing to the PBC Water Officer Pedro Segovia for review. The civil plan review fee is $500.00. Pedro's contact information is 561-233-0054 or PSegovia@pbcgov.org.	
A1	24" minimum pavement lettering is required for the fire lane marking. Yellow lettering is required.	
A1	The mailbox must be relocated. It is obstructing access to the fire hydrant.	

CORY S. CROSS
ARCHITECT

Justification Statement
3922 Park Lane Rental Town Homes
Village of Palm Springs, Florida
Site Plan Applications
July 13, 2020

Introduction

On behalf of the Developer, Park Lane Condominiums LLC ("Owner"), and Cory S. Cross ("Agent") respectfully requests approval of this application for a Major Site Plan for one (1) property in the Village of Palm Springs. The 0.8044 acre subject property (PCN 70-43-44-18-00-000-7190) is currently a vacant undeveloped lot just west of the intersection of Park Lane and Rio Lane and is located within the limits of the South Florida Water Management District ("subject property"). Access to the site is directly from Park Lane.

The subject property is proposed to be developed with one townhouse building of 9 units. Each unit is two stories and supports a one-car garage with 2.66 additional parking spaces. The proposed site plan indicates a total of 9 rental townhouse units. Based on the acreage and the permissible density the parcel can support up to 15 units based on the maximum allowable units per acre (19 x .80 = 15.20).

The subject is not requesting any change to the zoning designation (RM) or Comprehensive Plan (High Density Residential).

Site Plan

This application consists of a Major Site Plan approval with a Residential Planned Development overlay. The subject application will be utilizing the specific residential planned development standards as indicated below.

According to the Village of Palm Springs Code of Ordinances (Section 34-1064 Residential Planned Developments – Certification Standards), an application for Site Plan approval must take the following standards into consideration:

A. Minimum setbacks for principal structures:
   a. Front (Street): 25 feet (25'-1" feet provided),
   b. Side (Interior): 20 feet (20'-1" feet provided)
   c. Side (Corner): 25 feet (N/A)
   d. Rear: 20 feet (69'-11" feet provided);

B. Minimum lot size of 3 acres (Minimum lot size is 0.8044 acres) - See Waiver Chart below

C. Maximum lot coverage of 40% (21.79% building coverage provided).

D. Minimum total open space of 35% of the gross land area of which 20% shall be common amenity area (44.59% open space provided, 20.08% common amenity open space provided).

Compliance with Performance Standards for a planned development (Sec. 34-1063):

a) Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian ways and/or providing access to each building.

Response: The applicant is providing a walkway on the east side of the driveway only, since a walkway on the west side would not lead to any building and would not be used. This walkway connects each unit to the street sidewalk.

b) Consolidation of smaller parcels into a larger, unified development project.

Response: Not applicable to this proposed request.

c) Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

Response: There is only one driveway and curb cut. There are no secondary streets or alleys adjacent to the site.

d) Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Response: The adjacent properties do not have parking arrangements that would allow for shared parking or cross access.

e) Provision of sufficient parking to avoid on-street parking, unless designed with on street spaces.

Response: Pursuant to Sec. 34-1329, the parking requirement for multiple family dwellings consists of two and one-half parking spaces per dwelling unit and an additional 25 percent of the total required parking must be dedicated as guest parking spaces. The applicant will limit each tenant to two cars per unit in their lease.

f) Pedestrian-scale street lighting along sidewalks and pedestrian ways.

Response: The proposed site plan provides pedestrian scale street lighting along the proposed sidewalks and pedestrian ways. Wall mounted lighting is proposed at the front and rear of each of the townhomes.

g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: The proposed site plan has one open space encompassing all the common area for passive/leisure activities.

h) Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: The proposed site plan provides continuity of sidewalks and pathways to the usable open spaces.

i) Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).

Response: The applicant is providing landscape areas and planting between each of the unit's private walkways and driveways.

j) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: The streetscape landscape is found on the north side of the site. The project will be under single ownership who will have responsibility for all maintenance.

k) Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: Not applicable to this proposed request

l) Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: The proposed development is in compliance with building setbacks on the north, south, east and west sides. The building is physically designed as townhouses, rather than as an apartment building, to attract families. The building is two stories in height and is staggered in plan to produce a façade with multiple faces. Variations in wall texture and roof heights further break up the mass of the building. The building has roof height of 24'-1", which is less than allowed height of 35'.

The site is well buffered with abundant landscaping and a six foot high concrete block wall, with stucco finish, on the east, west and south property lines. Additional trees have been added on the east side of the building to provide screening for the properties to the east.

m) Provision of original, self-confident building design, and prohibition of metal buildings.

Response: The proposed development will provide a unique, self-confident building design, and will not have any metal buildings. Please refer to the colored rendering for further information.

n) Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.

Response: Not applicable to this proposed request as adjacent properties are High Density Residential FLU designation.

o) Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: The proposed site plan is providing 24' for double vehicular drive aisles and is seeking a waiver to allow for the reduction of two feet in the minimum required double vehicular drive aisle pursuant to Sec. 34-1328. It is anticipated that the proposed development has adequate vehicular circulation and does not negatively impact existing roadway conditions.

Objectives of a planned development include the following (Sec. 34-1062):

a) To permit the creation of functional and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel". **– 9 proposed residential townhouse units will not have any adverse impact on the village's character.**

b) To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods. **– The proposed development has a High Density Residential FLU designation which is the same as the surrounding properties.**

c) To enhance landscaped open space and streetscapes **– The applicant is providing extra plant materials in all landscaped areas.**

d) To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:

a. Arrangement and spacing of buildings and open spaces; **- Minimum total open space of 35% of the gross land area of which 20% shall be common amenity area (44.59% open space provided, 20.08% amenity open space provided).**

b. Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities **– There is just one property.**

c. Location of access drive and sidewalks to promote circulation and access **- Access to the site is directly from Park Lane.**

d. Building coverage **– Maximum lot coverage of 40% (21.79% building coverage provided).**

e. Sufficient and convenient parking for uses and activities **– Pursuant to Sec. 34-1329, the parking requirement for multiple-family dwellings consists of two and one-half parking spaces per dwelling unit and an additional 25 percent of the total required parking shall be dedicated as guest parking spaces. The project is required to have 29 parking spaces and provides 33 spaces.**

f. Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility **- All mechanical equipment (i.e. 3' x 3' A/C Pad) have been screened from view to enhance aesthetics and promote compatibility**

g. Adequate lighting for security and pedestrian/vehicular safety **– Four light poles have been provided along the parking lot and driveway and one light pole has been provided to the south at the Y turn. Wall mounted lighting has been provided to the rear of each of the townhouse units.**

h. Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well **– Not applicable**

Currently, the subject property supports a Future Land Use Map designation of High Density Residential and is within the Residential Multi-Family (RM) zoning district. See attached survey for detail of subject property boundary. Below is a summary of surrounding properties:

Adjacent Lands	Uses	FLU	Zoning
Subject Property (Proposed)	**Townhouse**	**High Density Residential**	**RM w/PD Overlay**
North	Single Family	Low Density Residential	RM
South	Single Family	High Density Residential	RM
East	Multi-Family	High Density Residential	RM
West	Multi-Family	High Density Residential	RM

Existing Conditions

The subject site is located in Township 44S, Range 42E, Section 18 in Palm Beach County, FL.

The site is also located within the limits of the Village of Palm Springs and the SFWMD C-51 Basin and LWDD.

The property is currently a vacant undeveloped area along Park Lane.

Proposed Conditions

The subject site is proposed to be developed with one (1) two story townhouse building with a total of 9 units with associated infrastructure including paved access, driveways, water, wastewater and storm water management system.

Exfiltration trench and pervious paving are proposed to meet water quality requirements and C-51 compensating storage requirements.

The proposed storm water management system will comply with current governing agencies requirements as dictated by SFWMD, LWDD and PBC Land Development.

Water Quality

Water Quality will be provided for the greater of 1'' over the site or 2.5'' times the percentage of impervious and will be provided in the proposed exfiltration trench.

Water Quantity

Water Quantity will be provided in accordance with SFWMD criteria in on-site exfiltration trench with positive legal outfall via overland flow through a bubble up structure to Park Lane.

Elevations on site are entirely above SFWMD C-51 Basin flood plain elevation 12.7 NGVD.

Proposed Land Use

Building/Roof Area = 0.17 acres
Pervious Paving = 0.29 acres
Open Space Area = 0.33 acres
Total Area = 0.79 acres

Waiver Chart

WAIVER	CODE SECTION	REQUIRED	PROVIDED	WAIVER REQUEST
1	Sec. 34-1328 Parking Drive Width	26'-0" for 90 degree parking drive isles	24'-0" drive isle width	To allow for the reduction of two feet in the minimum required vehicular drive isle
2	Sec. 34-766 Property Development Regulations	Minimum lot area for 9 units shall be 72,000 SF (1.6528 acres)	0.8044 acres	To allow for the reduction of 0.8484 acres in the minimum acreage requirement for a residential planned development
3	Sec. 34-1064 (c) Residential Planned Developments	Residential planned developments shall be no less than three acres.	0.8044 acres	To allow for the reduction of 2.1956 acres in the minimum acreage requirement for a residential planned development
4	Sec. 34-1063 (a)(1) Residential Planned Developments	A sidewalk is required on both sides of the driveway.	1 sidewalk	To allow for the reduction to one sidewalk

Waiver Standards:

Requests for waivers shall be submitted in writing and shall address the following criteria:

1. *The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.*

    a. **Waiver 1: The waiver for minimum required vehicular drive isle reduction is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.**
    b. **Waiver 2: The waiver for minimum acreage requirement reduction for a RM district is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.**
    c. **Waiver 3: The waiver for minimum acreage requirement reduction for a residential planned development is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.**
    d. **Waiver 4: The waiver for sidewalk requirement reduction for a residential planned development is in harmony with and consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and not injurious to the surrounding area.**

2. *The request results from innovative design in which other minimum standards are exceeded.*

    a. **Waiver 1: The reduction of driveway width will reduce the amount of impervious area. Drivers requiring extra back-up space will be able to use the garage driveways for additional room.**
    b. **Waiver 2: The project utilizes an underdeveloped lot, which is too large for a current single family home, and too small for a conventional multi-family development. Typical SF lots in this neighborhood are about 0.2 acres, or about ¼ the size of this site.**
    c. **Waiver 3: The project utilizes an underdeveloped lot, which is too large for a current single family home, and too small for a conventional multi-family development. The design allows better emergency vehicle access than several single family lots.**
    d. **Waiver 4: The proposed sidewalk provides access to all units and parking areas. A second sidewalk would be unused and result in the loss of landscape area.**

3. *The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.*

    a. **Waiver 1: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.**
    b. **Waiver 2: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.**
    c. **Waiver 3: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.**
    d. **Waiver 4: The granting of this waiver will have not any detrimental effect on natural resources or natural areas.**

4. *The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.*

    a. **Waiver 1: Not applicable to this waiver request**
    b. **Waiver 2: Not applicable to this waiver request**
    c. **Waiver 3: Not applicable to this waiver request**
    d. **Waiver 4: Not applicable to this waiver request**

5. *The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.*

    a. **Waiver 1: Not applicable to this waiver request**
    b. **Waiver 2: Not applicable to this waiver request**
    c. **Waiver 3: Not applicable to this waiver request**
    d. **Waiver 4: Not applicable to this waiver request**

6. *Economic issues may not be used to justify waivers.*

    a. **Waiver 1: There are no economic issues being used to justify this waiver.**
    b. **Waiver 2: There are no economic issues being used to justify this waiver.**
    c. **Waiver 3: There are no economic issues being used to justify this waiver.**
    d. **Waiver 4: There are no economic issues being used to justify this waiver.**

7. *The request is compatible with existing and potential land uses adjacent to the development site.*

    a. **Waiver 1: Not applicable to this waiver request**
    b. **Waiver 2: Not applicable to this waiver request**
    c. **Waiver 3: Not applicable to this waiver request**
    d. **Waiver 4: Not applicable to this waiver request**

8. *Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.*

    a. **Waiver 1: Not applicable to this waiver request**
    b. **Waiver 2: Not applicable to this waiver request**
    c. **Waiver 3: Not applicable to this waiver request**
    d. **Waiver 4: Not applicable to this waiver request**

9. *Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.*

    a. **Waiver 1: Not applicable to this waiver request**
    b. **Waiver 2: Not applicable to this waiver request**
    c. **Waiver 3: Not applicable to this waiver request**
    d. **Waiver 4: Not applicable to this waiver request**

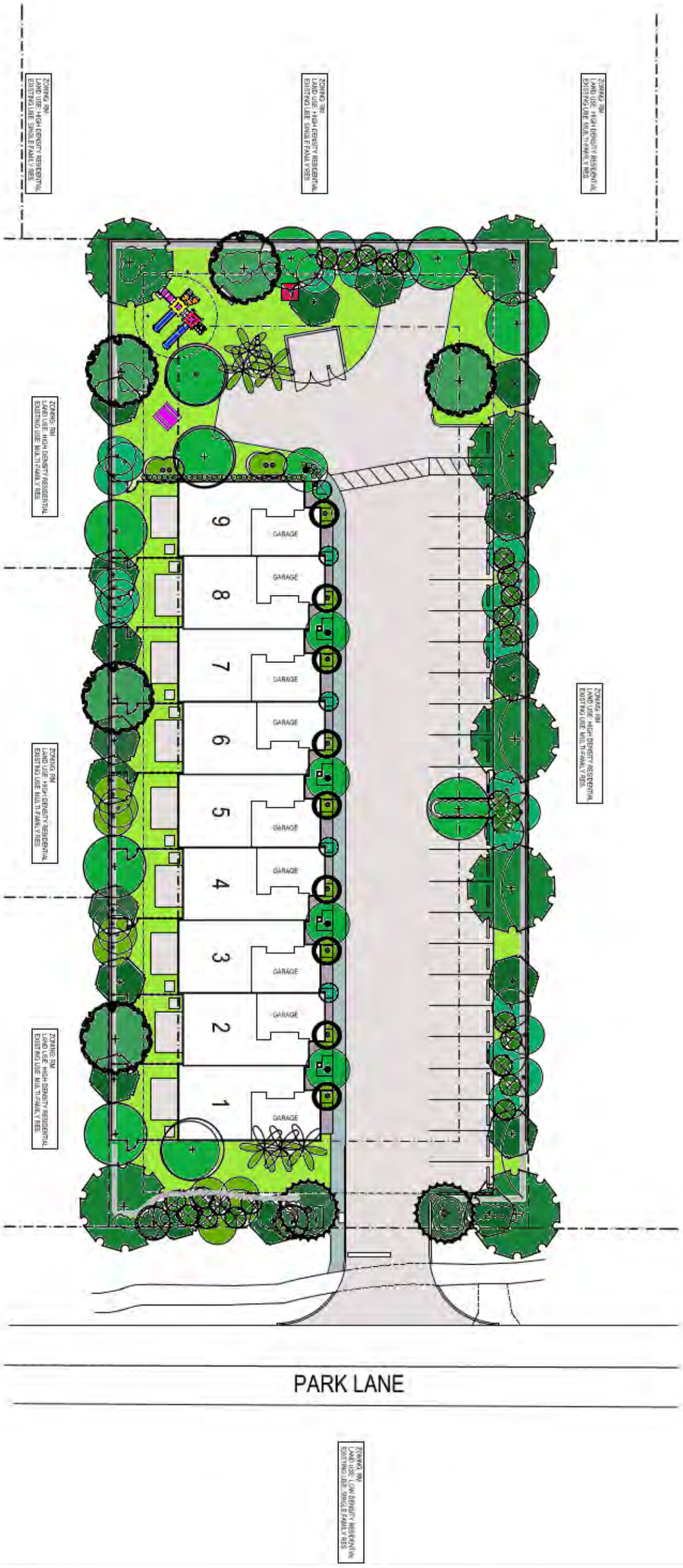
Parking:

Required Parking:

Multi Family Dwellings – 2.5 Spaces per Unit @ 9 units = 22.5 Spaces + 25% of the total required parking = 5.625
Total: 29 spaces

Parking Provided: **33 Spaces**

On behalf of Park Lane Condominiums LLC and Cory S. Cross we respectfully request your approval of these applications for a Major Site Plan approval.



NORTH

0 4 8 16 32

SITE PLAN

REVISIONS

DRAWN

CHECKED

DATED

PROJECT 1904

SHEET

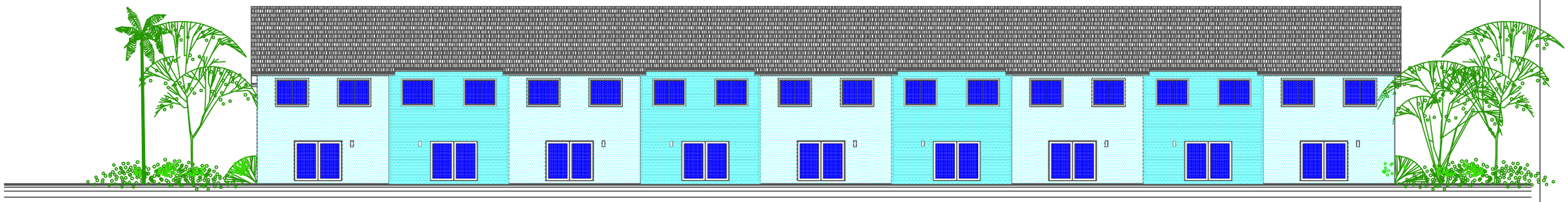
CORY S. CROSS
ARCHITECT
AR 11264
2560 Pepperwood Circle S., North Palm Beach, FL 33410
561-281-0960

PROPOSED TOWNHOUSES

3922 PARK LANE

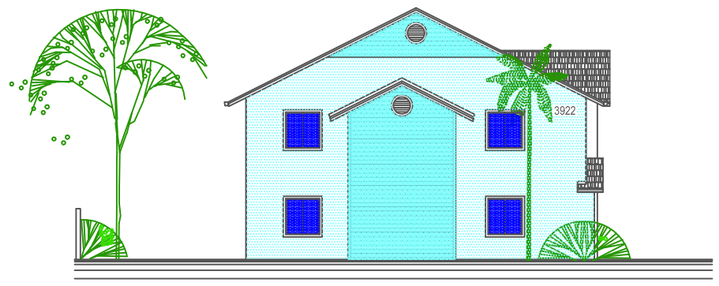
PALM SPRINGS, FL 33406

WEST ELEVATION

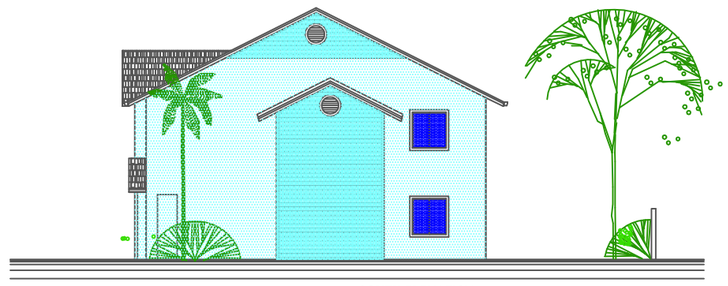


EAST ELEVATION

EXTERIOR COLORS		
LOCATION	COLOR	MANUFACTURER
STUCCO	2065-70 BASHFUL BLUE	BENJAMIN MOORE
LAP SIDING STUCCO	2065-60 CARIBBEAN COAST	BENJAMIN MOORE
LAP SIDING CEMENT BOARD	2065-60 CARIBBEAN COAST	BENJAMIN MOORE
WINDOW FRAMES & DOORS	WHITE	MFR. STANDARD COLOR
ALUMINUM RAILING	WHITE	MFR. STANDARD COLOR



NORTH ELEVATION



SOUTH ELEVATION

0 2 4 8 16

ELEVATIONS

SCALE 1/8" = 1'-0"

TO THE BEST OF MY KNOWLEDGE THESE DRAWINGS COMPLY WITH APPLICABLE BUILDING CODES

CORY S CROSS

PROPOSED TOWNHOUSES

3922 PARK LANE

PALM SPRINGS, FL 33406

CORY S. CROSS
ARCHITECT
AR 11264
2560 Pepperwood Circle S., North Palm Beach, FL 33410
561-281-0960

REVISIONS

DRAWN CC

CHECKED CSC

DATED 7/14/20

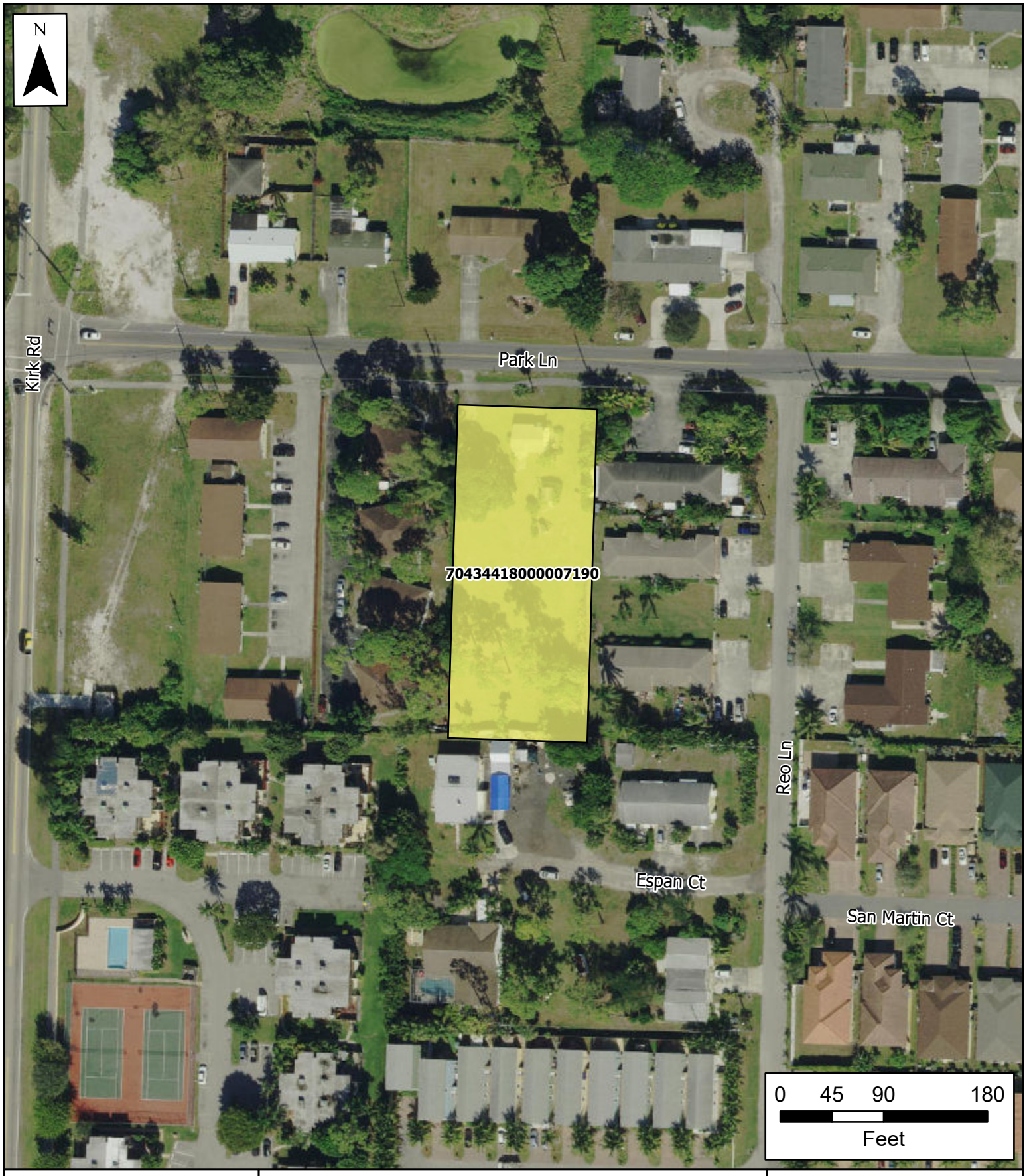
PROJECT 19004

SHEET A4

3922 PARK LANE

LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 30077, PAGE 745
THE EAST 121 FEET OF THE WEST 491 FEET OF THE SOUTH 300 FEET OF THE NORTH 325 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, (LESS A 15 FOOT ROAD RIGHT-OF-WAY REFERENCED IN OFFICIAL RECORDS BOOK 891, PAGE 564, PALM BEACH COUNTY), SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST.
CONTAINING 0.792 ACRES MORE OR LESS
OR 34485 SQUARE FEET MORE OR LESS



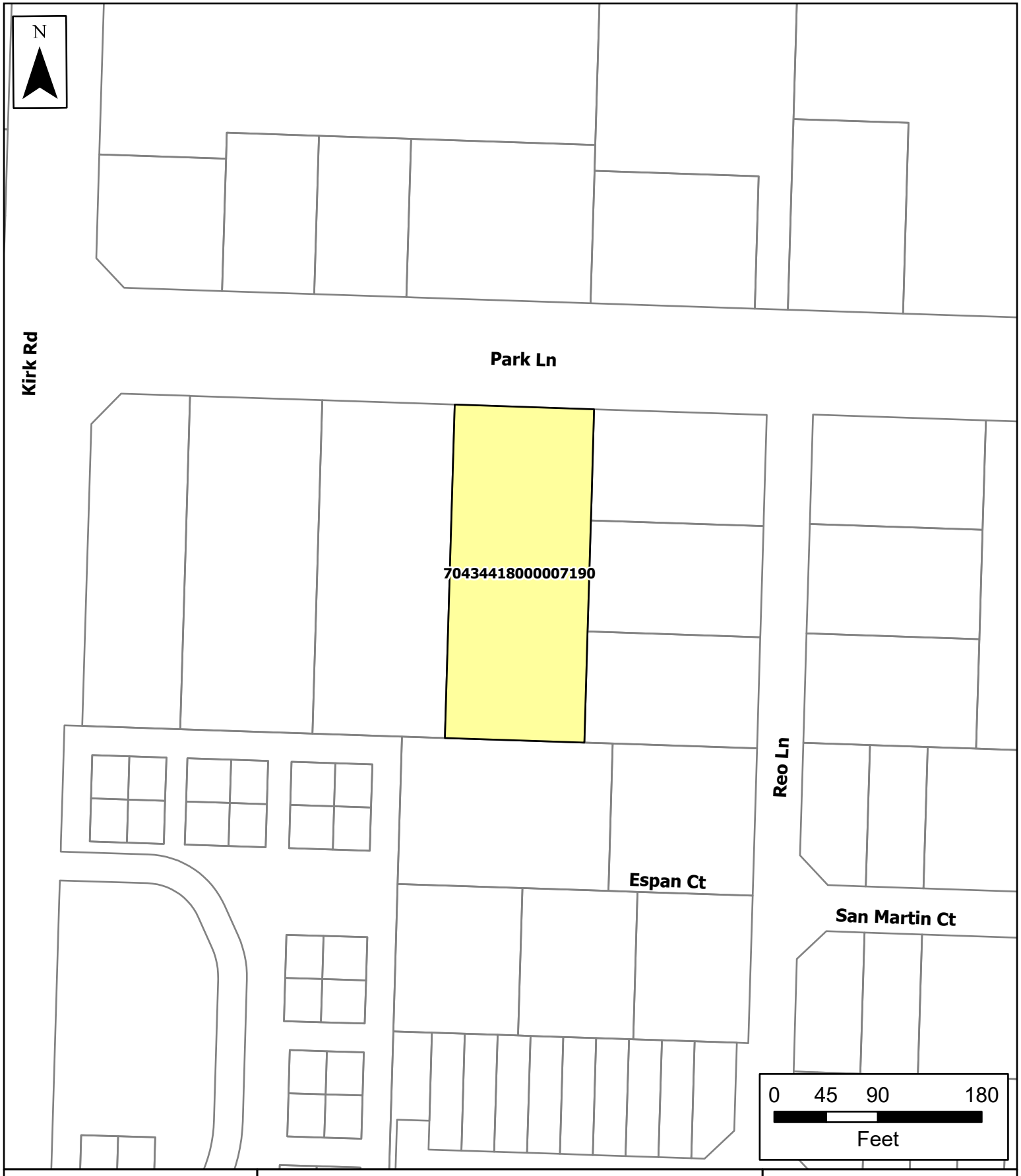
Village of Palm Springs

3922 Park Lane

3922 Park Lane

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.

Data Source: Property Boundary provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.



Village of Palm Springs

3922 Park Lane

3922 Park Lane

Parcels

Data Source: Parcels provided by Palm Beach County

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.

3392 Park Lane Townhouses

FAMILY ORIENTED DESIGN

Family Centric Features

- Three bedrooms suitable for young families
- Individual garages with remote and space for bikes and wagons
- Extra storage in attic
- On-site play area with playset, table, playhouse and bench
- Fenced backyard for each unit
- Single family style architecture

Density Comparisons

Density allowed by zoning code		19 du/ac
3392 Park Lane	9 du	11.39 du/ac
Estancia	64 du	11.22 du/ac
Patio Court	10 du	10.87 du/ac
Preston Square	160 du	8.46 du/ac

Parking Configuration

- 9 garage parking spaces – one for each unit
- 9 designated outdoor parking spaces – one for each unit
- 15 guest parking spaces
- 29 parking spaces required
- 33 total parking spaces provided

Parking Comparison – Local Multi Family

Parking required by zoning code		3.125 spaces/unit	
3932 Park Lane	8 du	14 spaces	1.75 spaces/unit
2785 Park Lane	3 du	6 spaces	2 spaces/unit
2807 Park Lane	3 du	6 spaces	2 spaces/unit
3954 Park Lane	8 du	19 spaces	2.375 spaces/unit
3890 Park Lane	3 du	8 spaces	2.67 spaces/unit
3922 Park Lane	9 du	33 spaces	3.6 spaces/unit

Parking Comparison – Townhouses

Parking required by zoning code			3.125 spaces/unit
3922 Park Lane	9 du	33 spaces	3.6 spaces/unit
Patio Court	10 du	35 spaces	3.5 spaces/unit
Preston Square	160 du	512 spaces	3.2 spaces/unit
Estancia	64 du	64 spaces	2.2 spaces/unit

Parking Restriction & Enforcement

- Tenant Parking will be monitored and enforced 24 hours by the management company via live security cameras.
- Garage parking will be enforced by lease agreement, garage will not be allowed to be used as storage.
- Outdoor parking spaces will be marked and assigned. Tenants will require a parking sticker for each residential vehicle.
- Boat, RV, Trailer, Box Truck and oversize commercial vehicles parking will NOT be allowed enforced by lease agreement.
- Guest parking will be allowed in designated stalls only. Overnight guest parking will be allowed by permit for a specified time and monitored 24 hours by the management company via live security cameras.
- Parking Restriction & Enforcement signs will be installed throughout the property.
- No Parking & Tow Away signs will be installed along the "**Y**" for emergency and service vehicles.
- Violating vehicles will be towed away per lease agreement.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Administration

ITEM 9.2: Ordinance No. 2020-28 - Village Code Amendment - Chapter 2 - Administration

SUMMARY:

The Village Attorney is requesting an amendment to the Village Code - Chapter 2 Administration to provide clarification and updates on various issues (i.e., preparation of ordinances, emergency powers during a state of emergency, staff titles, Council meetings and procedures, Village Board and Committees, organizational structure and staff and department titles and responsibilities, etc.) within the Village Code.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on September 10, 2020.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Ordinance No. 2020-28 - Amendment to Chapter 2 Administration

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 2 “ADMINISTRATION” TO REMOVE OUTDATED AND INAPPLICABLE PROVISIONS AND MODIFY CERTAIN PROVISIONS REGARDING THE VILLAGE COUNCIL AND BOARDS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village Council recognizes the need to remove outdated and inapplicable provisions regarding meetings and general administration items and to modify certain provisions related to the council and boards; and

WHEREAS, the Village Council has determined that it is in the best interest 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 2 “Administration”, is hereby amended as follows:

Chapter 2 - ADMINISTRATION

ARTICLE I. - IN GENERAL

~~**Sec. 2-1. - Preparation of ordinances.**~~

~~All ordinances shall be prepared or approved as to form by the village attorney. No ordinance shall be prepared for presentation to the village council unless ordered by a majority vote of the village council, requested in writing by the village manager or prepared by the village attorney on his own initiative.~~

Sec. 2-~~2~~1. - Administrative, service and use fees.

Unless otherwise provided by law or ordinance, all administrative, permit, service and use fees, including, but not limited to, building permit fees, land development fees, library fees, park and recreation fees, and utility fees and rates, shall be established by resolution adopted by the Village Council from time to time~~, and such fees shall be set forth in appendix A to this Code~~.

Sec. 2-~~3~~2. - Emergency powers of the Village Manager.

Upon declaration of a state of emergency by the Village Council or the governor of the State of Florida, or by the Village Manager after receiving the authority to declare such emergency by the Village Council the following matters shall be implemented, without further action of the Village Council:

(1) The Village Manager shall have authority to contract up to a total of $50,000.00 for goods and services without Village Council approval, and up to a total of $75,000.00 if it is not possible to obtain a quorum of the Village Council for an emergency meeting of the Village Council within 24 hours.

(2) All bidding requirements shall be suspended, and the Village Manager shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing.

(3) The Village Manager shall consult with the ~~director of public safety~~ Police Chief and by execution of a jointly signed document may affect a curfew throughout all or part of the Village for a period not exceeding 72 hours, without Village Council approval. Such curfew may include all pedestrian or vehicular use of public rights-of-way, public facilities, and private facilities normally having public access.

(4) The Village Manager may call an emergency meeting of the Village Council for any other matter, item, request, or event that exceeds his normal or emergency authority.

~~**ARTICLE II. - VILLAGE COUNCIL**~~

~~**DIVISION 1. - GENERALLY**~~

~~**Sec. 2-31. - Councilmember introduction and sponsorship of ordinances, resolutions and other matters required.**~~

~~Ordinances, resolutions and other matters or subjects requiring action by the village council must be introduced and sponsored by a member of the village council. However, the mayor, village manager or village attorney may present ordinances, resolutions and other matters or subjects to the village council, and any councilmember may assume sponsorship thereof by moving that the ordinance, resolution, matter or subject be adopted; otherwise, they shall not be considered.~~

~~**DIVISION 2. - MEETINGS**~~

Sec. 2-~~51~~3. - Special and emergency meetings.

(a) *Special meetings.* Special meetings may be called by the Mayor whenever, in his/her opinion, the public business may require it, or at the express ~~written~~ request of any two members of the Village Council. ~~Whenever a special meeting is called, a summons or a notice in writing, signed by the mayor or the two members of the village council, shall be served on each member of the village council, either in person or by notice left at his place of residence, stating the date and hour of the meeting and the purpose for which the meeting is called~~. No business shall be transacted at such special meeting, except as is stated in the notice for the meeting. The notice shall be delivered no later than 24 hours prior to the time of the special meeting.

(b) *Emergency meetings.* Emergency meetings may be held without notice where the best interest of the Village can only be served by such meetings without notice. Any three council members may attend such a meeting and the action taken must be ratified by vote of the Village Council at the next regular or special meeting.

~~**Sec. 2-52. - Agenda.**~~

All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the village council shall, at least 32 business hours prior to each village council meeting, be delivered to the village clerk. The village clerk shall immediately arrange a list of such matters according to the order of business and furnish each member of the village council, the village manager and the village attorney with a copy of the list prior to the village council meeting and as far in advance of the meeting as time for preparation will permit. None of the matters described in this section shall be presented to the village council by administrative officers, except those of an urgent nature, and, when so presented, shall have the written approval of the village manager before presentation. Items which require no discussion and are considered to be routine shall be listed on a consent agenda, to be enacted by one motion and one vote at the beginning of each village council meeting. A consent agenda shall be adopted upon unanimous vote of those in attendance at such village council meeting. Any item may be stricken from the consent agenda by any member of the village council who objects to its passage or desires discussion thereon, and upon being stricken from such consented agenda, shall be taken up at the appropriate place within the regular agenda of that meeting.

Sec. 2-53. - Call to order.

The mayor, the vice-mayor in the absence of the mayor or the mayor pro tem in the absence of the vice-mayor shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the village council to order.

Sec. 2-54. - Roll call; quorum.

(a) Before proceeding with the business of the village council, the village clerk or his deputy shall call the roll of the members, and the names of those present shall be entered in the minutes.

(b) A majority of all the members elected and serving his term on the village council shall constitute a quorum at any regular or special meeting of the village council. In

~~the absence of a quorum, the presiding officer shall compel the attendance of absent members, if possible.~~

~~Sec. 2-55. - Order of business.~~

~~Promptly at the hour set on the day of each regular meeting, the members of the village council, village clerk, village manager, village attorney and mayor shall take their regular stations in the village council chambers, and the business of the village council shall be taken up for consideration and disposition in the order established by resolution.~~

~~Sec. 2-56. - Meeting procedure.~~

~~(a) *Speaking by councilmember.* Every member desiring to speak shall address the chair, and, upon recognition by the presiding officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.~~

~~(b) *Interruptions.* A councilmember, once recognized, shall not be interrupted when speaking unless it is to call him to order or as otherwise provided in this section. If a councilmember, while speaking, is called to order, he shall cease speaking until the question of order is determined, and, if in order, he shall be permitted to proceed.~~

~~(c) *Privilege of closing debate.* The councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.~~

~~(d) *Motion to reconsider.* A motion to reconsider any action taken by the village council may be made only on the day such action was taken. Such motion may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by any councilmember, and may be made at any time and have precedence over all other motions or while a councilmember has the floor, and it shall be debatable. Nothing in this subsection shall be construed to prevent any member of the village council from making or remaking the same or any other motion at a subsequent meeting of the village council.~~

~~(e) *Entering certain items in minutes.* A councilmember may request, through the presiding officer, the privilege of having an abstract of his statement on any subject under consideration by the village council entered in the minutes. If the village council consents thereto, the statement, in its entirety, shall be entered in the minutes. The village clerk may be directed by the presiding officer, with the consent of the village council, to enter in the minutes a synopsis of the discussion on any question coming regularly before the village council.~~

~~(f) *Dissent or protest.* Any councilmember shall have the right to have the reasons for his dissent from, or protest against, any action of the village council entered on the minutes.~~

~~**Sec. 2-57. - Smoking.**~~

~~While the village council is in session, during both regular and special meetings, there shall be no smoking of cigarettes, cigars or pipes permitted within the village council chambers. Enforcement thereof shall be by the sergeant at arms.~~

ARTICLE III. - BOARDS, COMMITTEES, COMMISSIONS
DIVISION 1. - GENERALLY

Sec. 2-91. - Uniform procedure.

(a) *Membership, quorum and terms.* All boards, committees and commissions created in this Code, except the Library Advisory Board, Infrastructure Surtax Citizens’ Oversight Committee, Construction Board of Adjustment & Appeals and Code Enforcement Board (if appointed), shall have five (5) members, to be chosen by the Village Council from the citizens-at-large of the Village, and neither the Mayor, nor any member of the Village Council shall be a member. The members shall serve three-year terms and such terms shall be staggered. Three members shall constitute a quorum.

(b) *Absences.* Any member absent for three (3) consecutive regular meetings or six (6) regular meetings within a one-year period without an excused absence shall be

grounds for termination of the member. Notice provided to the ~~village clerk's office~~ Clerk of the Board prior to a regular meeting shall constitute a basis for an excused absence.

(c) *Vacancies.* In case of any vacancies on any Village board, committee or commission created by removal, resignation or otherwise, the Village Council will select a replacement for that member, who shall serve for the unexpired term of the member. If there is less than six (6) months remaining in the term, the appointment shall be not only for the remainder of the existing term but for the following full term as well. Any member shall be eligible to succeed himself in office.

(d) *Alternates.* The Village Council shall appoint two alternate members of all boards, committees or commissions of the Village. The term shall be three (3) years. At any meeting, an alternate shall have the right to vote in the absence of any regular member. Alternates attending meetings shall have full rights to participate in the discussions.

(e) *Compensation.* Members and alternates of all boards, committees and commissions of the Village shall receive no salary or other compensation.

(f) *Officers.* Members of all Village boards, committees or commissions shall ~~annually~~ elect a Chair and any other officers necessary to conduct the business of the board, committee or commission.

(g) *Bylaws and rules.* Any Village board, committee or commission may make and adopt bylaws and rules which shall be approved by the Village Council and which shall not conflict with this Code or the Charter.

~~**DIVISION 2. - BEAUTIFICATION BOARD**~~

~~**Sec. 2-111. - Established.**~~

~~There is hereby established in accordance with section 2-91 a board to be known as the beautification board.~~

~~**Sec. 2-112. - Duties.**~~

~~(a) The duties of the beautification board shall be of an advisory nature to the village council concerning all matters involving landscaping or beautification of all public land, swale areas, parks, recreation areas, road medians and other public places within the confines of the village.~~

~~(b) The beautification board may recommend to the village council any necessary changes in the landscaping provisions of this Code or the building codes in reference to landscaping and/or beautification of new construction.~~

DIVISION ~~3~~2. - LIBRARY BOARD

Sec. 2-131. - Established.

There is hereby established in accordance with 2-91 the library board of the Palm Springs Public Library.

Sec. 2-132. - Duties.

The duties of the library board shall be of an advisory nature to the Village Council concerning all matters involving the Palm Springs Public Library.

~~**Sec. 2-133. - Membership, quorum and terms.**~~

~~(a) Notwithstanding any other provisions set forth in section 2-91(a), the library board shall have seven members, to be chosen by the village council from the citizens at-large of the village, and neither the mayor, nor any member of the village council shall be a member. The members shall serve three-year terms and such terms shall be staggered. Four members shall constitute a quorum. There shall be no alternate members.~~

~~(b) The uniform procedures for vacancies and compensation of board members as set forth in section 2-91 shall govern the library board.~~

DIVISION 43. ~~- LEISURE SERVICES~~ PARKS AND RECREATION ADVISORY BOARD

Sec. 2-151. - Established.

There is hereby established in accordance with section 2-91 the ~~leisure services~~ Parks and Recreation Advisory Board.

Sec. 2-152. - Duties.

The duties of the ~~leisure services~~ Parks and Recreation Advisory Board shall be of an advisory nature to the Village Council concerning all matters of recreation, more particularly regarding the recreational use of playgrounds, athletic fields, recreation centers, swimming facilities and the establishment of programs that should employ the leisure time of the citizens and residents of the Village of all age groups and both sexes in a wholesome and constructive manner.

~~**ARTICLE IVII. - DEPARTMENTS**~~

~~**DIVISION 1. - GENERALLY**~~

~~**DIVISION 2. - DEPARTMENT OF PUBLIC SAFETY**~~

~~**Sec. 2-201. - Established; personnel.**~~

~~There is hereby established a department of public safety, to be operated by the director of public safety, who shall report to the village manager. All personnel within the department of public safety shall report to the director of public safety.~~

~~**Sec. 2-202. - Duties of director.**~~

~~It shall be the duty of the director of public safety to direct the law enforcement, crime prevention, fire inspection, fire suppression and advanced life support programs of the village.~~

~~Sec. 2-203. - Assessment for law enforcement and training.~~

~~The village does hereby levy the maximum amount permitted in the assessment authorized in F.S. § 943.25(13) for the purposes provided in F.S. § 943.25(13) for law enforcement education and training.~~

~~Sec. 2-204. - Public safety reserve.~~

~~(a) *Established; control*. There is hereby established a public safety reserve program within the department of public safety. Command, direction and control of the public safety reserve program shall be under the control of the director of public safety.~~

~~(b) *Requirements and qualifications*. All requirements, qualifications and other criteria for the public safety reserve program shall be established by general order of the director of public safety; and shall be amended from time to time as needed.~~

ARTICLE ~~V~~III. - CODE ENFORCEMENT

…..

Sec. 2-237. - Lien reductions.

(a) Once a lien has been imposed under this article, a violator or the property owner ("petitioner") may submit a written petition to the Village Clerk to request a lien reduction hearing before the special magistrate. The reduction hearing will be limited solely to the issue of whether the lien assessed should be reduced and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the violator or property owner to show cause for reducing the lien.

(b) The petition must be submitted to the Village Clerk on the form provided by the Village and the nonrefundable petition fee paid to the Village.

(c) If the following criteria are satisfied, the petition will be set for a hearing before the special magistrate.

(1) If the violation concerned real property, the real property in question must be in compliance with the Village Code and ordinances and an affidavit of compliance must be issued for the real property.

(2) If the violation concerned a matter not directly related to real property, an affidavit of compliance must be issued for the violation.

(3) All real property owned by the petitioner in the Village must be in compliance with the Village Code and ordinances and not the subject of another code enforcement case or nuisance abatement case or be posted as unsafe by the building official.

(4) The petitioner must not have any overdue or delinquent accounts with the Village including, but not limited to, taxes, administrative costs or citation fees and fines.

If the above criteria are not satisfied, the petition will be denied and notice of denial will be sent to the petitioner by regular U.S. mail to the address provided on the petition.

(d) If a hearing for lien reduction is set, a notice of the hearing will be sent by regular U.S. mail to the address provided on the petition at least five days prior to hearing date. ~~Failure of the petitioner to attend the hearing will result in the petition being denied.~~

(e) The Special Magistrate at a lien reduction hearing shall make one of the following determinations: The lien may be reduced to a specified amount, or the request for lien reduction denied. ~~In determining how much to reduce the outstanding lien, the special magistrate may also consider any documented expenses incurred to bring the property into compliance. The special magistrate may reduce the outstanding lien amount by the total amount of these documented expenses.~~ The special magistrate

shall not reduce any lien~~, after documented expenses are deducted, if any,~~ to less than ten percent of the remaining outstanding lien.

(f) Any lien reduction made pursuant to this section is not applicable to any administrative costs or citation fines or fees assessed at any prior hearing.

Sec. 2-238. - Lien reductions by the Village Manager.

(a) Once a lien has been imposed under this article, a person may request a lien reduction from the Village Manager under the following special circumstances (with proof of the following provided to the Village Manager):

(1) The property the lien attaches to will be sold prior to the next special magistrate hearing;

(2) The property is being sold under a warranty or special warranty deed; and

(3) All administrative costs or fees assessed in the underlying code enforcement case for the lien have been paid or will be paid prior to the Village issuing a release or satisfaction of lien.

(b) In determining whether to reduce the lien, the Village Manager shall consider:

(1) Whether the property is in compliance with the Village Code or whether the person requesting the lien reduction is willing to enter into an agreement with the Village Manager requiring the property to be brought into compliance prior to the Village issuing a release or satisfaction of lien;

(2) The nature of the code violation(s);

(3) Action(s) taken to bring the property into compliance with the Village Code; and

(4) Any other matter suggesting that the lien reduction is in the best interests of the Village.

(c) If the Village Manager in his<u>/her</u> sole discretion determines that a lien should be reduced, a release of lien shall be prepared for execution by the Village Manager and Village Clerk.

(d) The original release or satisfaction of lien shall be provided to the person requesting the lien reduction upon payment of the reduced lien amount (if any) and any unpaid administrative costs and fees in certified funds to the Village Clerk. The Village shall not be responsible for recording the release or satisfaction of lien nor any expense related thereto.

(e) Any person who requests a lien reduction from the Village Manager and is denied such reduction shall not be prohibited from submitting a written petition for a lien reduction hearing before the special magistrate as set forth in this article.

…..

~~**ARTICLE VI. - FINANCE**~~

~~**DIVISION 1. - GENERALLY**~~

~~**DIVISION 2. - 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTIE WALLER, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
DOUG GUNTHER, COUNCIL MEMBER	□	□	□
JONI BRINKMAN, 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, the _____ day of _____, 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Administration

ITEM 9.3: Ordinance No. 2020-27 - Village of Palm Springs General Employees Pension Fund *(FIRST READING)*

SUMMARY:

The Village Council is requested to consider various amendments to the Village's General Employee Pension Fund Board:

1. Appoint the Village Manager or the Manager's designee to the General Employee Pension Fund as a Trustee

2. Enables the 5th Member Trustee to be either a resident or person engaged in business within the Village. This appointment would require approval by the Village Council and would provide preference to those candidates who maintain significant educational or experiential qualifications in the field of pension, tax, finance or other closely related field.

Note: This proposed language/requirement is similar to the language approved for the recently approved Palm Springs CRA to ensure that a wider range of applicants were available to participate. Further, this member would not be eligible to serve if they are a current or former Village employee or such a person's spouse, parent, child, or sibling or a present or designated beneficiary of the Fund.

3. The Plan Chairperson would be required to approve the Plan's meeting agendas prior to distribution to the Board and the agenda and all supporting materials shall be distributed to all Board members at least one week before the meeting.

4. The Village would have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review, if ever necessary.

The proposed ordinance was prepared by the Village's Pension Attorney and reviewed by the

Village Attorney.

Note: The recommended changes to the Village's General Employee Pension Fund Board were previously approved within Ordinance No. 2020-10 (1st Reading - June 11, 2020 and 2nd Reading - July 9, 2020). However, there were concerns with regards to meeting the conditions of Village Code (timely submission of the Agenda to the Village Council and the public) by a member of the public during both readings of the approved Ordinance. The Village Attorney had previously issued an opinion that Ordinance No. 2020-10 was properly adopted in accordance with the Village Code. As a result and "out of an abundance of caution," the Attorney is recommending that this Ordinance - new Ordinance No. 2020-27 - be reconsidered for re-adoption by the Village Council.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on September 10, 2020.

The below Notes were included in the Village Council Agenda Executive Briefs for both readings of the approved Ordinance No. 2020-10 and they are relevant to the re-consideration of the new Ordinance No. 2020-27:

Note: The Village has made a formal request (E-mail sent on June 5, 2020) to the General Employee Pension Fund's Plan Administrator to forward the proposed ordinance to the Plan's actuary to review and provide the Village and the General Employee Pension Fund's Board with an Actuarial Impact Statement (AIS), which provides whether the proposed changes outlined within the proposed ordinance will have any impact on the funded status of the plan. Following the 1st Reading of the approved Ordinance No. 2020-10, the Plan Administrator received and provided the Village with the Plan Actuary's AIS, which provided a "statement of no impact with regards to the attached proposed ordinance" (See Attached).

Note: Additionally, the Village requested (E-mail sent on June 18, 2020) that the Plan Administrator provide the proposed ordinance and Actuarial Impact Statement to the State of Florida - Division of Retirement prior to 2nd reading of the approved Ordinance No. 2020-10. The General Employee Pension Fund's Plan Administrator (E-mail sent on June 18, 2020) did forward the ordinance to the state and we have received notification/acknowledgement that the state has received these documents.

Note: Finally, the Village's Pension Attorney provided the Plan's Administrator with a revised ordinance following 1st reading of the approved Ordinance No. 2020-10 that only removed language that was not proposed to be changed (Section 12 - Powers and Duties of Trustees). This section included new language related to proposed requirements that the Board follow the Village's Purchasing Code; however, this requested new language was ultimately removed from the proposed ordinance prior to 1st reading of the approved Ordinance No. 2020-10 by the Village Council at the request of the Plan's Attorney. Thus, the remaining language was

the original language for the original ordinance and was not being proposed to be changed; thus, it was determined by our Pension Attorney to be unnecessary and it was removed from the approved ordinance as it had no impact on the proposed ordinance (without the proposed new language that was removed) (See Attached).

FISCAL IMPACT:

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

ATTACHMENTS:

Village Attorney Letter - Request to Reconsider Pension Ordinance No. 2020-10 - August 2020
Village Attorney Opinion - Pension Ordinance Properly Added to Agenda - June 2020
Proposed Ordinance No. 2020-27 General Employees Pension Plan Board Composition
Approved Ordinances No. 2020-10 - General Employee Pension (Board Composition) (Final Version)
E-mail from Plan's Attorney Regarding Approved Ordinance No. 2020-10 - June 2020
Previous Version (Prior to the Review by the Plan's Attorney) - Approved Ordinance No. 2020-10 - General Employee Pension (Board Composition)
E-mail from Pension Attorney - Removing Unchanged Procurement Language from Approved Ordinance No. 2020-10 (Following 1st Reading)
Final Actuarial Impact Statement - Freiman Little Actuaries
E-mail Requesting an Actuarial Impact Statement Regarding Ordinance No. 2020-10 - Sent to the Plan's Pension Administrator - June 2020
Approved Ordinance No. 2020-10 - General Employee Pension (Board Composition) - Lake Worth Herald Advertisement
E-mail Confirming Approved Ordinance No. 2020-10 has been Received by the State of Florida
E-mail Requesting Approved Ordinance No. 2020-10 & Actuarial Impact Statement be Submitted to the State of Florida

TORCIVIA, DONLON & GODDEAU, P.A.

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Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*

Jennifer H.R. Hunecke
R. Brian Shutt*
Pamala H. Ryan*
Matthew L. Ransdell

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

August 13, 2020

Mayor Smith and Village Council Members
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Ordinance 2020-10

Dear Mayor and Council Members,

As you are aware, the Village Council previously approved Ordinance 2020-10 (relating to the Pension Board), with first reading on June 11, 2020 and second reading on July 9, 2020. I have previously issued an opinion that Ordinance 2020-10 was properly adopted. A citizen has questioned the validity of the enactment of said Ordinance. Out of an abundance of caution, I am suggesting that the Village Council again consider re-adopting this Ordinance.

If you have any questions regarding the above, please feel free to contact me.

Sincerely,

GLEN J. TORCIVIA, ESQUIRE
GJT/ak

Enclosures
cc: Rich Reade, Village Manager
Kimberly Wynn, Clerk

Richard J. Reade

From: Glen Torcivia <glen@torcivialaw.com>
Sent: Tuesday, June 23, 2020 2:56 PM
To: Richard J. Reade
Subject: Agenda Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Rich,

As we discussed, and as I advised at the June 11, 2020 Village Council meeting, the first reading of the pension ordinance (Ordinance 2020-10) was legally sufficient. A resident expressed concerns that the final version of the agenda item was not available 32 business hours before the meeting, allegedly not in accordance with the Village Code Section 2-52. However, the agenda item itself was noticed and submitted more than 32 Business hours in advance of the meeting. The Village clerk is then required to furnish the Village Council, "with a copy of the list prior to the Village Council meeting." The "list" is commonly referred to as the "agenda". The list/agenda was submitted to Council in a timely manner.

There is no requirement that the initial agenda item remain unchanged. As you are aware, agenda Items are frequently revised prior to, and sometimes during, a Council Meeting. The Sunshine Law allows an agenda (or any items on an agenda) to be modified, amended, added to or deleted at any time up to, and even during, the meeting itself.

Glen J. Torcivia, Esquire
TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
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glen@torcivialaw.com
www.torcivialaw.com
THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR THE DUTIES OF CERTAIN OFFICERS AND OF THE BOARD OF TRUSTEES GENERALLY; PROVIDING FOR CERTAIN HEARING PROCEDURES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to modify the composition of the Board of Trustees of the Village of Palm Springs General Employees Pension Fund;

WHEREAS, the Village Council has previously approved Ordinance 2020-10, with first reading on June 11, 2020 and second reading on July 9, 2020;

WHEREAS, the City Attorney has previously issued an opinion that the Ordinance 2020-10 was properly adopted;

WHEREAS, a citizen questioned the validity of the enactment of said Ordinance; and

WHEREAS, out of the abundance of caution, the Village Council will again consider this Ordinance;

NOW, THEREFORE, IT IS ORDAINED by the Village Council of the Village of Palm Springs, Florida:

Section 1. Section 8 of Ordinance No. 2017-26 is amended to read as follows:

Section 8. Creation of the Board of Trustees.

The trustee of such fund shall consist of five (5) members, who shall be selected as follows:

a. One member shall consist of an elected Village Council Member, appointed by a majority vote of the Council, to serve at the pleasure of the Council,

so long as said Member shall remain a Member of the Village Council, as an ex-officio duty.

b. ~~The Finance Director of the Village, who shall serve as long as he/she shall continue to hold such position, and upon vacancy in the position, the successor Finance Director shall succeed to the position of Member of the Board.~~ One member shall be the Village Manager, who will serve as long as he or she remains Manager. Subject to Council approval, the Village Manager may appoint a designee, who will serve at the pleasure of the Manager.

c. Two active Employee Participants elected by a majority of the voting active Employee pension plan Participants, to serve for a period of four (4) years, or until such member leaves the Village's full time employment or resigns from the Board, whereupon an election shall be held to fill an unexpired term. An Employee so elected may succeed himself/herself in office.

d. A resident of the Village or person engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the Village. ~~(not connected with the Municipal Government), elected~~ Such person shall be nominated by a majority of the other four (4) Board Members and subject to approval by vote of the Village Council. This member shall serve for a period of four (4) years, or until such time as he/she terminates residency within the Village or ceases to be engaged in business within the boundaries of the Village, at which time a successor shall be ~~selected~~ nominated by the majority of the remaining Board Members and approved by vote of the Village Council. Preference shall be given to a candidate who can demonstrate to the satisfaction of the Board that he or she possesses significant educational or experiential qualifications in the field of pension, tax, finance, or other closely related field. This member may succeed himself/herself in office. This member shall not be a current or former Village employee; or such a person's spouse, parent, child, or sibling; or a present or designated beneficiary of the Fund.

Section 2. Section 9 of Ordinance No. 2017-26 is amended to read as follows:

Section 9. Officers of Pension Board.

The five (5) Board Members shall elect a Chairperson, Vice-Chairperson, and a Secretary. The Chairperson shall preside at all the meetings of the Board~~, and the~~ and shall approve the agenda prior to distribution to the Board. The agenda and all supporting

materials shall be distributed to all Board members at least one week before the meeting. The Vice-Chairperson shall perform the duties of the Chairperson in the Chairperson's absence. The Secretary shall keep a complete minute book of the proceedings of the Board. The Board may retain the services of an Administrator to prepare and retain custody of the minutes on behalf of the Secretary.

Section 3. Section 25 of Ordinance No. 2017-26 is amended to read as follows:

Section 25. Hearing Procedures.

a. The Chairperson shall preside over the hearing and shall with the advice of legal counsel, rule on all evidentiary and other legal questions that arise during the hearing.

b. Either party, the claimant or the Board, may file pleadings within the time limits set herein. Procedural motions are to be determined by the Chairperson of the Board at any time. All parties are to furnish copies of all pleadings to the opposing parties and exchange lists with names and addresses of witnesses expected to be called to testify at the hearing, as well as the list of exhibits that are intended to be introduced, at least forty-five (45) days prior to the hearing. Testimony of witnesses shall be under oath or affirmation. Depositions or affidavits shall not be admissible unless upon stipulation by all parties. The Chairperson, any Member of the board, the attorney for the Board, the claimant and the claimant's attorney, upon recognition by the Chairperson, may direct questions to any witness during the proceedings. Each party shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented against the party. Each party shall have the right to represent any opening and closing arguments. Any party may secure the services of a court reporter to record the proceedings with the cost to be borne by the party requesting the court reporter or requesting the transcription of the proceedings.

c. In all cases, unless otherwise provided in this section, the burden of proof shall be on the claimant.

d. In all cases, the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5 Effective Date; Retention of Board Members.

This Ordinance shall become effective upon adoption.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY M. READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR THE DUTIES OF CERTAIN OFFICERS AND OF THE BOARD OF TRUSTEES GENERALLY; PROVIDING FOR CERTAIN HEARING PROCEDURES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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b. ~~The Finance Director of the Village, who shall serve as long as he/she shall continue to hold such position, and upon vacancy in the position, the successor Finance Director shall succeed to the position of Member of the Board.~~ One member shall be the Village Manager, who will serve as long as he or she remains Manager. Subject to Council approval, the Village Manager may appoint a designee, who will serve at the pleasure of the Manager.

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an election shall be held to fill an unexpired term. An Employee so elected may succeed himself/herself in office.

d. A resident of the Village or person engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the Village. ~~(not connected with the Municipal Government),~~ ~~elected~~ Such person shall be nominated by a majority of the other four (4) Board Members and subject to approval by vote of the Village Council. This member shall serve for a period of four (4) years, or until such time as he/she terminates residency within the Village or ceases to be engaged in business within the boundaries of the Village, at which time a successor shall be ~~selected~~ nominated by the majority of the remaining Board Members and approved by vote of the Village Council. Preference shall be given to a candidate who can demonstrate to the satisfaction of the Board that he or she possesses significant educational or experiential qualifications in the field of pension, tax, finance, or other closely related field. This member may succeed himself/herself in office. This member shall not be a current or former Village employee; or such a person's spouse, parent, child, or sibling; or a present or designated beneficiary of the Fund.

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Section 9. Officers of Pension Board.

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b. Either party, the claimant or the Board, may file pleadings within the time limits set herein. Procedural motions are to be determined by the Chairperson of the Board at any time. All parties are to furnish copies of all pleadings to the opposing parties and exchange lists with names and addresses of witnesses expected to be called to testify at the hearing, as well as the list of exhibits that are intended to be introduced, at least forty-five (45) days prior to the hearing. Testimony of witnesses shall be under oath or affirmation. Depositions or affidavits shall not be admissible unless upon stipulation by all parties. The Chairperson, any Member of the board, the attorney for the Board, the claimant and the claimant's attorney, upon recognition by the

Chairperson, may direct questions to any witness during the proceedings. Each party shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented against the party. Each party shall have the right to represent any opening and closing arguments. Any party may secure the services of a court reporter to record the proceedings with the cost to be borne by the party requesting the court reporter or requesting the transcription of the proceedings.

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d. In all cases, the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5 Effective Date; Retention of Board Members.

This Ordinance shall become effective upon adoption.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTI WALLER, VICE MAYOR	□	□	□
GARY M. READY, MAYOR PRO TEM	□	□	□
DOUG GUNTHER, COUNCIL MEMBER	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Richard J. Reade

From: Bonni Jensen <bonni@robertdklausner.com>
Sent: Monday, June 8, 2020 4:55 PM
To: David C. Miller
Cc: bsjteam; Administrator Margaret M. Adcock; Chad Little
Subject: RE: Village of Palm Springs General Employees Pension Fund - Ordinance change

David,

The Board is charged with the responsibility to make decisions in accordance with their fiduciary responsibility and not under any procurement code restrictions or criteria in accordance with Florida Statutes 112.656. Florida Statutes 112.661 (4) provides that:

(4) INVESTMENT AND FIDUCIARY STANDARDS.—The investment policy shall describe the level of prudence and ethical standards to be followed by the board in carrying out its investment activities with respect to funds described in this section. The board in performing its investment duties shall comply with the fiduciary standards set forth in the Employee Retirement Income Security Act of 1974 at 29 U.S.C. s. 1104(a)(1)(A)-(C). In case of conflict with other provisions of law authorizing investments, the investment and fiduciary standards set forth in this section shall prevail.

The provisions of this law pre-empt any other law regarding investments. The Purchasing Code sets out that the Finance Department is responsible for the procurement of goods and services under the Code. This would not meet with the Board's responsbilities.

The Procurement code itself exempts Pension and all of the other requests for services that the Board may perform.

Sec. §58-2 of the Village Code exempts:

****

(4) Pension Benefit Payments

****

(9) Pension plan contributions

(10) Memberships, dues, subscriptions, publications

****

(13) Court reporting services

****

(17) Job related seminars, training and related travel and per diem expenses.

****

(27) Goods and/or services provided by governmental agencies

****

(32) Payments made for travel and accommodations

(33) Professional services as described below

Sec. 58-3 of the Village Code describes the exempt professional services as:

***

(b) Auditor services

(c) Legal services

(d) Consulting services. The village manager may select a consultant with a distinctive field of expertise without competitive selection for services which are not anticipated to exceed $10,000.00. The village council may select a consultant with a distinctive field of expertise without competitive selection for services which are anticipated to exceed $10,000.00.

Ultimately all of the provider services that the Trustees would look for are exempted.

There are at least two provisions in the Procurement Code which are problematic for the Trustees:

- a right to protest which creates a potential additional burden on the pension board, particularly when selecting a manager.
- local preference

I am available discuss further with you, if you have additional questions.

To expedite the handling of your email, please be sure to copy bsjteam@robertdklausner.com on your emails.

Bonni S. Jensen
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317
Telephone: 954-916-1202
Facsimile: 954-916-1232
bonni@robertdklausner.com
website – www.klausnerkaufman.com

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From: David C. Miller <dmiller@bmolaw.com>
Sent: Monday, June 8, 2020 4:11 PM
To: Bonni Jensen <bonni@robertdklausner.com>
Cc: bsjteam <bsjteam@robertdklausner.com>; Administrator Margaret M. Adcock <margie@resourcecenters.com>; Chad Little <chad@flactuaries.com>
Subject: RE: Village of Palm Springs General Employees Pension Fund - Ordinance change

Hi, Bonni,

Thanks. I'm discussing with my client and I'll get back with you soonest.

Meantime, could you expand on no. 3?

David C. Miller | **Bryant Miller Olive P.A.**
1 S.E. 3rd Avenue, Suite 2200 | Miami, FL 33131
(305) 374-7349 (O) | (305) 790-4404 (M)
dmiller@bmolaw.com | www.bmolaw.com

Board Certified in Labor and Employment Law

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From: Bonni Jensen [mailto:bonni@robertdklausner.com]
Sent: Monday, June 8, 2020 1:09 PM
To: David C. Miller <dmiller@bmolaw.com>
Cc: bsjteam <bsjteam@robertdklausner.com>; Administrator Margaret M. Adcock <margie@resourcecenters.com>; Chad Little <chad@flactuaries.com>
Subject: Fwd: Village of Palm Springs General Employees Pension Fund - Ordinance change

David,

I spoke with Glen Torcivia on Friday and understand that you drafted the attached. See my below comments. The Village Manager has contacted the Plan Administrator and indicated that time is of the essence on this. Please give me a call on my cell (561-373-6714) to discuss. I am still working remotely.

Thanks!

Sent from my iPhone

Bonni Jensen

Begin forwarded message:

> **From:** Bonni Jensen <bonni@robertdklausner.com>
> **Date:** June 5, 2020 at 3:44:10 PM EDT
> **To:** Glen Torcivia <glen@torcivialaw.com>
> **Cc:** bsjteam <bsjteam@robertdklausner.com>, "Margie Adcock (margie@resourcecenters.com)" <margie@resourcecenters.com>, Chad Little <chad@flactuaries.com>
> **Subject: Village of Palm Springs General Employees Pension Fund - Ordinance change**
>
> Glen,
>
> As you may know, the attached Ordinance is proposed to amend the Village of Palm Springs General Employee Pension Fund. I have the following concerns with the language:
>
> 1. The proposed language in Section 8b is inconsistent with the trustee duties and the fiduciary language of Florida Statutes 112.656. The Village Manager or their designee could serve as a trustee but serving alternately does not meet that standard. Since Pension Trustees are also considered officers for purposes of Florida law, this seems to also be contrary to the

Florida Constitutional provision in Section 5 b "shall devote personal attention to the duties of the office."

2. The application of the removal for unexcused absence does not apply equally to all of the trustees.
3. The use of the Purchasing Code seems to, at a minimum, conflict with the responsibilities under Florida Statutes 112.656 and 112.661.
4. The clause at the end appears to retroactively change the qualification requirements for someone to be trustee and therefore divest them from office with new qualification that was passed after appointment.

Please give me a call to discuss.

To expedite the handling of your email, please be sure to copy bsjteam@robertdklausner.com on your emails.

Bonni S. Jensen
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317
Telephone: 954-916-1202
Facsimile: 954-916-1232
bonni@robertdklausner.com
website – www.klausnerkaufman.com

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to modify the composition of the Board of Trustees of the Village of Palm Springs General Employees Pension Fund;

NOW, THEREFORE, IT IS ORDAINED By the Village Council of the Village of Palm Springs, Florida:

Section 1. Section 8 of Ordinance No. 2017-26 is amended to read as follows:

Section 8. Creation of the Board of Trustees.

The trustee of such fund shall consist of five (5) members, who shall be selected as follows:

a. One member shall consist of an elected Village Council Member, appointed by a majority vote of the Council, to serve at the pleasure of the Council, so long as said Member shall remain a Member of the Village Council, as an ex-officio duty.

b. ~~The Finance Director of the Village, who shall serve as long as he/she shall continue to hold such position, and upon vacancy in the position, the successor Finance Director shall succeed to the position of Member of the Board.~~ One member shall be the Village Manager. Subject to Council approval, the Village Manager may designate an Assistant to the Village Manager/Assistant Manager or a director or an assistant director of any department of the Village to serve as an alternate member with full authority in the Manager's place in the Manager's absence. The Manager shall serve so long as the Manager continues in his or her position.

c. Two active Employee Participants elected by a majority of the voting active Employee pension plan Participants, to serve for a period of four (4) years, or until such member leaves the Village's full time employment or resigns from the Board, whereupon an election shall be held to fill an unexpired term. An Employee so elected may succeed himself/herself in office.

d. A resident of the Village or person engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the Village. ~~(not connected with the Municipal Government), elected~~ Such person shall be nominated by a majority of the other four (4) Board Members and subject to approval by vote of the Village Council. This member shall serve for a period of four (4) years, or until such time as he/she terminates residency within the Village or ceases to be engaged in business within the boundaries of the Village, at which time a successor shall be ~~selected~~ nominated by the majority of the remaining Board Members and approved by vote of the Village Council. Preference shall be given to a candidate who can demonstrate to the satisfaction of the Board that he or she possesses significant educational or experiential qualifications in the field of pension, tax, finance, or other closely related field. This member may succeed himself/herself in office. This member shall not be a current or former Village employee; or such a person's spouse, parent, child, or sibling; or a present or designated beneficiary of the Fund.

e. Unexcused absence by a member from three (3) meetings during a period of four (4) consecutive years may be grounds for removal from the Board. Such removal shall be by majority vote of the Board. Absences may be excused for good cause by a majority vote of the Board.

Section 2. Section 9 of Ordinance No. 2017-26 is amended to read as follows:

Section 9. Officers of Pension Board.

The five (5) Board Members shall elect a Chairperson, Vice-Chairperson, and a Secretary. The Chairperson shall preside at all the meetings of the Board~~, and the~~ and shall approve the agenda prior to distribution to the Board. The agenda and all supporting materials shall be distributed to all Board members at least one week before the meeting. The Vice-Chairperson shall perform the duties of the Chairperson in the Chairperson's absence. The Secretary shall keep a complete minute book of the proceedings of the Board. The Board may retain the services of an Administrator to prepare and retain custody of the minutes on behalf of the Secretary.

Section 3. Section 12 of Ordinance No. 2017-26 is amended to read as follows:

Section 12. Powers and Duties of Trustees.

a. Each Board of Trustees shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description. The Board of Trustees shall also have the power to engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the Pension Fund. The compensation of all persons engaged by the Board of Trustees and all other expenses of the Board necessary for the operation of the Pension Fund shall be paid from the fund at such rates and in such amounts as the Board of Trustees shall agree.

b. The duties and responsibilities of the Board of Trustees shall include, but not necessarily be limited to the following:

1. To construe the provisions of the Pension Fund and determine all questions arising thereunder.

2. To determine all questions relating to eligibility and participation.

3. To determine and certify the amount of all retirement allowances or other benefits hereunder .

4. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the Pension Fund.

5. To distribute to Participants and beneficiaries at regular intervals, information concerning the Pension Fund.

6. To receive and process all applications for participation and benefits.

7. To authorize all payments whatsoever from the Fund, and to notify any disbursing agency, in writing, of approved benefit payments and other expenditures arising through operation of the Pension Fund.

8. To have performed actuarial studies and valuations at least every three years, and make recommendations regarding any and all changes in the provisions of the Pension Fund.

9. To perform such other duties as are specified in this Ordinance or by law.

c. All purchases of goods or services shall be subject to and made pursuant to and in compliance with the Purchasing Code of the Village of Palm Springs, provided, however, that authority allocated in the Purchasing Code to the Village Council or Village Manager shall instead be reserved to the Board of Trustees.

Section 4. Section 25 of Ordinance No. 2017-26 is amended to read as follows:

Section 25. Hearing Procedures.

a. The Chairperson shall preside over the hearing and shall with the advice of legal counsel, rule on all evidentiary and other legal questions that arise during the hearing.

b. Either party, the claimant or the Board, may file pleadings within the time limits set herein. Procedural motions are to be determined by the Chairperson of the Board at any time. All parties are to furnish copies of all pleadings to the opposing parties and exchange lists with names and addresses of witnesses expected to be called to testify at the hearing, as well as the list of exhibits that are intended to be introduced, at least forty-five (45) days prior to the hearing.

Testimony of witnesses shall be under oath or affirmation. Depositions or affidavits shall not be admissible unless upon stipulation by all parties. The Chairperson, any Member of the board, the attorney for the Board, the claimant and the claimant's attorney, upon recognition by the Chairperson, may direct questions to any witness during the proceedings. Each party shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented against the party. Each party shall have the right to represent any opening and closing arguments. Any party may secure the services of a court reporter to record the proceedings with the cost to be borne by the party requesting the court reporter or requesting the transcription of the proceedings.

c. In all cases, unless otherwise provided in this section, the burden of proof shall be on the claimant.

d. In all cases, the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Section 5. Repeal of Conflicting Ordinances.

All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date; Retention of Board Members.

Except as otherwise provided, this Ordinance shall become effective upon adoption. An individual who is a member of the Board of Trustees as of the Effective Date of this Ordinance shall retain his or her seat and serve out his or her current term if and only if such individual meets the qualifications for such seat as set forth in this Ordinance. Otherwise, such individual shall be immediately replaced according to the requirements set forth in this Ordinance.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
JONI BRINKMAN, VICE MAYOR	□	□	□
PATTI WALLER, MAYOR PRO TEM	□	□	□
DOUG GUNTHER, COUNCIL MEMBER	□	□	□
GARY M. READY, COUNCIL MEMBER	□	□	□

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Richard J. Reade

Subject: RE: Proposed Ordinance - General Employee Pension Board

From: David C. Miller <dmiller@bmolaw.com>
Sent: Monday, June 15, 2020 8:53 AM
To: Glen Torcivia <glen@torcivialaw.com>; Bonni Jensen <bonni@robertdklausner.com>
Cc: Lara Donlon <donlon@torcivialaw.com>; Margie Adcock (margie@resourcecenters.com) <margie@resourcecenters.com>; Richard J. Reade <rreade@vpsfl.org>; bsjteam <bsjteam@robertdklausner.com>
Subject: RE: Proposed Ordinance - General Employee Pension Board

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Good morning,

Attached please find a revised copy of the pension amendment ordinance approved on first reading by the Village Council on June 11, 2020.

Section 3 of the Ordinance addressed Section 12 of the Village Code, Powers and Duties of the Board. However, no change was made to Section 12.

This technical correction of the Ordinance eliminates that unnecessary language and renumbers appropriately.

Please submit this to the actuaries for their review for the AIS.

Thanks,

David C. Miller | **Bryant Miller Olive P.A.**
1 S.E. 3rd Avenue, Suite 2200 | Miami, FL 33131
(305) 374-7349 (O) | (305) 790-4404 (M)
dmiller@bmolaw.com | www.bmolaw.com
Board Certified in Labor and Employment Law
Add to address book | View professional biography

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FLA
FREIMAN LITTLE ACTUARIES

June 13, 2020

Margaret M. Adcock
The Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410
Phone: 561-624-3277 ext. 2962
Fax: 561-624-3278

Dear Margie:

Re: Statement of No Impact – Ordinance 2020-10

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance which modifies the Village of Palm Springs (the Village) General Employees' Pension Fund (the Plan).

Summary of Changes

Prior to this proposed ordinance, the last restatement of the Plan was on October 12, 2017 with ordinance no. 2017-26. Proposed changes are summarized in the following.

§	Title	Description
8	Creation of the Board of Trustees.	Subsection (b) modified to replace the Village Finance Director with the Village Manager or the Village Manager's designee. Subsection (d) modified to expand the criteria for the fifth members of the Board.
9	Officers of Pension Board.	Language modified to clarify the roles of the Chairperson, Vice-Chairperson and Secretary.
25	Hearing Procedures.	Subsection (d) added to provide that the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Actuarial Impact

The liability of the Plan is not anticipated to be materially affected by this amendment to Plan provisions.

Please let us know if you have any questions or need additional information.

Sincerely,

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR THE DUTIES OF CERTAIN OFFICERS AND OF THE BOARD OF TRUSTEES GENERALLY; PROVIDING FOR CERTAIN HEARING PROCEDURES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to modify the composition of the Board of Trustees of the Village of Palm Springs General Employees Pension Fund;

NOW, THEREFORE, IT IS ORDAINED By the Village Council of the Village of Palm Springs, Florida:

Section 1. Section 8 of Ordinance No. 2017-26 is amended to read as follows:

Section 8. Creation of the Board of Trustees.

The trustee of such fund shall consist of five (5) members, who shall be selected as follows:

a. One member shall consist of an elected Village Council Member, appointed by a majority vote of the Council, to serve at the pleasure of the Council, so long as said Member shall remain a Member of the Village Council, as an ex-officio duty.

b. ~~The Finance Director of the Village, who shall serve as long as he/she shall continue to hold such position, and upon vacancy in the position, the successor Finance Director shall succeed to the position of Member of the Board.~~ One member shall be the Village Manager, who will serve as long as he or she remains Manager. Subject to Council approval, the Village Manager may appoint a designee, who will serve at the pleasure of the Manager.

c. Two active Employee Participants elected by a majority of the voting active Employee pension plan Participants, to serve for a period of four (4) years, or until such member leaves the Village's full time employment or resigns from the Board, whereupon

an election shall be held to fill an unexpired term. An Employee so elected may succeed himself/herself in office.

d. A resident of the Village or person engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the Village. ~~(not connected with the Municipal Government),~~ ~~elected~~ Such person shall be nominated by a majority of the other four (4) Board Members and subject to approval by vote of the Village Council. This member shall serve for a period of four (4) years, or until such time as he/she terminates residency within the Village or ceases to be engaged in business within the boundaries of the Village, at which time a successor shall be ~~selected~~ nominated by the majority of the remaining Board Members and approved by vote of the Village Council. Preference shall be given to a candidate who can demonstrate to the satisfaction of the Board that he or she possesses significant educational or experiential qualifications in the field of pension, tax, finance, or other closely related field. This member may succeed himself/herself in office. This member shall not be a current or former Village employee; or such a person's spouse, parent, child, or sibling; or a present or designated beneficiary of the Fund.

Section 2. Section 9 of Ordinance No. 2017-26 is amended to read as follows:

Section 9. Officers of Pension Board.

The five (5) Board Members shall elect a Chairperson, Vice-Chairperson, and a Secretary. The Chairperson shall preside at all the meetings of the Board~~, and the~~ and shall approve the agenda prior to distribution to the Board. The agenda and all supporting materials shall be distributed to all Board members at least one week before the meeting. The Vice-Chairperson shall perform the duties of the Chairperson in the Chairperson's absence. The Secretary shall keep a complete minute book of the proceedings of the Board. The Board may retain the services of an Administrator to prepare and retain custody of the minutes on behalf of the Secretary.

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a. The Chairperson shall preside over the hearing and shall with the advice of legal counsel, rule on all evidentiary and other legal questions that arise during the hearing.

b. Either party, the claimant or the Board, may file pleadings within the time limits set herein. Procedural motions are to be determined by the Chairperson of the Board at any time. All parties are to furnish copies of all pleadings to the opposing parties and exchange lists with names and addresses of witnesses expected to be called to testify at the hearing, as well as the list of exhibits that are intended to be introduced, at least forty-five (45) days prior to the hearing. Testimony of witnesses shall be under oath or affirmation. Depositions or affidavits shall not be admissible unless upon stipulation by all parties. The Chairperson, any Member of the board, the attorney for the Board, the claimant and the claimant's attorney, upon recognition by the

Chairperson, may direct questions to any witness during the proceedings. Each party shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented against the party. Each party shall have the right to represent any opening and closing arguments. Any party may secure the services of a court reporter to record the proceedings with the cost to be borne by the party requesting the court reporter or requesting the transcription of the proceedings.

c. In all cases, unless otherwise provided in this section, the burden of proof shall be on the claimant.

d. In all cases, the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5 Effective Date; Retention of Board Members.

This Ordinance shall become effective upon adoption.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTI WALLER, VICE MAYOR	□	□	□
GARY M. READY, MAYOR PRO TEM	□	□	□
DOUG GUNTHER, COUNCIL MEMBER	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

From:	Richard J. Reade
To:	Margie Adcock
Cc:	David Miller (dmiller@bmolaw.com); Lara Donlon; Glen Torcivia; Kimberly M. Wynn
Bcc:	bevsmith6644@gmail.com; Doug Gunther - Village of Palm Springs (douglasjgunther@bellsouth.net); Gary Ready; Joni Brinkman - Personal Home E-mail; Joni Brinkman - Urban Design Kilday Studios (jbrinkman@udkstudios.com); Patti Waller
Subject:	Proposed Ordinance - General Employee Pension Board
Date:	Friday, June 5, 2020 12:06:00 PM
Attachments:	General Employee Pension Board Ordinance (Board Composition).pdf

Good morning Ms. Adcock,

I am writing to request that the attached proposed ordinance be provided to the General Employee Pension Board's actuary, Freiman Little Actuaries, LLC, for their review and to provide the Board and the Village with an Actuarial Impact Statement. We are hopeful that this information can be provided as soon as possible and that a determination is provided by Freiman Little Actuaries prior to the Council considering this proposed ordinance during their June 11, 2020 Council Meeting.

Should you have any questions and/or require any additional information, do not hesitate to contact me directly.

Thank you.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs

Tel: 561.965.4011
E-mail: rreade@vpsfl.org

THE
LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Notice on public hearing to be held at 6:30 p.m., July 9, 2020, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Ordinances 2020-08, 2020-09, 2020-10

was published in said newspaper in the issue of

June 25, 2020

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 25th day of June, 2020, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

Legal Notice No. 36976

NOTICE OF PUBLIC HEARING

Regular Village Council Meeting, Thursday, July 9, 2020, at 6:30 PM

The Village of Palm Springs proposes to adopt the following Ordinances:

Public Hearings on the proposed ordinances will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICILE VI "LAND USE", DIVISION 2 "ADMINISTRATION" TO AMEND AND MODIFY THE REGULATIONS REGARDING HOW LAND DEVELOPMENT PROCEDURES ARE APPLIED AND THE LEGISLATIVE AND ADMINISTRATIVE AUTHORITY; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 1 "GENERAL PROVISIONS", SECTION 1-2 "DEFINITIONS AND RULES OF CONSTRUCTION" AND AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION 1 "IN GENERAL" IS HEREBY AMENDED TO ADD A NEW SECTION 34-898 "MOBILE FOOD DISPENSING VEHICLES AND MOBILE VENDORS" TO PROVIDE FOR REGULATIONS REGARDING MOBILE VENDORS DISPENSING FOOD AND OTHER ITEMS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR THE DUTIES OF CERTAIN OFFICERS AND OF THE BOARD OF TRUSTEES GENERALLY; PROVIDNIG FOR CERTAIN HEARING PROCEDURES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The ordinances in their entirety may be inspected at the Office of the Village Clerk during Monday through Friday between 8:00 a.m. and 5:00 p.m. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding 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 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS

Kimberly Wynn, Village Clerk
Publish: The Lake Worth Herald
June 25, 2020

Margie Adcock

From: local_ret <Local_Ret@dms.myflorida.com>
Sent: Thursday, June 18, 2020 1:31 PM
To: Margie Adcock; local_ret
Cc: Lara Donlon; bsjteam; Bonni Jensen; David C. Miller; Glen Torcivia; Richard J. Reade; Chad Little
Subject: RE: Palm Springs General Employee Pension - Proposed Ordinance

Hello,

This email will serve as recognition of receipt of the above-referenced Impact Statement and Ordinance.

Thank you,

Kathleen Dieckmann|Staff Assistant
Retirement
850-778-4604 (office)
Florida Department of Management Services
We Serve Those Who Serve Florida

How We Are Doing? Click Here to Take the DMS Customer Satisfaction Survey

---

From: Margie Adcock [mailto:margie@resourcecenters.com]
Sent: Thursday, June 18, 2020 11:15 AM
To: local_ret <Local_Ret@dms.myflorida.com>
Cc: Lara Donlon <donlon@torcivialaw.com>; bsjteam <bsjteam@robertdklausner.com>; Bonni Jensen <bonni@robertdklausner.com>; David C. Miller <dmiller@bmolaw.com>; Glen Torcivia <glen@torcivialaw.com>; Richard J. Reade <rreade@vpsfl.org>; Chad Little <chad@flactuaries.com>
Subject: RE: Palm Springs General Employee Pension - Proposed Ordinance

Caution: This email originated from outside of the organization. Please ensure that you recognize the sender and know that the content is safe before clicking on any links or opening attachments.

Good Morning.

The Village of Palm Springs Council approved the attached revisions to the General Employees Pension Ordinance on June 11, 2020. Please find attached the Ordinance and the Actuarial Impact Statement. The second reading for this Ordinance is scheduled for July 9, 2020.

We would ask that DMS please “reply-to-all” with an acknowledgment of the receipt of this Ordinance and Actuarial Impact Statement.

Thank you.

Margie

Margaret M. Adcock

Plan Administrator
Resource Centers, LLC

Email: margie@ResourceCenters.com
Toll Free: 800-206-0116

www.ResourceCenters.com

Main Office	Fort Myers Office	Orlando Office
4360 Northlake Blvd, Suite 206, Palm Beach Gardens, FL 33410	4100 Center Pointe Dr, Suite 108, Fort Myers, FL 33916	231 East Colonial Dr. Suite 100, Orlando, FL 32801
Phone: (561) 624-3277 Fax: (561) 624-3278	Phone: (239) 573-4750 Fax: (239) 573-4752	Phone (561) 855-2209

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Be Environmentally Aware - Please Do Not Print This e-mail Unless You Really Need To.

Richard J. Reade

From: Margie Adcock <margie@resourcecenters.com>
Sent: Thursday, June 18, 2020 4:19 PM
To: Richard J. Reade
Cc: Lara Donlon; bsjteam; Bonni Jensen; David C. Miller; Glen Torcivia; Chad Little
Subject: RE: Palm Springs General Employee Pension - Proposed Ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

My pleasure!!

Let me know if you need anything else!

Enjoy your evening.

Margie

Margaret M. Adcock

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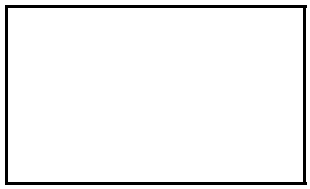
From: Richard J. Reade [mailto:rreade@vpsfl.org]
Sent: Thursday, June 18, 2020 4:14 PM
To: Margie Adcock; LocalRet
Cc: Lara Donlon; bsjteam; Bonni Jensen; David C. Miller; Glen Torcivia; Chad Little
Subject: RE: Palm Springs General Employee Pension - Proposed Ordinance



(CLICK HERE) to find out why your participation matters in the upcoming April 2020 Census.

Thank you very much Margie.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs

Tel: 561.965.4011
E-mail: rreade@vpsfl.org

From: Margie Adcock <margie@resourcecenters.com>
Sent: Thursday, June 18, 2020 11:15 AM
To: LocalRet <Local_Ret@dms.myflorida.com>
Cc: Lara Donlon <donlon@torcivialaw.com>; bsjteam <bsjteam@robertdklausner.com>; Bonni Jensen <bonni@robertdklausner.com>; David C. Miller <dmiller@bmolaw.com>; Glen Torcivia <glen@torcivialaw.com>; Richard J. Reade <rreade@vpsfl.org>; Chad Little <chad@flactuaries.com>
Subject: RE: Palm Springs General Employee Pension - Proposed Ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Good Morning.

The Village of Palm Springs Council approved the attached revisions to the General Employees Pension Ordinance on June 11, 2020. Please find attached the Ordinance and the Actuarial Impact Statement. The second reading for this Ordinance is scheduled for July 9, 2020.

We would ask that DMS please "reply-to-all" with an acknowledgment of the receipt of this Ordinance and Actuarial Impact Statement.

Thank you.

Margie

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www.vpsfl.org

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2020

DEPARTMENT: Public Service

ITEM 9.4: Resolution No. 2020-27 - COVID-19 Utility Customer Payment Policy

SUMMARY:

The Public Service Department - Utilities Division is responsible for providing the treatment and delivery of the highest quality water and the collection and treatment/disposal of wastewater (sewer) services to our residents, businesses and customers while ensuring full compliance with all local, state and federal environmental regulatory agencies. These Village operations are considered to be an Enterprise Fund, which requires that all expenditures to support the services/products provided are supported by the revenues collected.

As a result of the COVID-19 pandemic, our community has faced many personal, financial/economic and health challenges that have resulted in many of our customers not having the ability to provide/support the cost for utility services provided by the Village. Since the beginning of the pandemic, the Village immediately made the decision to suspend all late fees and/or shut-off costs as a result of non-payment to assist during this difficult financial time. This has resulted in the Village's utility foregoing (or not collecting) more than $305,000 (since March 19, 2020).

In an effort to assist our residents, business and customers who are facing significant hardships due to the pandemic, the Village Council is requested to consider a COVID-19 Utility Customer Payment Policy that would provide needed financial assistance to our customers who are facing financial challenges and have been unable to provide payment for their utility service. If approved, this proposed policy would offer our customers with an opportunity to enter into a Payment Plan to ensure the continuation of all utility services. This option would be available for all residents, businesses, and customers.

If approved, this new policy would also enable the Village staff to have the opportunity to continue providing the highest levels of customer service to our customers while assisting

them in a time of need.

The proposed COVID-19 Utility Customer Payment Policy was prepared by the Public Service Director and the Utility Customer Relations Supervisor and reviewed by the Finance Director and the Village Attorney.

If approved, the proposed COVID-19 Utility Customer Payment Policy will take effect immediately and all communication efforts (i.e., website, local media, social media, utility bills, etc.) will be utilized to ensure that our customers are aware of the payment plan options, including CARES Act funding, to assist with the payment of utility service utilized.

FISCAL IMPACT:

The Village has foregone approximately $305,000 from March 2020, through July 2020, as result of the Village suspending late fees and/or shut-off fees due to non-payment.

ATTACHMENTS:

Proposed Resolution No.2020-27 - COVID-19 Utility Customer Payment Policy UPDATED
Proposed COVID-19 Policy Final

RESOLUTION NO. 2020-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, IMPLEMENTING UTILITY PAYMENT PLANS FOR CUSTOMERS WITH DELINQUENT ACCOUNTS SUBJECT TO SERVICE DISCONNECTION FROM MARCH 2020, TO SEPTEMBER 30, 2020, FOR NON- PAYMENT; LATE FEES WILL RESUME AFTER OCTOBER 1, 2020; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on January 30, 2020, the World Health Organization declared the novel Coronavirus Disease 2019 (COVID-19) a Public Health Emergency of International Concern; and

WHEREAS, on March 9, 2020, Governor Desantis issued Executive Order Number 20-52, which established a State of Emergency for the State of Florida declaring COVID-19 as a public health emergency; and

WHEREAS, the Village of Palm Springs, in an effort to assist with the financial/economic issues as a result of COVID-19, immediately suspended utility customer disconnections (including late fees and shut-off/reconnection fees) due to non-payment to allow utility customers to defer payment of their utility bills during the COVID-19 pandemic; and

WHEREAS, the Village has engaged in significant outreach efforts to educate affected utility customers regarding available financial resources (i.e., federal, state and county CARES ACT funding, etc.) to assist in paying monthly utility bills; and

WHEREAS, to assist the affected customers the Village Council has agreed to create a payment plan to allow the affected customers to repay the deferred utility charges over a period of up to six (6) consecutive months (for residential customers and commercial customers. Said payment plan shall be portable with each customer should they relocate within the boundaries of the Village's utility service territory(s) during the period of their Payment Plan (Exhibit A); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village of Palm Springs to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE VILLAGE OF PALM SPRINGS, FLORIDA as follows:

Section 1. Incorporation. The foregoing recitals are incorporated into this resolution as true and correct statements.

Section 2. COVID-19 Utility Payment Plan. For those utility customers with accounts subject to service disconnection during the period of March 2020, to September 30, 2020, for non-payment, a payment plan is hereby established to provide for the repayment of all past due amounts over a period of six (6) months for residential and commercial customers. Each utility customer desiring to take advantage of the payment plan must contact the Village Utility Customer Service department and agree to all terms and conditions as provided within the Village's COVID-19 Utility Customer Payment Policy (See Exhibit A).

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with the provision of this resolution are hereby repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

Section 6. This Resolution shall take effect 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTI WALLER, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
DOUG GUNTHER, COUNCIL MEMBER	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY

	COVID-19 Utility Customer Payment Policy (Resolution No. 2020-27)		**SUBJECT:** Provide a Payment Plan for those in need & commence/re-implement the discontinuation of utility services for nonpayment during COVID-19	
	NUMBER	**REVISIONS**	**EFFECTIVE DATE:**	**PAGE** 1 **OF** 2
	DEPARTMENT Public Service	**APPROVED BY:** Richard J. Reade Village Manager		

APPLICATION OF POLICY

This policy relates to provision for a Payment Plan to provide support/assistance to those in financial/economic need during the COVID-19 pandemic as well as commencing/reimplementing the discontinuation ("shut-off" and all relate fees) of utility services (i.e., water service and wastewater service) as a result of non-payment during the COVID-19 pandemic. This policy shall apply to all Village utility accounts (i.e., residential and commercial).

POLICY

1. We will notify all customers that have two (2) or more past due bills during the COVID-19 emergency pandemic, via phone, E-mail (if available), mail and/or door hanger. Once contacted, the Village's Customer Relations Clerk will provide information regarding past due bills and all payment options available to bring the account current on the amount owed for utility services utilized during the COVID-19 pandemic. Payment options include:
    a. Cash
    b. Check
    c. Money order
    d. Credit or Debit Card (online, phone or drive-through window)

2. Customer Relations Clerks will provide customers with information about the CARES Act funding available through Palm Beach County.
    a. The CARES Act program assists county residents with utility payments. Information has been added on the Villages website, E-newsletter, social media accounts, LED message board as well as other Village communication tools.

b. Information regarding the CARES Act program has also been communicated to our customers by Palm Beach County.

3. The Customer Relations Clerks will be expected to provide customers with available financial assistance options if they are unable to make a full payment on the total utility balance due.
    a. Option 1 – The customer can elect to pay the outstanding balance in full.
    b. Option 2 – A Payment Plan may be provided for a maximum of up to six (6) months for residential and commercial accounts to make full payment of total amount due at the time of the payment plan. The customer will be notified that they will be required to make the monthly payment of the amount owed plus the amount of the payment plan. An initial payment of 15% of the outstanding balance will be required to enter a payment plan.
    c. Option 3 – If the customer does not request to enter into a payment plan then a partial, 50% minimum, payment will be requested of the total balance owed, the customer will then be requested to pay the remainder of all past due balances and any current monthly balance by the 8th day of the following month.
        - If full payment is not made by the utility bill monthly payment deadline (8th of the following month), then the customer shall be offered a 2nd and final opportunity to enter a payment plan. If the customer does not accept this option, they will be notified that a work order shall be issued to shut off their service within 48 hours.

4. If agreed to by the customer, Customer Relations Clerks will work with the customer on developing a payment plan that best meets the financial needs and availability of the customer. A one-time payment plan of up to six (6) months will be provided to all eligible residential and commercial customers at 0% interest.
    a. Each utility customer desiring to take advantage of the payment plan must contact the Village Utility Customer Service Department in-person (with an appointment while Village Hall remains closed due to the COVID-19 pandemic) or via the drive-through to activate the payment plan.
    b. The customer will be requested to complete a Financial Hardship & Deferred Payment Agreement form, which shall be signed by the customer and notarized.
    c. Once the payment plan is activated, the total past due balance will be divided by the applicable payment plan period and the pro-rata amount will be added to the regular monthly utility bill amount for the duration of the payment plan period.
    d. All residential and commercial customers enrolled in a payment plan will be obligated to pay 15% of their outstanding bill up front. The payment plan will include the outstanding total balance due (after the 15% payment) divided by the number of months of their payment plan (up to 6 months only). **Each month the customer will be required to pay this monthly installment amount plus their current monthly bill**.

e. The payment plan may become null and void should a non-payment occur (e.g., should customer miss a payment at any time) any time during the agreement term. This will result in immediate shutoff of the customer's utility service following notice to the customer via phone, E-mail (if available), mail and/or door hanger.
    - In order to reinstate utility service, full payment of all past due bills, as well as any related fees, shall be required.
    - Payment plans established prior to the 18th of the month will be due the 8th of the following month. Plans established after the 18th of the month will be due the 8th of the second (2nd) month following establishment of the plan.
    - Shut-offs for non-payment for those on a payment plan will occur no earlier than the 11th of the month.
    - <u>There are no exceptions to non-payment of the payment plan</u>.

5. Customers that have entered a payment plan, will be eligible to continue monthly payments per the terms of their agreement should they relocate within the boundaries of the Village utility service territory(s) during the term of their payment plan.

6. If the property is sold during the payment plan period, full payment will be required prior to starting a new utility service.

7. If an owner/landlord has an active payment plan, they will be required to pay the balance in full before a tenant can start new service.

8. Other considerations;
    a. A log of customers enrolled in a payment plan will be maintained and reviewed daily by the Customer Relations Manager and/or their designee.
    b. Financial assistance (i.e., Payment Plan) will be provided for customers who maintain at least two (2) months of past-due bills from March 2020 until Palm Beach County moves into Phase 2 for COVID-19 pandemic or unless otherwise directed by the Village Manager and/or their designee.
    c. Utility shut-offs for all customers who are not on a Payment Plan shall begin when shut-offs generally take place (generally the 3rd week of the month) for those utility customers that maintain two (2) or more past due bills. Notice of this requirement will be provided to all utility customers through the Village's communication tools (i.e., E-Newsletters, Utility Bills, Village Website and Social Media).
    d. Shut-offs will be completed through the Village's internal work order system.
    e. If a customer is shut-off, Customer Relations Clerks will work with them on a payment plan to prevent future shut-offs from occurring.
    f. Late fees and shut-offs for all utility customers will resume after October 1, 2020 on all utility accounts.

9. Time of Disconnection of Service
    a. The Village will not discontinue utility service due to non-payment on a Friday, Saturday, legal holiday, or at any time during which the Village office is not open to the public.
    b. Public Service Department – Customer Service contact information:

        Office Phone: (561) 965-5770
        E-Mail: utilities@vpsfl.org
        Mailing Address: 226 Cypress Lane
        Palm Springs, FL 33461

10. Restoration of Utility Service.
    a. Customers whose utility service has been disconnected may contact the Village by phone, E-mail, mail and/or in person (see contact information above). Restoration of utility services shall be subject to full payment of any past-due amounts, including any fees and/or penalties as well as a new deposit (if required).