



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, November 12, 2020
6:30 PM**

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 Minutes - October 20, 2020 Village Council Regular Meeting
 1. [October 8, 2020 Village Council Regular Meeting](#)
 - 6.2 Appointments to the Ad Hoc Transportation/Mobility Study "Steering" Committee
 1. [Bette Briggs - Board Application](#)
 2. [Ann Francisco - Board Application](#)
 3. [Deborah Gordon Noncent - Board Application](#)
 4. [Linda Hawkins - Board Application](#)
 5. [Mike Ivancevic - Board Application](#)
 6. [Al Jordat - Board Application](#)
 7. [Vijay Kumar - Board Application](#)
 8. [Marta Padron - Board Application](#)
 9. [Brian Rogg - Board Application](#)

10. Larry Saingilus - Board Application (Exempt Per F.S. Chapter 119)
 11. Anna Tyrpak - Board Application
 12. Roger St. Martin - Board Application
 13. Dr Peggy VanArman - Board Application
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- 6.3 Appointment to the Property Improvement Program (PIP) Selection Committee
 1. PIP Reassignment - Ms. Indira Saffadid-Bertarioni to Officer Frank Castro
 2. Resolution No. 2015-16 - Establishing the Property Improvement Program (PIP) Program
 - 6.4 Approve Library Annual Plan - FY 2020-2021
 1. Proposed Village of Palm Springs Library Annual Plan of Service - FY 2021
 2. Proposed Village of Palm Springs Library Annual Plan of Service - FY 2021 (Strike-thru Version)
 3. Comparison Library State Aid Grants - FY 2020 & FY2021
 - 6.5 Authorize Police Forfeiture Fund Expenditure - Automated External Defibrillators - Police Department (FY 2021)
 1. Price Quote - Seven (7) Automated External Defibrillators (AED) - Team Life, Inc.
 2. Price Quote Comparison - Seven (7) Automated External Defibrillators (AED) - Village of Palm Springs
 - 6.6 Authorize Vehicle Purchase - Piggyback – Police Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Garber Chevrolet)
 1. Invitation to Bid/Advertisement Solicitation Announcement (FSA20-VEL28.0)
 2. Police Car Fittings Quote Strobes-R-Us
 3. Award Letter FSA20-VEL28.0
 4. Invitation to Piggyback
 5. Vehicle Quotes
 - 6.7 Approve Sago Palm Park Improvements (Task Order No 254) - Work Authorization No. EA 1 - Professional Engineering Services - Parks and Recreation Department (FY 2021 Budget - General Fund) - Erdman Anthony, Inc.
 1. Proposed Work Authorization - Sago Palm Park Improvements (Task Order #254) - Erdman Anthony
 2. RFQ 2019-01 - Erdman Anthony - General Consulting Services - Village of Palm Springs
 3. Sago Palm Park Improvements - FY 2021 CIP Form
 - 6.8 Approve Lakewood Gardens Park Playground Replacement Contract Award (Task Order No. 286) - Cooperative Purchasing (Piggyback) - Parks and Recreation Department (FY 2021 Funded - General Fund) - GameTime
 1. Proposed Agreement - GameTime
 2. Approval to Piggyback - GameTime
 3. Village of Palm Springs Membership - Omnia Partners Government Purchasing Cooperative
 4. City of Charlotte, North Carolina - RFP 269-2017-028 Award Process Notification
 5. City of Charlotte, North Carolina - Executed Agreement Contract 269-2017-028

6. City of Charlotte, North Carolina - Original RFP Submittal Documents - GameTime (Available Within Village Clerk's Office)
 7. City of Charlotte, North Carolina - Request for Proposals (RFP 269-2017-028) - January 25, 2017
 8. City of Charlotte, North Carolina - Advertisement - (RFP #269-2017-028) - January 25, 2017
 9. Proposal - Lakewood Gardens Park Playground Replacement - GameTime
 10. Proposed Lakewood Gardens Park Playground Replacement Project Conceptuals
 11. Proposed Lakewood Gardens Park Playground Replacement Site Plan
 12. GameTime Price List - Co-Op
 13. GameTime Schedule of Discounts - Co-op
 14. Proposed 2020 Grant Certificate Form - GameTime
 15. CIP Form - Lakewood Gardens Park - FY 2021
-
- 6.9 Authorize Submersible Pump Purchase - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Xylem Water Solutions USA
 1. Quote - Xylem Water Solutions USA, Inc.
 2. Xylem Water Solutions USA, Inc. - Agreement - Approved July 2018
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- 6.10 Approve Replacement Resin Disc Pumps Purchase – Best Interest Acquisition – Public Service Department (FY 2021 Budget Funded – Water & Sewer Enterprise Fund)
 1. Proposed Agreement - Gerber Pumps International, Inc.
 2. Price Quote - Gerber Pumps International, Inc.
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- 6.11 Approve Pebble Quicklime Purchase Agreement - Cooperative Purchasing (Piggyback) - Public Service Department (FY 2021 Budget Funded) - Lhoist North America of Alabama, LLC
 1. Proposed Agreement - LLhoist North America of Alabama, LLC.
 2. City of Tamarac - Executed Contract
 3. City of Tamarac - Invitation to Bid
 4. City of Tamarac - Bid Responses
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- 6.12 Authorize Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase - Single Source Purchase - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Aqseptence Group, Inc.
 1. Proposed Purchase Quote - Aqseptence Group, Inc.
 2. Approved Agreement - Aqseptence Group - March 2020
 3. Price List - Aqseptence Group, Inc.
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- 6.13 Approve Carol Avenue & Rex Avenue Stormwater Improvements Award (Stormwater Master Plan Project #10) (Task Order No. 250) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Stormwater Enterprise Fund) - DBF Construction, LLC
 1. Proposed Agreement - Carol & Rex Avenue Stormwater Improvements - DBF Construction
 2. Bid Specifications - Carol & Rex Avenue Stormwater Improvements -ITB #2020B-009

3. Invitation to Bid - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009
 4. Bid Proposal - Carol & Rex Avenue Stormwater Improvements - DBF Construction
 5. Bid Tabulation - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009
 6. Village Engineer's Recommendation of Award - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009
 7. Bid Plans - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009
 8. Addendum No. 1 - Responses to Bidder Questions - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009
 9. Carol & Rex Avenue Stormwater Improvement Project - Stormwater Master Plan - Project #10
 10. Carol & Rex Avenue Stormwater Improvement Project - FY 2021 CIP Form
-
- 6.14 Approve Gulfstream Road Stormwater Improvements (Stormwater Master Plan Project #6)(Task Order No. 277) – Work Authorization CT-S01 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Stormwater Enterprise Fund) – Craven Thompson & Associates, Inc.
 1. Proposed Work Authorization - Gulfstream Road Stormwater Improvement Project - Craven Thompson (Task Order #277)
 2. Gulfstream Road Stormwater Improvement Project - FY 2021 CIP Form
 3. Gulfstream Road Stormwater Improvement Project - Stormwater Master Plan - Project #6
 - 6.15 Approve Stormwater Pipe Maintenance & Repair Contract - Piggyback - Public Service Department - Public Works (FY 2021 Budget Funded - General Fund, Stormwater Fund & Water & Sewer Fund) - Shenandoah General Construction Company
 1. Proposed Agreement - Shenandoah General Construction Company
 2. Broward College - Executed Contract
 3. Broward College - Request For Proposal (Bid Documents)
 4. Broward College - Shenandoah Proposal
 5. Broward College - Notice of Award
 6. Broward College - Approval to Piggyback
 7. Broward College - Advertisement
 8. Broward College - Amendment #1
 - 6.16 Approve Change Order No. 1 (Task Order No. 218) - Lift Station Rehabilitation - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Foster Marine Contractors, Inc.
 1. Proposed Change Order No. 1 - Foster Marine (Task Order No. 218)
 2. Exhibit to Change Order No. 1 (Foster Marine)
 3. Original Agreement - Foster Marine
 - 6.17 Approval of Insurance Renewal (FY 2021) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)
 1. Village of Palm Springs - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT) - Renewal Evaluation - FY 2020/2021

- 6.18 Dissolve Emergency Resolution No. 2020-34 - Declaration of State of Emergency within the Village of Palm Springs, Tropical Storm Eta
1. [Email Terminating the Local State of Emergency - November 9, 2020](#)
 2. [Proposed Resolution No. 2020-34 Declare a State of Emergency - Tropical Storm Eta](#)

END OF CONSENT AGENDA

7. PRESENTATIONS

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

9. PUBLIC HEARINGS

- 9.1 Ordinance No. 2020-20 - Comprehensive Plan Text Amendment - Capital Improvements Element - Annual Update to Five-Year Capital Improvement Plan (CIP) (*First Reading*)
1. [Proposed Ordinance No. 2020-20 Comprehensive Plan Text Amendment - Capital Improvements Element - Annual Update to Five-Year Capital Improvement Plan \(CIP\)](#)
 2. [Exhibit "A" - Village of Palm Springs' Capital Improvement Plan \(CIP\)](#)
- 9.2 Ordinance No. 2020-17 - Comprehensive Plan Amendment - Gulfstream Road Overlay (*First Reading*)
1. [Proposed Ordinance No. 2020-17 - Text Amendment - Gulfstream Road Overlay - Comprehensive Plan](#)
 2. [Exhibit "A" - Gulfstream Road Overlay - Comprehensive Plan Amendment](#)
 3. [Public Hearing Notification - Village of Palm Springs](#)
- 9.3 Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*First Reading*)
1. [Proposed Ordinance No. 2020-16 - Gulfstream Road Overlay](#)
 2. [Public Hearing Notification - Village of Palm Springs](#)
- 9.4 Ordinance No. 2020-18 - Village Code Amendment - Chapter 34 - Traffic Calming Measures (*First Reading*)
1. [Proposed Ordinance No. 2020-18 - Traffic Calming](#)
 2. [Palm Beach County Traffic Calming Policy \(1997\)](#)
 3. [Proposed Village Traffic Calming Policy Summary](#)
- 9.5 Ordinance No. 2020-19 - Village Code Amendment - Chapter 34 - Special Assessments (*First Reading*)
1. [Proposed Ordinance No. 2020-19 - Special Assessments](#)
- 9.6 Ordinance No. 2020-15 - Village Code Amendment - Utility Rates (*Second Reading*)
1. [Proposed Ordinance No. 2020-15 - Village Code Amendment - Approve Utility Rates - FY 2021 - FY 2024](#)

2. Final Fiscal Year 2020 Water & Wastewater Utility (5-Year) Rate Study - Kimley Horn & Raftelis
3. Water & Wastewater Utility (5-Year) Rate Study - August 2020 Workshop Presentation
4. Sample Utility Bill - Public Notice
5. Florida Statutes - Chapter 180
6. Lake Worth Herald Advertisement from October 29, 2020

10. ACTIONS AND REPORTS

- 10.1 Discussion & Approval - Lake Worth Road Storm Drainage System Improvements - Work Authorization No. KA-S01 - Professional Engineering Services - Public Service Department (FY 2021 Budget - General Fund) - Keshavarz & Associates, Inc.
 1. Proposed Work Authorization - Professional Engineering Services - Lake Worth Road Stormwater System Improvements - Keshavarz & Associates, Inc.
 2. Lake Worth Road Stormwater Improvements - Stormwater Master Plan - Project #1

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

**THURSDAY, DECEMBER 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.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Administration

ITEM 6.1: Approval of Minutes - October 20, 2020 Village Council Regular Meeting

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

October 8, 2020 Village Council Regular Meeting



MINUTES
VILLAGE COUNCIL MEETING
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
THURSDAY, OCTOBER 8, 2020
6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

- Village Manager Richard Reade
- Village Attorney Glen Torcivia
- Village Clerk Kimberly Wynn

1. CALL TO ORDER

Mayor Smith called the regular Village Council Meeting to order at 6:34 PM.

2. ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Doug Gunther, Council Member Joni Brinkman (arrived at 6:38 PM), Village Attorney Glen Torcivia, Village Manager Richard Reade, and Village Clerk Kimberly Wynn

Absent: None

Staff present: Police Chief Thomas Ceccarelli, as Sergeant-at-Arms, Public Service Director Ron Eyma, Interim Library Director Josefina Maliska, Planning, Zoning, and Building Director Kim Glas-Castro, and Parks and Recreation Director Justin Lucas

3. INVOCATION

The Village Manager Richard Reade gave the invocation.

4. PLEDGE OF ALLEGIANCE

Council Member Gunther led the Pledge of Allegiance.

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

Village Manager Reade stated there were no additions, deletions, or modifications.

Vice Mayor Waller made a motion to approve the agenda as presented, seconded by Mayor Pro Tem Ready. The motion carries 5-0.

At this point, Mayor Smith introduced Battalion 10 District Chief, Mrs. Tracy Adams. District Chief Adams explained that Fire Rescue has eight (8) District Chiefs in Palm County and that the agency serviced from Jupiter to Boca Raton. The scope of her responsibilities covered six stations that include Palm Springs. Chief Adams has worked with the PBCFR for 22 years, (she would approach 23 years in November). Chief Adams talked about her family, then she thanked the community and Council for the opportunity to introduce herself.

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

6.1 Resolution No 2020-33 - Approve Community Development Block Grant (CDBG) Project Funding Agreement with Palm Beach County - Park Connector Pathway Project (Sub-Phase II - Davis Road [Greenbrier to Lakewood] - Construction)

[Proposed Resolution No. 2020-33 CDBG Park Connector Pathway](#)

[Proposed CDBG Grant Agreement - Park Connector Pathway Project-Sub-Phase II-Construction](#)

[Resolution No. 2019-07 - Park Connector Pathway - Community Development Block Grant - Sub-phase I](#)

6.2 Approve Miller Road Drainage Improvements Reconciliation (Change Order #4 & Close Out) (Task Order #213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises [Proposed Change Order No. 4 - TCLM Enterprises Change Order No. 3 - TCLM Enterprises Change Order No. 2 - TCLM Enterprises Change Order No. 1 - TCLM Enterprises Executed Agreement - TCLM Enterprises](#)

6.3 Acceptance of Utility Easement Agreement - Gardenia Avenue Extension - Kirk & Luella Wirkkala (The Wirkkala Family 2005 Revocable Trust)

[Proposed Utility Easement Agreement - The Wirkkala Family 2005 Revocable Trust - Gardenia Avenue Sketch & Description](#)

[Resolution 2016-64 Abandonment of ROW Aerial & Location Map - Gardenia Avenue](#)

END OF CONSENT AGENDA

Council Member Gunther made a motion to approve the Consent Agenda, seconded by Vice Mayor Waller. The motion carries 5-0.

7. PRESENTATIONS

7.1. Presentation of Plaque to Village Library in Honor of Jeanette J. Guerty

Ms. Josefina Maliska spoke presented this item on behalf of the Library. She read a letter into the record from Mr. Harold Guerty about his wife. Mrs. Guerty, a former Council Member, worked hard for Palm Springs to have a Library in the community. Mrs. Guerty passed away from cancer before seeing her efforts come to fruition. Ms. Maliska spoke of her appreciation from the Guerty family. Mayor Smith gave additional comments about Mrs. Guerty and her contributions.

7.2 City Government Month in Palm Springs - October 19-25, 2020

[Proclamation - City Government Month in Palm Springs](#)

Mayor Smith read the City Government Month proclamation into the record. She introduced Mrs. Maliska who accepted the proclamation and gave brief comments. Mrs. Maliska and Village Manager Reade talked about the mock Council Meeting that was proposed with the students on November 12, 2020.

7.3 National Friends of the Library Week Proclamation - October 16 - 22, 2020

[Proclamation - National Friends of Libraries Week](#)

Mayor Smith talked about the construction renovations and program improvements that took place at the library. Mayor Smith read the proclamation into the record. Friends of the Library Board Members Michelle Dunlop (Chairperson), Karen Gebo, and Lenore DiRienzo read letters into the record from library patrons: Ms. Peggy Van Arnem, Glenda Dahler and Shinaiyah Havens, and gave brief comments. Everyone concurred, that the services provided by the library were appreciated, especially how they handled the COVID-19 pandemic.

7.4 Mediation Week Proclamation - October 11-17,2020

[Proclamation - Mediation Week](#)

Mayor Smith read the proclamation into the record. She noted the recipient would receive the proclamation later.

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

Mayor Smith opened the meeting to public comment; there were none.

9. PUBLIC HEARINGS

9.1 Proposed Ordinance No. 2020-11 - Village Comprehensive Plan Text Amendment - Water Supply Plan Update (*Second Reading*)

[Proposed Ordinance No. 2020-11 - Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan](#)

[Proposed Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan \(Exhibit "A" to Ordinance No. 2020-11\)](#)

[Proposed Water Supply Facilities Work Plan Revisions - Kimley-Horn Letter to the SFWMD - September 2020](#)

[Proposed Water Supply Capital Improvement Projects - 10-Year Water Supply Facilities Work Plan](#)

[Adopted 10-Year Water Supply Facilities Work Plan - Revised September, 2020](#)

Mayor Smith introduced this item. Village Clerk Wynn announced that Ordinance No. 2020-11; was advertised in the Lake Worth Herald. Village Attorney Torcivia read the title of the caption into the record. Village Manager Reade stated that the staff presented their presentation on First Reading. The proposed comprehensive plan amendments were submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Village Manager Reade reiterated that the Planning & Zoning Board considered the proposed Water Supply Facilities Work Plan (2020-2030) and the related comprehensive plan amendments during their meeting on July 14, 2020, and recommended approval.

The Local Planning Agency (LPA) considered the proposed Water Supply Facilities Work Plan and related Village Comprehensive Plan amendments during its regular meeting on July 23, 2020, and recommended approval.

The proposed comprehensive plan text amendments were prepared by the Village's consulting engineers, Kimley-Horn, and reviewed by the Planning, Zoning & Building Director, Public Service Director, Village Attorney, Palm Beach County staff, and the South Florida Water Management District staff.

The proposed comprehensive plan text amendments were forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and the South Florida Water Management District (SFWMD). SFWMD requested

clarifications be made in the Water Supply Facilities Work Plan, which was minor, but no comments were raised on the comprehensive plan amendments. The revisions are administrative in nature, providing clarifications and do not affect the conclusions regarding water supply/demand projections or capital project needs through the planning period.

The proposed ordinance was approved by the Village Council on July 23, 2020 and is being presented for consideration on 2nd and final reading.

Note: Following final approval of the FY 2021 Budget (September 24, 2020), the 5-Year Schedule of Capital Improvements within the Capital Improvements Element will be formally amended to include the proposed water supply-related capital projects and to update the schedule based on the approved Capital Budget Plan (anticipated for the November 12, 2020, Village Council meeting).

10. ACTIONS AND REPORTS

10.1 Approve First Amended and Restated Village Manager Employment Agreement (Revised Information)

[First Amended and Restated Village Manager Contract](#)

[Village Attorney Letter to Council About Village Manager Employment Agreement Amendments](#)

[First Amended and Restated Village Manager Contract - Redline Version](#)

Mayor Smith introduced this item. She opened the meeting up for Council discussion. Mayor Pro Tem Ready began the discussion. He said that he supported the agreement. He noted that there was some compromise on both sides. Council Member Gunther concurred with Mayor Pro Tem Ready, that he supported that agreement. He thanked Village Manager Reade for the last seven years of service and looked forward to future years. He complimented his leadership, dedication, commitment, and the team of employees at the Village. Council Member Brinkman understood there were changes made that were acceptable to everyone. She spoke about her appreciation of Village Manager Reade's dedication to the Village. She reminded him of the importance to take time off for family and himself. Vice Mayor concurred with the other Council Members thoughts, and she supported the agreement.

Mayor Smith explained that she appreciated the Village Manager; however, she had concerns after she reviewed his contract. She said that it is the responsibility of the Council to act in the best interest of the Village. She wanted to be mindful that the actions (of the agreement) adhered to the Village Charter and Employees' Administrative Policies and Procedures.

Mayor Smith said that she supported an increase to the number of weeks in severance pay; the change is in line with other local cities and state laws. She does not support the

Village Manager getting paid out on his unused Administrative Leave Time upon separation. He is very involved in multiple associations and committees, hence the purpose of the administrative leave time days. He was very active with the many organizations, without having to use his vacation time. The Administrative Leave Days should not be paid out if he fails to use them. The Village Manager currently accrues Paid Leave Time (PLT) of an 11-year employee. He is currently able to receive the payout of an employee that is above and beyond the personnel policy. Besides, raising the hours does not incentivize the Village Manager to use the time, which is encouraged for the protection of the Village. Mayor Smith asked if the contract could be discussed further. The other Council Members supported their position that the Village Manager's employment agreement was fair and consistent and had no further comment.

Vice Mayor Waller stated that the agreement should be signed "as is". Council Member Brinkman mentioned that Council can go back to make changes. Mayor Smith advised them, once the agreement is signed, you could not go back. Vice Mayor Waller asked if the other employees were required to sign contracts. Mayor Smith stated that the Village Manager position is unique. The Council preferred to move forward and support the agreement as presented.

Council Member Gunther made a motion to approve the First Amended and Restated Village Manager Employment Agreement, second by Council Member Ready. The motion carries 4-1 (Mayor Smith dissenting).

11. VILLAGE MANAGER COMMENTS

Village Manager Reade thanked the Council Members for their support. He asked Mr. Lucas to describe the plans for the Halloween event. Mr. Lucas discussed the entrance and exit points of the event. The event is scheduled for October 22, 2020, from 6 PM - 7 PM, participants stay in their vehicles. The desire was to make this a Village event with Palm Beach County Fire Rescue involved.

Mr. Lucas then talked about the new bus wrapping and introduced the responsible local business. He said that the business agreed to design shields as masks for Halloween to promote the Village if there was interest.

Village Manager Reade then asked Public Service Director, Mr. Eyma, to discuss MIEX improvements that were completed. Mr. Eyma discussed the state of the water treatment plants. The Village is in a very good position. He is wanted to automate more of the processes to help overall productivity. Getting the Village back into competitions was also discussed. Eventually the MIEX project is scheduled to go out to bid. Mr. Eyma thanked his staff for an incredible job.

Village Manager Reade discussed City Government Month. He talked about "Read for the Record" and how the event would be held.

12. VILLAGE COUNCIL COMMENTS

Mayor Pro Tem Ready spoke about Breast Cancer Awareness Month. He discussed several additional events he attended. Council Member Gunther sent his thoughts and prayers to the people that lived on the Gulf Coast (Hurricane Delta was forecasted in the area). Council Member Brinkman talked about a public meeting that was scheduled to talk about 10th Avenue and I-95 traffic. She also mentioned that saw a sample of the new aggregated walkway. Vice Mayor Waller, along with the other Council Members congratulated Village Manager Reade on his new agreement. She thanked the staff and Mayor Smith for her work. Mayor Smith asked Police Chief Ceccarelli were there any special plans for Halloween (traffic-control for Trunk-or-Treat Special Event). Police Chief Ceccarelli stated there were no plans, but they said that the police department can close off the parking lot on Davis to control traffic. Further discussion ensued on ways to handle candy distribution safely for Halloween in the neighborhood.

At this point, the Village Manager recognized Isabel Hernandez for recognizing Mr. Jamison (a centenarian that lives in the Village)

13. ADJOURNMENT

Hearing no further business Mayor Smith adjourned the meeting at 7:48 PM.

Next Meeting

Thursday, November 12, 2020 @ 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 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.

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 **October 8, 2020**. Which minutes were formally approved and adopted by the Village Council on **November 12, 2020**.

Kimberly M. Wynn, Village Clerk



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.2:

Appointments to the Ad Hoc Transportation/Mobility Study "Steering" Committee

SUMMARY:

On September 24, 2020, the Village Council approved Task Order No. 288 with The Corradino Group for professional planning and engineering services related to the development of a village-wide Transportation/Mobility Plan to improve local mobility within the Village.

The proposed scope of services was discussed with the Village Council during its regular meeting on July 9, 2020 and the "Public Engagement" task was modified to include a Public Workshop to be held as well as the development of a Steering Committee that will be comprised of local property and business owners to provide input and recommendations into the development of this new Transportation/Mobility Plan and plan for the future transportation and mobility needs within our Village.

The proposed Steering Committee is expected to meet three (3) times during this effort (during the kick-off stage, post-data collection results stage and prior to a Village Council hearing to consider approval of the Transportation/Mobility Plan) in accordance with Florida Sunshine Law. The proposed Committee, if approved, will sunset upon adoption of a Transportation/Mobility Plan by the Village Council.

The new Transportation/Mobility Plan "Steering" Committee, if approved, is proposed to consist of the following members:

Ms. Bette Briggs	Resident (Lorene Drive)
Ms. Ann Francisco	Resident (Regal Palms)
Ms. Deborah Gordon Noncent	Resident (Lake Arbor)
Ms. Linda Hawkins	Resident (Inglewood Drive)
Mr. Mike Ivancevic	Property Owner (Congress Avenue)
Mr. Al Jordat	Resident (Estancia)
Mr. Vijay Kumar	Property (Business) Owner (Military Trail)
Ms. Marta Padron	CRA Board Member
Mr. Brian Rogg	Property (Business) Owner (Lake Worth Road)
Mr. Larry Saingilus	P&Z Board Member
Ms. Anna Tyrpak	Resident (Lorene Drive)
Mr. Roger St. Martin	Resident (Kenyon Road)
Dr. Peggy VanArman	Resident (Luzon Avenue)

Note: The intent of this Committee is to include any resident/business owner that has an interest in serving on this Ad Hoc "Steering" Committee. Thus, the Village Council is requested to provide approval (at this time) of any additional future appointments to ensure immediate participation on this Board (rather than waiting on being presented for consideration at a future Council Meeting).

Additionally, the Palm Springs Library's Teen Advisory Board will discuss transportation/mobility needs at an upcoming meeting to provide additional input (from a

younger generation's perspective) to the consultants.

FISCAL IMPACT:

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

ATTACHMENTS:

Bette Briggs - Board Application

Ann Francisco - Board Application

Deborah Gordon Noncent - Board Application

Linda Hawkins - Board Application

Mike Ivancevic - Board Application

Al Jordat - Board Application

Vijay Kumar - Board Application

Marta Padron - Board Application

Brian Rogg - Board Application

Larry Saingilus - Board Application (Exempt Per F.S. Chapter 119)

Anna Tyrpak - Board Application

Roger St. Martin - Board Application

Dr Peggy VanArman - Board Application

226 Cypress Lane • Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 • FAX (561) 304-4602



APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Belle Briggs

HOME PHONE: 561-236-3155

EMAIL ADDRESS: Ocracoke101@Att.net

CELL PHONE: 561-236-3155

ADDRESS: 3108 Alice Dr.

OCCUPATION: Retired

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE:

Are you a registered voter?

☒ Yes ☐ No

What County?

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board?

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☒ Other

☐ Library Board

Signature

Belle Briggs

Date: 10-21-2020

Board Applications must be updated every two (2) years from the date last submitted.

226 Cypress Lane • Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 • FAX (561) 304-4602



APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME:

HOME PHONE:

EMAIL ADDRESS:

CELL PHONE:

ADDRESS:

OCCUPATION:

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE:

Are you a registered voter?

☒ Yes ☐ No

What County?

Do you currently serve on a board?

☒ Yes ☐ No

If yes, which one(s)?

REGAL PALMS CONDO ASSOCIATION

Why are you interested in serving on this board?

TO HELP COMMUNITY

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals☐ Planning & Zoning Board☐ General Employees' Pension Board of Trustees☐ Parks & Recreation Board☐ Grievance Board☐ Police Employees Pension Board of Trustees☐ Infrastructure Surtax Citizens' Oversight Committee ☐ Other☐ Library Board

STEERING COMMITTEE

Signature

Date:

11/23/2020

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Deborah Gordon-Noncent

HOME PHONE:

EMAIL ADDRESS: gordond6410@hotmail.com

CELL PHONE: (561) 315-0130

ADDRESS: 67 Lake Arbor Drive, Palm Springs, FL 33461

OCCUPATION: Business & Education Development Partner

BUSINESS: Palm Beach State College

BUSINESS PHONE: (561) 868-4144

BUSINESS ADDRESS: 4200 Congress Avenue, Lake Worth, FL 33461

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: City of West Palm Beach Government - Finance Dept./Mayor's Office - over 10 years as an Administrative & Research Analyst

Palm Beach State College - June 2015 to present. MBA Degree - completion Jan. 2021

Are you a registered voter? ☒ Yes ☐ No **What County?** Palm Beach County

Do you currently serve on a board? ☐ Yes ☒ No **If yes, which one(s)?**

Why are you interested in serving on this board? I've been a resident of Palm Springs for over 25 years I care about my community and want to bring my knowledge and expertise to the table to help support the Village of Palm Springs in its initiatives that resonate with me (i.e. safe community, revitalization & community development, infrastructure etc.).

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☒ Other |
| ☐ Library Board | |

Signature

Deborah Gordon-Noncent

Date:

10/15/2020

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Linda Hawkins

HOME PHONE: 561-439-3068

EMAIL ADDRESS: 3lrh@comcast.net

CELL PHONE: 561-459-0387

ADDRESS: 456 Inglewood Drive

OCCUPATION: Retired

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: some college

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach County

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board?

Transportation Mobility Steering Committee

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☐ Other

☐ Library Board

Signature _____

10-23-2020
Date: _____

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Village Clerk Office
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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Micheal Ivancevic

HOME PHONE:

EMAIL ADDRESS: Mike@Mikelvancevic.com

CELL PHONE: 561-202-7102

ADDRESS: 174 San Remo Dr Jupiter FL 33458

OCCUPATION: Real Estate

BUSINESS: Illustrated Properties

BUSINESS PHONE: 561-469-0909

BUSINESS ADDRESS: 1405 N Alt A1A #103 Jupiter FL 33469

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: Attended college at UCF

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board? Me and family own a couple properties in Palm s Spring and have a strong interest in the well being of the community. I grew up locally to Palm Springs and have strong roots to the area.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☒ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☐ Other |
| ☐ Library Board | |

Signature _____

Date: 10/13/20

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Alberto Jordat Jr.
EMAIL ADDRESS: ajordat@gmail.com

HOME PHONE:

CELL PHONE: 954.804.1226

ADDRESS: 217 Talia Circle, Palm Springs

OCCUPATION: Senior Administrator

BUSINESS: Palm Beach County Film & Television Commission

BUSINESS PHONE: 561.233.1000

BUSINESS ADDRESS: 2195 Southern Blvd, West Palm Beach

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE:

Masters in Public Administration, FAU 2016

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach County

Do you currently serve on a board?

☒ Yes ☐ No

If yes, which one(s)? Parks & Recreation Advisory

Why are you interested in serving on this board?

Dedicated to improving livability conditions in my community and the Village of Palm Springs. I am aware of the challenges related to traffic safety and hope to learn more from the study to improve roads throughout the town.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee

☒ Other

Transportation / Mobility Steering Committee

☐ Library Board

Signature

Date:

10/15/2020

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: VIJAY A KUMAR

HOME PHONE: 561-241-3241

EMAIL ADDRESS: vijay@legen.com

CELL PHONE: 561-445-5251

ADDRESS: 1696 S MILITARY TRAIL UNIT A WEST PALM BEACH FL 33415

OCCUPATION: TRAVEL AGENT

BUSINESS: LEGEND TRAVEL AND TOURS

BUSINESS PHONE: 561-965-7885

BUSINESS ADDRESS: 1696 S MILITARY TRAIL UNIT A WEST PALM BEACH FL 33415

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: some college
collage graduate experiance in travel industary for 26 years

Are you a registered voter?

☒ Yes ☐ No

What County? palm beacn county

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board? just to help in local community.

Transportation Mobility Steering Committee

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☐ Other

☐ Library Board

Signature VIJAY A KUMAR Digitally signed by VIJAY A KUMAR
Date: 2020.10.12 13:21:28 -04'00'

Date: _____

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Village Clerk Office
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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Marta Padron

HOME PHONE:

EMAIL ADDRESS: padronmarta@gmail.com

CELL PHONE: 561-601-1109

ADDRESS: 3223 Lake Worth Road, Palm Springs, FL 33461

OCCUPATION: Retail business owner

BUSINESS: Padron Flooring & Design Ctr

BUSINESS PHONE: 561-969-3393

BUSINESS ADDRESS: 3223 Lake Worth Road, Palm Springs, FL 33461

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: 40 years in the same business in PB Cty with 30 of those years taking place within the Village of Palm Springs

Are you a registered voter?

☒ Yes ☐ No **What County?** Palm Beach

Do you currently serve on a board?

☒ Yes ☐ No **If yes, which one(s)?** Palm Springs CRA

Why are you interested in serving on this board? As someone conducting a retail business establishme within the Village and also having several employees living within the Village, I feel it is our duty to provide a perspective and perhaps assistance to future transportation/mobility plans.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

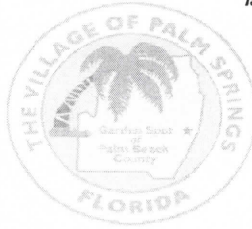
- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☒ Other |
| ☐ Library Board | |

Signature _____

Date: 10-13-20

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Brian Rogg

HOME PHONE:

EMAIL ADDRESS: brian@mrglowcarwash.com

CELL PHONE: (248) 762-2999

ADDRESS: 400 Ocean Trail Way #1403 Jupiter, FL 33477

OCCUPATION: Business Owner

BUSINESS: Mr Glow Express Car Wash

BUSINESS PHONE: (561) 434-1772

BUSINESS ADDRESS: 3263 Lake Worth Rd. Palm Springs, FL 33461

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: Masters Degree Finance, 30+ yrs marketing, 10+ yrs business owner/operator

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board? As a business owner on Lake Worth Rd, I would like to have advanced knowledge & input in regards to the upcoming road work in and around the area.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☒ Other |
| ☐ Library Board | |

Signature _____

Date: 10/13/20 _____

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LARRY SAINGILUS

EXEMPT PER F.S.

CHAPTER 119

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Anna Tyrpak

HOME PHONE: 954 907 4163

EMAIL ADDRESS: a.tyrpak1@gmail.com

CELL PHONE: 561 512 6104

ADDRESS: 2934 Lorene drive , Palm Springs 33461

OCCUPATION: unemployed due to Covid 19

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: Asst Manager weight loss center

Are you a registered voter?

☒ Yes ☐ No

What County? WPB

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board? Be part of decisions in our neighborhood

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☒ Other

☐ Library Board

Signature _____

Date: _____

10142020, Anna Tyrpak

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Board Applications must be updated every two (2) years from the date last submitted.

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Roger R. St. Martin

HOME PHONE: (561) 967-6104

EMAIL ADDRESS: daddysaint@comcast.net

CELL PHONE:

ADDRESS: 3760 Kenyon Rd Palm Springs, FL 33461

OCCUPATION: Retired

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE:

Are you a registered voter?

☒ Yes ☐ No

What County?

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board?

Excessive vehicular traffic in this quadrant.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☐ Other |
| ☐ Library Board | |

Signature

Roger R. St. Martin

Date:

10-12-20

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turned in Oct 13, 2020

Board Applications must be updated every two (2) years from the date last submitted.

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APPLICATION FOR APPOINTMENT to Advisory Boards and Committees

NAME: Dr. Peggy VanArman
EMAIL ADDRESS: vanarmanj@bellsouth
ADDRESS: 4077 LUTON AV., PS. 1, 33461
OCCUPATION: Retired Biology Professor

HOME PHONE: 561.964.7469
CELL PHONE: 561.389.7226

BUSINESS: NA

BUSINESS PHONE:

BUSINESS ADDRESS: NA

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: AA, BS, MS: Biology,
PhD: Marine Biology/Oceanography

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☐ Yes ☒ No

If yes, which one(s)?

Why are you interested in serving on this board?

I was invited by Kim Castro

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee

☒ Other

Transportation

☐ Library Board

Signature

Peggy VanArman

Date:

10/12/2020

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Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.3:

Appointment to the Property Improvement Program (PIP) Selection Committee

SUMMARY:

On March 12, 2015, the Village Council established the Village's Property Improvement (matching grant) Program (PIP) (Resolution No. 2015-16), which is a matching grant (up to \$5,000 per property) that enables residential and commercial property owners to enhance the aesthetics and value of their property with eligible improvements. Funding to support this program is provided within the Village's annual budget - General Fund.

All grant applications are reviewed and approved by a five (5) person PIP Selection Committee [four (4) Village staff members from different departments and a community representative], who meet in accordance with Sunshine Law. The Committee meets on an "as-needed" basis following an established/publicized application deadline and reviews, approves and/or provides comments to strengthen an application for a future grant cycle.

Note: Future grant awards will continue to be presented to the Village Council for final approval during future Council Meetings (and following completion of the project).

Currently, there is one (1) Regular Member vacancy on the PIP Selection Committee due to the resignation of Ms. Indira (Indi) Safaddid-Bertarioni, Volunteer Coordinator (appointed as a Regular Member in October, 2019), Police Department.

Officer Frank Castro - Police Department, has expressed an interest in serving as a Regular Member. If appointed, he would serve/fill the vacant seat that will expire either following a resignation from her employment with the Village and/or resignation from the Committee.

If the appointment is approved, there would not be any vacancies on the PIP Selection Committee.

The new PIP Selection Committee, if approved, would consist of the following members:

Ms. Iramis Cabrera	Planning, Zoning & Building Department
Ms. Nanciann Cuenot	Public Service Department - Code Enforcement
Mr. Richard DiMaria	Public Service Department - Public Works
Officer Frank Castro	Police Department
Mr. Johnnie Tieche	Community Representative

FISCAL IMPACT:

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

ATTACHMENTS:

PIP Reassignment - Ms. Indira Saffadid-Bertarioni to Officer Frank Castro

Resolution No. 2015-16 - Establishing the Property Improvement Program (PIP) Program



PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-968-8243 · www.vpsfl.org

November 5, 2020

To: Kimberly M. Wynn
Village Clerk

From: Thomas Ceccarelli 
Chief of Police

Subject: PIP Selection Committee – Police Department Member

Due to the resignation of the department's Volunteer Coordinator Indira Safaddid-Bertarioni in September, she will no longer serve on the Property Improvement Program (PIP) Selection Committee for property improvement grants. This duty was assigned to Officer Frank Castro of the Community Policing Unit.

Thank you for your attention in this matter.

RESOLUTION NO. 2015-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, AUTHORIZING THE IMPLEMENTATION OF A VILLAGE PROPERTY IMPROVEMENT MATCHING GRANT FUNDS PROGRAM FOR ASSISTANCE WITH STRUCTURAL IMPROVEMENTS TO RESIDENTIAL AND COMMERCIAL PROPERTIES WITHIN THE VILLAGE BOUNDARIES; DESIGNATING GUIDELINES AND PROCEDURES FOR THE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs wishes to encourage all residents and businesses to maintain and improve the value of their properties in order to continue the high quality of enjoyment historically known by Palm Springs residents; and

WHEREAS, the Village had determined the need, due to past years economic downturns, to provide assistance to its residents and businesses in achieving this goal; and

WHEREAS the Village has budgeted funds in the 2014-2015 fiscal year for the implementation of a Property Improvement Matching Grant Funds Program; and

WHEREAS, the Village Staff has created guidelines and procedures necessary to qualify for these grant funds; and

WHEREAS, the Village now wishes to authorize the implementation of the Property Improvement Matching Grant Funds Program as a valid public purpose and enhance the general welfare of the Village, its residents and visitors.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village is hereby authorized to implement the Property Improvement Matching Grant Funds Program.

Section 3. All disbursement of funds for this program shall meet all criteria established by the Village and shall be available through the Village's General Fund.

Section 4. This Resolution shall take effect immediately upon its adoption.

Resolution No. 2015-16

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☒	☐	☐
PATTI WALLER, <u>Council Member</u>	☒	☐	☐
SERGIO ESCALADA, <u>Council Member</u>	☒	☐	☐
JONI BRINKMAN, <u>MAYOR PRO TEM</u>	☒	☐	☐
DOUG GUNTHER, <u>VICE MAYOR</u>	☒	☐	☐

12th The Mayor thereupon declared this Resolution duly passed and adopted this day of MARCH 2015.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: [Signature]
BEV SMITH, MAYOR

ATTEST:

BY: [Signature]
VIRGINIA M. WALTON, VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

PROPERTY IMPROVEMENT PROGRAM

FACT SHEET



- *What?* The Property Improvement Program is intended to promote reinvestment in the community by providing up to \$5,000 in matching grant funds (provided on a reimbursement basis) for property owners to improve the exterior of their residential or commercial property.
- *Who?* Property Owners (or tenants with the property owner's consent and authorization) of real property within the corporate limits of the Village of Palm Springs.
- *How Much?* Up to 50% of the total project costs with a \$5,000 maximum grant for eligible improvements. The Property Owner is responsible for 50% of the Project costs and any excess costs.
- *General Guidelines:*
 - A Project must enhance the aesthetics and visual appeal of any side of a residential or commercial building facing a public street.
 - Exterior improvements should complement the original building design and be sympathetic to the character of the surrounding neighborhood. Examples of eligible projects include:
 - Replacement of deteriorated or inefficient windows and doors;
 - Repair/replacement of deteriorated architectural features or addition of new relief for visual interest, including addition of stucco trim or moldings
 - Stucco/brick/tile replacement, or installation of horizontal lap siding, board and batten, shakes, or stone veneer
 - Façade treatments, including new roofline articulation, parapets and/or cornice replacement;
 - Extension of roofline to create a front porch or covered walkway; and/or
 - Capital improvements to bring grandfathered signage, parking and planting areas into conformance with current codes.
 - Re-roof, painting, landscaping, sewer connections, hurricane shutters and interior repairs are NOT eligible.

VILLAGE OF PALM SPRINGS PROPERTY IMPROVEMENT PROGRAM

Grant Program Guidelines



designer's concept
Renderings by Surasak Longsomboon

Purpose. The objective of the Property Improvement Program (“PIP”) is to provide an economic catalyst for renovating buildings within the Village of Palm Springs. This grant program is intended to encourage property owners to renovate, rehabilitate or improve the physical appearance and value of homes and businesses within the Village of Palm Springs. This is a competitive grant that is awarded on a reimbursement basis.

Eligibility:

1. The Property Owner (or tenant with Property Owner’s Consent and Authorization) must be the applicant.
2. A Project must enhance the aesthetics and visual appeal of the front façade which is any side of a home or business facing a public street (alleyways, easements, unimproved rights-of-way excluded).
3. The total cost for the Project must be at least \$500 and require issuance of a building permit from the Village.
4. The Project property must not have any outstanding municipal debt, including but not limited to Village taxes, utilities, or other municipal liens.

5. The Property Owner must submit a completed Application and complete the approval process prior to beginning the Project. **Any materials purchased or construction started before the application and approval process is completed will not be eligible for a Grant.**
6. The proposed Project must improve the physical appearance of the structure(s).
7. Eligible properties include owner-occupied residences, residential rental properties, commercial or mixed-use properties. Ineligible properties include condominiums, associations and co-ops, and any nonconforming uses.
8. New buildings (constructed within the last five years) are not eligible.
9. The Village, and other regulatory agencies, must approve all improvements for compliance with Florida Building Code and/or Village regulations.
10. No employee of the Village of Palm Springs shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed in connection with a building façade grant.
11. PIP grant recipients are not eligible for another grant on the same property within a three year period following an award.

Eligible Activities: Exterior improvements must enhance the aesthetics and visual appeal of the building and be compatible with the architectural character of the surrounding neighborhood. Improvements shall make a property more valuable, or prevent the deterioration of the property.

Eligible capital improvements visible from the public right-of-way include:

- Replacement of deteriorated or in-efficient windows and doors
- Repair/replacement of deteriorated architectural features or addition of new relief for visual interest, including addition of stucco trim or moldings
- Stucco/brick/tile replacement or installation of horizontal lap siding, board and batten, shakes, or stone veneer
- Façade treatments, including new roofline articulation, parapets and/or cornice replacement
- Extension of roofline to create a front porch or covered walkway
- Capital improvements to bring grandfathered signage, parking and planting areas into conformance with current codes.

Note: Design, drawing, and permit/inspection fee costs will not be eligible for reimbursement.



Matching Grant: The PIP offers grant funds to be matched by their equal or greater investment of private funds for the purpose of restoring/renovating residential and commercial buildings visible from the public street. This is a competitive grant awarded following an application, evaluation and review process and on a reimbursement basis. The Village will contribute up to 50% of the total Project costs with a \$5,000¹ maximum grant for eligible improvements. The Property Owner is responsible for 50% of the Project costs and any excess costs. The program operates on a reimbursement basis and the applicant is responsible for all payments to professionals, Village departments, and contractors. The Applicant must demonstrate that all necessary private financing required to complete the project is secured.

Waiver: The Land Development Director may waive certain provisions of these guidelines based on a determination of the private and public benefit of the project.

Notification: The Land Development Department reserves the right to:

1. Reject any and all applications.
2. Announce all grant commitments publicly.

Drawing/Permits: All working drawings, Village permits and regulatory agency permits will be the Applicant's sole responsibility. Detail drawings and application for permits must be completed within 90 days of approval of the Applicant's grant application. Failure to meet this deadline will result in cancellation of the Village's obligations regarding the reimbursement of any eligible past or future costs in connection with the construction of the improvements.

Bidding/Construction. Applicant shall put the job out to bid. At least three (3) competitive bids must be obtained. In order for any bid to be acceptable, it must be received from a contractor licensed to do business in the State of Florida and Palm Beach County. Applicant is responsible for

¹ Subject to Annual Budget Allocation

selecting a contractor and executing the corresponding construction agreement. **Permits for building improvements must be obtained.** All improvements must be completed within six (6) months of permit issuance or execution of grant agreement unless a written extension is granted by the Land Development Director. Applicant must agree to permit reasonable inspection during normal business hours by representatives of the Village of the property, exterior rehabilitation/improvement work, and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the work.

Failure to meet this deadline or these requirements will result in cancellation of the Village's obligations regarding the reimbursement of any eligible past or future costs in connection with the construction of the improvements.



Contractor Responsibilities: Any contractor chosen must provide all necessary expertise, equipment, materials and insurance to satisfactorily complete the respective task. Bid proposals may not be secured from and awarded to a member of the Applicant's family.

The Applicant may assume any or all contractor responsibilities if he can provide all necessary expertise, equipment and materials to complete the respective task. The Applicant, however, may not receive any reimbursement for his personal expertise and/or labor. No member of the Applicant's extended family will be reimbursed with Grant monies for unskilled labor provided. Work paid for with cash will not be reimbursed.

Maintenance Obligation: Applicant shall maintain the improvements and façade of the property in good condition and in accordance with local regulations and Florida Building Codes. The completed project in its approved design and colors for a period of five (5) years from the date of completion. Failure to maintain exterior building/property improvements, as determined by the Land Development Director, that have been awarded grant monies will result in 1) the obligation to reimburse the Village the full amount of grant funding, and 2) ineligibility of that individual or corporation to apply for future Village grants or incentives.

Grant Awards. The Village of Palm Springs anticipates that there will be more demand than available funds. Applicants will be reviewed and ranked by a Property Improvement Program Review Committee, and funding will be awarded to applications receiving the overall highest scores until the grant fund is exhausted. Should there be a lack of qualified applications, all remaining grant funds may not be awarded. Grant awards will be based on the Project's aesthetic contribution to the Village and evaluated on the following criteria:

- a) Major Renovation (30 points)
 - Rehabilitation or restoration of existing facades, which includes removal/replacement of old or worn stucco, wood, or metal surfaces, and any superficial treatment to the exterior front face or visible sides of the building.
 - Removal and replacement of front facades, particularly covering the fronts of flat roof or mansard-type roof systems, new windows/window treatments, new doorways, and removal of substandard structural elements of the façade.
- b) Project Visibility and Impact on the Village (30 points)
 - Properties along arterial and collector streets will be given priority
- c) Significant improvement to the exterior visual appearance of the subject property, structural integrity, or the functionality of the Property. (20 points)
- d) Cost/Benefit relationship between the cost of a project and the benefits gained (including level of personal investment in project) (15 points)
- e) Project Readiness. (5 points)

VILLAGE OF PALM SPRINGS PROPERTY IMPROVEMENT PROGRAM

Basic Procedures

- STEP 1: Property owner (applicant) submits application for Property Improvement Program (PIP) to Land Development Department with all required documentation.
- STEP 2: PIP Review Committee will review the submitted application for approval.
- STEP 3: Upon approval of an application, grant recipients will receive written notification of their award in the form of a commitment letter, along with an Agreement.
- STEP 4: Upon applicant signing and returning the Agreement document to the Land Development Department, construction can begin (after issuance of necessary permits).
- NOTE: **Work that has commenced prior to approval of the application cannot be paid for with Grant proceeds.**
- STEP 5: Once work is completed, final inspections passed and building permits finalized for closure, the Applicant must provide receipts for completed improvements. Work must be completed within six months. Payment from the Village will be in the form of a check to the Applicant. Grant disbursement will occur within thirty (30) days following the submittal of the receipts to the Land Development Director for verification of actual costs and approval of release of grant proceeds. Photos of completed projects may be utilized by the Village in publications and announcements.



^ original



final project ^



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the VILLAGE OF PALM SPRINGS and _____ (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 _____ (street address); and

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

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate its building façade, roof line 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, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs in the amount of \$ _____. **In no event shall the Village pay more than \$5,000.00.**
- 3) 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.
- 4) In any dispute between or among the parties, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any suit as determined by the court at trial and appellate levels.

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

APPLICANT

VILLAGE OF PALM SPRINGS

BY: _____

BY: _____

Print Name: _____

Richard J. Reade, Village Manager



Village of Palm Springs

226 Cypress Lane

Palm Springs, FL 33461

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

www.vpsfl.org

PROPERTY IMPROVEMENT PROGRAM GRANT APPLICATION (Filing Fee: \$XXX.00)

FILE # _____ FEE RECEIPT # _____

NAME OF PROPERTY OWNER _____

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: _____

EMAIL: _____ PHONE: _____

ADDRESS OF BUILDING _____

PROPERTY CONTROL NUMBER(S) _____

STREET FRONTAGE(S) OF PROPERTY: _____

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

TOTAL ESTIMATED COSTS OF PROJECT \$ _____

MATCHING GRANT NOT TO EXCEED \$ _____

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 Resolution 2015-____.

Applicant's Signature

Date: _____

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

Witness

Owner's Name (*printed*)

Phone

STATE OF FLORIDA, COUNTY OF PALM BEACH

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

Signature of person taking acknowledgement _____

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

Title or rank _____ Serial number, if any _____

(SEAL)

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.



PROPERTY IMPROVEMENT PROGRAM

Grant Application & Attachment Checklist

- ☐ Complete Application Form, including W9¹
- ☐ Proof of Ownership (e.g. Deed, Title Policy, etc.)
- ☐ Proof of Property Insurance
- ☐ Survey of the Property
- ☐ Sketches or Conceptual Drawings of the proposed improvements
- ☐ Construction Schedule
- ☐ Photographs of existing conditions of property exterior and/or the area where the work is to be performed, including abutting building(s)
- ☐ List of proposed materials and colors (*samples desirable*)
- ☐ Written professional quotes for proposed project (minimum of 3 bids). *Identify preferred contractor.*
- ☐ Documentation of source of private funding. If source is other than Applicant's readily available funds, provide a letter of commitment or other documentation indicating availability and commitment of funds.
- ☐ Copies of all submittal materials in electronic format (.pdf files on cd)

¹ Grant (reimbursement check) will be awarded in the name of the Applicant. Grant proceeds are taxable.



PROPERTY IMPROVEMENT PROGRAM

Project Completion Checklist

After the project has been completed, with satisfaction of all final inspections and issuance of a Certification of Completion, the following is required in order to process a release of grant funds:

- ☐ Submittal of legible receipts/proof of payment² for completed (eligible) improvements (*actual project costs are subject to verification*)
- ☐ Prior to reimbursement, Applicant must provide at least one photograph³ (in electronic format) of the structure/property in its renovated condition.
- ☐ W9 form, including Social Security Number or Federal Tax Identification Number of Applicant.
- ☐ Copy of executed PROPERTY IMPROVEMENT GRANT AGREEMENT
- ☐ Recipient shall receive the grant award from the Village Council at a public meeting.

² Receipts must be dated after date of grant award – materials and supplies purchased , or work conducted, prior to award date are ineligible. Illegible receipts will not be accepted for reimbursement. It is recommended that copies be made due to deterioration of receipt printing.

³ Receipt of PIP grant monies provides the Village with an implied consent to the legal use of any and all photographs of the subject property and improvements.

PROPERTY IMPROVEMENT PROGRAM

Tentative Program Timeline

July/August	Announcement of Grant Program in Village Newsletters & NewsFlash on Website
September	Deadline for Application Submittal
Sept/October	PIP Review Committee meets to rank applications
October	Grantees announced / Grant Agreements Executed
January	Deadline for Building Permit Applications
Jan/Feb	Permits Issued
August	Projects Completed / Receipts Submitted for Verification
September	Grant monies released to Applicant

2nd Round (if funds still available) (expressed cycle for "Ready" Projects)

December	Announcement of Grant Program in Village Newsletters & NewsFlash on Website
January	Deadline for Application Submittal
January	PIP Review Committee meets to rank applications
February	Grantees announced / Grant Agreements Executed
April - May	Building Permit Applications
May	Permits Issued
August	Projects Completed / Receipts Submitted for Verification
September	Grant monies released to Applicant

PIP Review Committee

The Village of Palm Springs anticipates that there will be more demand than available funds; therefore, this is a competitive grant awarded following an application, evaluation and review process. Funding will be awarded (on a reimbursement basis) to applications receiving the overall highest scores until the grant fund⁴ is exhausted. Should there be a lack of qualified applications, all remaining grant funds may not be awarded.

The PIP Review Committee will be comprised of 5 members, including Village Staff and at least one community member.

Grant awards will be based on the Project's aesthetic contribution to the Village and evaluated on the following criteria:

- a) Major Renovation (30 points)
 - Rehabilitation or restoration of existing facades, which includes removal/replacement of old or worn stucco, wood, or metal surfaces, and any superficial treatment to the exterior front face or visible sides of the building.
 - Removal and replacement of front facades, particularly covering the fronts of flat roof or mansard-type roof systems, new windows/window treatments, new doorways, and removal of substandard structural elements of the façade.
- b) Project Visibility and Impact on the Village (30 points)
 - Properties along arterial and collector streets will be given priority
- c) Significant improvement to the exterior visual appearance of the subject property, structural integrity, or the functionality of the Property. (20 points)
- d) Cost/Benefit relationship between the cost of a project and the benefits gained (including level of personal investment in project). (15 points)
- e) Project Readiness. (5 points)

⁴ Subject to annual budget allocation



Village of Palm Springs

Executive Brief

AGENDA DATE: March 12, 2015

DEPARTMENT: Land Development

ITEM #17: Resolution No. 2015-16 – Property Improvement (Matching Grant) Program

SUMMARY: Staff is presenting the details of the Property Improvement Program that was funded in this FY 2015 budget. To encourage investment in the Palm Springs community, the Village is offering a \$5,000 matching grant for structural improvements to residential and commercial properties that enhance the aesthetics and value of the subject property. The grant will be funded on a reimbursement basis.

Eligible projects will require a building permit and must be visible from the street. An objective is to select "ready" projects that can be completed within each fiscal year. Initially, grant recipients will receive their monetary award at a Village Council meeting, following completion of their improvement project.

If approved, the Land Development Department will immediately announce the program to ensure projects are able to be completed by the end of the fiscal year. The program is planned to be promoted on the Village website, factsheet/flyers, Village newsletter, April utility bills, press release, notification to contractors doing work within the Village and direct contact to property owners by Village staff (i.e., land development, code enforcement, etc.)

Staff is requesting authorization to implement the grant program.

FISCAL IMPACT:

The Village Council set aside \$150,000 in the FY 2015 budget for property improvement incentives.

ATTACHMENTS:

1. Proposed Resolution No. 2015-16
2. Proposed Property Improvement (Matching Grant) Program Fact Sheet, Grant Guidelines and Application (Draft)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Library

ITEM 6.4: Approve Library Annual Plan - FY 2020-2021

SUMMARY:

The Library staff requests approval of the Fiscal Year (FY) 2020-2021 Annual Plan of Service, which is developed to meet the requirements established by the State Library of Florida in order to qualify for State Aid grant funding. This Plan is submitted by November of each year.

By completing this Annual Plan of Service, the Village is expected to receive State Aid Grant funds (approximately \$12,451) to support the programs and services that are offered by the Library within the coming fiscal year.

The Library Board considered the proposed Annual Plan during their October 20, 2020, meeting, and recommended approval.

The proposed plan was prepared by the previous Library Director and reviewed by the Interim Library Director.

FISCAL IMPACT:

The Village is expected to receive State Aid Grant funding to support Library's programs and services within FY 2021.

Revenues:

FY 2021 - Expected Grant Award - \$12,451 (approximately).

Note: This funding has been decreasing over the past several years and is again decreasing by \$4,174 from amount received in FY 2020 (\$16,624). The proposed funding is also lower than the amount that was approved within the FY 2021 Budget due to the amount budgeted was projected prior to receiving the FY 2021 grant award amount.

ATTACHMENTS:

Proposed Village of Palm Springs Library Annual Plan of Service - FY 2021

Proposed Village of Palm Springs Library Annual Plan of Service - FY 2021 (Strike-thru Version)

Comparison Library State Aid Grants - FY 2020 & FY2021

PALM SPRINGS PUBLIC LIBRARY
ANNUAL PLAN OF SERVICE, 2020 - 2021
OCTOBER 2020



Vision

Changing Lives Through Empowerment

Mission Statement

The Palm Springs Public Library provides an enjoyable environment for our local community through service, creativity, and technology innovation.

Summary of Services

The library has welcoming spaces in its 12,000 square foot building. The library is a place where members of our community can explore, create, and relax. There are over 50,000 physical items, over 8000 eBooks in English, Spanish, and other languages as well as 24 public computers. The library also offers interlibrary loan service, Internet, wireless, and meeting space for community groups. The residents of the Village have access to more than one million items from the libraries of the Library Cooperative of the Palm Beaches through reciprocal borrowing agreements. Other library services include classes and events on a variety of topics for all ages. Our Bilingual Preschool Storytime and other programs instill the love of reading, strengthen reading skills, inspire, educate, and validate our surrounding community. The library is the heart of the Village and provides spaces for a neutral forum and civic education.

In order to fulfill this mission, the Palm Springs Public Library will focus on the following key areas:

- The Library will be a COMMUNITY CENTERED ORGANIZATION.
- The Library will be a CENTER OF KNOWLEDGE, EDUCATION AND LIFELONG LEARNING.
- The Library will provide a space and resources to connect with POPULAR CULTURE and be a CIVIC ENGAGEMENT COMMUNITY CENTER.
- The Library will pursue ways to support E-GOVERNMENT AND ECONOMIC DEVELOPMENT.
- The Library will be a CENTER FOR CHILD AND TEEN LITERACY DEVELOPMENT.
- The Library will pursue activities in order to be a SUSTAINABLE ORGANIZATION.

COMMUNITY CENTERED ORGANIZATION

- The library will continue to provide a high level of customer service to all patrons of the library in 2020-2021.
- The library will continue to collaborate with schools and other community organizations and coordinate events such as Florida City Government Month and Read for the Record for the children of Palm Springs in 2020-2021.
- The library's website will continue to be a virtual extension providing information and online library services such as Florida Electronic Library, Cloud Library, and Mango Language Learning available at all times in 2020-2021.
- The library will continue to provide a free public space for research, study, meeting and gathering, and for educational and recreational programs and events in 2020-2021 when it is deemed safe to do so.
- The library will continue to provide Internet and wireless connections in 2020-2021.
- The library will continue to assist the non-English speakers and persons with disabilities in order to ensure our entire community is able to utilize library services in 2020-2021.
 - o The library will promote the Talking Book service from the National Library Service for the blind and physically handicapped in 2020-2021.
 - o The library will promote the Books-By-Mail service by Palm Beach County Library System, which is available for all eligible residents who cannot visit our library because of a physical disability, long-term illness, or lack of transportation in 2020-2021.

CENTER OF KNOWLEDGE, EDUCATION AND LIFELONG LEARNING

- The library materials collection will continue to meet the information, education, entertainment, and lifelong learning needs of residents through collections of materials and resources in various formats in 2020-2021.
- The library will continue to evaluate its collections to determine strengths and weaknesses and will act on that information to make improvements in 2020-2021.
- The library will schedule digital literacy training for residents and Village Staff in 2020-2021.

- The library will schedule classes on navigating educational and health and wellness resources in 2020-2021.
- The library will continue to offer Spanish book discussion group Tertulias Literarias and English Café in 2020-2021.

POPULAR CULTURE AND CIVIC ENGAGEMENT COMMUNITY CENTER

- The library will function as a community center by providing social, cultural and civic programs such as the *Cultural Tapestry* series, Chalk Art Festival, and others in 2020-2021.
- The library will continue to offer a variety of programming for adults through its “Friends of the Library” partner organizations such as: Folk Club, Bloomin’ Violets, Garden Club, and Society of Children’s Authors and Illustrators to address the intellectual and personal development needs of community adults in 2020-2021 when it is deemed safe to continue those programs.
- The library will continue to provide other organizations and groups access to its facilities for cultural presentations and community activities in 2020-2021 when it is deemed safe to do so.
- Library programs will continue to be open to all and be offered at a variety of times to meet differing community needs in 2020-2021.

E-GOVERNMENT AND ECONOMIC DEVELOPMENT

- The library will offer access to technology that connects library patrons to government resources at the city, county, state and federal level in 2020-2021.
- The library will continue to update the technology plan to advance digital inclusion and innovation goals in 2020-2021.
- The library will pursue staff training in various technology topics and in order to assist people with e-government needs in 2020-2021.
- The library will continue to support workforce development in 2020-2021.
- The library will assist in achieving the Village’s goal of promoting economic re-development in 2020-2021.

CENTER FOR CHILD AND TEEN LITERACY DEVELOPMENT

- The library will continue to offer materials in current formats and shelved in separate collections for reading, viewing and listening by children and teens in 2020-2021.
- The library will continue to provide access to computers with Internet access for the exclusive use of children in 2020-2021.
- The library will continue to provide early literacy skills through weekly Bilingual Preschool Storytime and other library programs in 2020-2021 virtually until it is safe to do so in person.
- The library will continue to encourage children and teens to develop a love of reading by providing library enrichment and educational activities as well as summer reading programs and services in 2020-2021.
- The library will engage teens and provide them with leadership and volunteer opportunities through the Teen Advisory Board and other programs in 2020-2021.

- The library will continue to provide a variety of reading skills, language arts and poetry instruction through the “PAWS to Read” and other library programs in 2020-2021.
- The library will continue to provide STEAM (Science, Technology, Engineering, Art, Math) education through new partnerships with area teachers, GLITZ (Girls Learning Innovation Together Zone), and other programming in 2020-2021.
- The library will continue to partner with the Police Athletic/ Activities League Mentoring Program for elementary students and provide a space and research assistance for the program 2020-2021.

SUSTAINABLE ORGANIZATION

- The Library Director with input from library staff, the Village Manager, the Library Advisory Board, the Village Council and the community will continue to evaluate and improve the library's strategic and long-term plans in 2020-2021.
- The library will continue to be proactive in areas of improvement such as facilities, operations, technology, curriculum, programming, and partnerships in 2020-2021.
- The library staff, Friends of the Palm Springs Public Library, Library Advisory Board, Village Council and Village of Palm Springs Manager, and Village staff will advocate the library to the surrounding community to ensure that residents are aware of the library's value to them as an integral part of the life of the community in 2020-2021.

LIBRARY BOARD

Michelle Dunlap, Chair

Robin J. Hughes, Vice Chair

Lenore DiRienzo, Board Member

Karen Gebo, Board Member

PALM SPRINGS PUBLIC LIBRARY
ANNUAL PLAN OF SERVICE, 2019–2020
SEPTEMBER 2019



Vision

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POPULAR CULTURE AND CIVIC ENGAGEMENT COMMUNITY CENTER

- The library will function as a community center by providing social, cultural and civic programs such as the *Cultural Tapestry* series, ~~CCG (Collectible Card Games) Club, and Chalk Art Festival and others~~ in ~~2019-2020~~.
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- The library will offer access to technology that connects library patrons to government resources at the city, county, state and federal level in ~~2019-2020~~.
- The library ~~has a new updated~~ **will continue to update** the technology plan to advance digital inclusion and innovation goals in ~~2019-2020~~.
- The library will pursue staff training in various technology topics and in order to assist people with e-government needs in ~~2019-2020~~.
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- The library will continue to provide STEAM (Science, Technology, Engineering, Art, Math) education **through new partnerships with area teachers** ~~the new “Tomorrow’s Engineers” PLA iii Grant program, GLITZ (Girls Learning Innovation Together Zone), and other programming in 2019-2020.~~
- The library will continue to partner with the Police Athletic/ Activities League Mentoring Program for elementary students and provide a space and research assistance for the program ~~2019-2020~~.

SUSTAINABLE ORGANIZATION

- The Library Director with input from library staff, the Village Manager, the Library Advisory Board, the Village Council and the community will continue to evaluate and improve the library's strategic and long-term plans in ~~2019-2020~~.
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- The library staff, Friends of the Palm Springs Public Library, Library Advisory Board, Village Council and Village of Palm Springs Manager, and Village staff will advocate the library to the surrounding community to ensure that residents are aware of the library's value to them as an integral part of the life of the community in ~~2019-2020~~.

LIBRARY DIRECTOR

Suvi Manner, ~~MLS, MA Ed.~~

LIBRARY BOARD

Michelle Dunlap, Chair

Robin J. Hughes, Vice Chair

Frances Storey, Board Member

~~David Devor, Board Member~~

Lenore DiRienzo, Board Member

~~Megan Wade, Board Member~~

Karen Gebo, Board Member

Division of Library and Information Services
Comparison of FY2019-20 Final Grants
with FY2020-21 Estimated Grants
3/8/2020

	2019-20 Grants			2020-21 Estimated Grants			Difference
	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION	
OSCEOLA	166,122	0	166,122	124,417	0	124,417	(41,705)
PALM BEACH	1,007,606	0	1,007,606	754,643	0	754,643	(252,963)
PASCO	161,774	0	161,774	121,160	0	121,160	(40,614)
PINELLAS	704,963	0	704,963	527,980	0	527,980	(176,983)
POLK	268,410	0	268,410	201,025	0	201,025	(67,385)
PUTNAM	10,003	135,256	145,259	7,492	107,341	114,833	(30,426)
SAINT JOHNS	139,504	0	139,504	104,481	0	104,481	(35,023)
SAINT LUCIE	113,257	0	113,257	84,824	0	84,824	(28,434)
SANTA ROSA	45,228	0	45,228	33,873	0	33,873	(11,355)
SARASOTA	290,849	0	290,849	217,830	0	217,830	(73,019)
SEMINOLE	142,535	0	142,535	106,751	0	106,751	(35,784)
SUMTER	63,474	0	63,474	47,538	0	47,538	(15,935)
SUWANNEE	28,431	589,107	617,538	21,293	467,525	488,818	(128,720)
TAYLOR	5,018	70,905	75,923	3,759	56,271	60,030	(15,894)
UNION	3,106	89,488	92,594	2,326	71,019	73,345	(19,249)
VOLUSIA	379,985	0	379,985	284,589	0	284,589	(95,397)
WAKULLA	7,928	112,192	120,120	5,938	89,038	94,975	(25,145)
WALTON	19,083	0	19,083	14,292	0	14,292	(4,791)
WASHINGTON	8,215	233,941	242,156	6,153	185,659	191,812	(50,344)
ALTAMONTE SPRINGS	10,555		10,555	7,905		7,905	(2,650)
APALACHICOLA	2,219		2,219	1,662		1,662	(557)
BOYNTON BEACH	59,888		59,888	44,853		44,853	(15,035)
DELRAY BEACH	54,356		54,356	40,710		40,710	(13,646)
FORT MYERS BEACH	23,330		23,330	17,473		17,473	(5,857)
HIALEAH	37,406		37,406	28,015		28,015	(9,391)
INDIAN ROCKS BEACH	0		0	0		0	
LAKE PARK	6,119		6,119	4,583		4,583	(1,536)
LAKE WORTH BEACH	0		0	0		0	0
LANTANA	4,425		4,425	3,314		3,314	(1,111)
MAITLAND	17,758		17,758	13,299		13,299	(4,458)
NEW PORT RICHEY	21,980		21,980	16,462		16,462	(5,518)
NORTH MIAMI	24,828		24,828	18,595		18,595	(6,233)
NORTH MIAMI BEACH	20,447		20,447	15,314		15,314	(5,133)
NORTH PALM BEACH	19,179		19,179	14,364		14,364	(4,815)
OAKLAND PARK	16,983		16,983	12,720		12,720	(4,264)
PALM SPRINGS	16,624		16,624	12,451		12,451	(4,174)
RIVIERA BEACH	22,612		22,612	16,935		16,935	(5,677)
SANIBEL	37,469		37,469	28,063		28,063	(9,407)
WEST PALM BEACH	105,471		105,471	78,992		78,992	(26,479)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Police

ITEM 6.5: Authorize Police Forfeiture Fund Expenditure - Automated External Defibrillators - Police Department (FY 2021)

SUMMARY:

The Police Department requests to use forfeiture funds to purchase seven (7) new G5 Fully Automatic Automated External Defibrillators (AED) to be installed/maintained within our police vehicles for emergency purposes. These new devices, if approved, would continue the Village's efforts to provide equipment to our officers to help protect our citizens and visitors.

The Police Department solicited written quotes (see below) from three (3) vendors and is recommending purchase from Team Life, Inc. for seven (7) AED's and associated accessories:

Team Life, Inc.	\$ 9,999
Zoll Medical Corporation	\$10,465
Blaze Emergency Equipment Company	\$11,145

Note: The proposed request to purchase is not within the current year's approved Police Department budget, but would be funded with available forfeiture funding.

This expenditure complies with Florida State Statute 932.7055 (5a) that specifically states, in part, that these funds shall be used for "law enforcement purposes, which include... purchasing automated external defibrillators for use in law enforcement vehicles."

The proposed request is recommended by the Police Chief and has been reviewed by the Village Attorney.

FISCAL IMPACT:

Funding to support this \$9,999.00 expenditure is available and has been planned for through

the police department's Forfeiture Fund account.

ATTACHMENTS:

Price Quote - Seven (7) Automated External Defibrillators (AED) - Team Life, Inc.

Price Quote Comparison - Seven (7) Automated External Defibrillators (AED) - Village of Palm Springs



TEAM LIFE, INC.
 291 Route 34, Suite B
 Colts Neck, NJ 07722-1114
 (732) 946-4243

Quote

Date Number

10/2/2020

8599

Bill To:

Village of Palm Springs
 Accounts Payables
 230 Cypress Lane
 Palm Springs, FL 33461

Ship To:

Palm Springs Police Department
 Frank Castro
 230 Cypress Lane
 Palm Springs, FL 33461

Terms

Rep

Quote Valid for

Net 30

MSO

30 days

Qty	Description	Price	Total
	NASPO Pricing-#SW300		
7	G5 Fully Automatic AED Slim Package: Package includes	1,645.00	11,515.00
7	G5 Adult iCPR Electrode	0.00	0.00
7	Cardiac Science Universal AED Ready Kit. Kit includes gloves (M/L), razor, scissors, paper towel (2), gauze CPR mask with one-way valve.	0.00	0.00
7	Powerheart G5 Carry Sleeve	0.00	0.00
	Team Life Discount	-1,516.00	-1,516.00

We truly hope to gain your business.

Web Site www.teamlife.com

Subtotal \$9,999.00

Sales Tax (0.0%) \$0.00

Total \$9,999.00

Please sign below and date to accept & place order

Signature

Accepted Date:



TO: VILLAGE OF PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Attn: **Frank Castro**

email: fcastro@vpsfl.org

Tel: 561-304-4850

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 359299 V:1

DATE: October 07, 2020

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	G5 A- 80 C- S	Powerheart G5 AED, Fully Auto with ICPR, Dual Language (1) G5 Fully Auto with ICPR, Dual Language (US English/LatAm Spanish) AED (1) G5 Intellisense® Battery (1) Set of G5 Intellisense™ CPR Feedback Adult Defibrillation Pads (1) Powerheart G5 Standard Carry Sleeve (1) AED Manager (1) USB Cable, (1) Printed G5 User Guide, Steps To Rescue, Getting Started (ENG), (1 set) Printed G5 User Guide, Steps To Rescue, Getting Started (ESP), and Multi-Lingual Electrode Instructions For Use	7	\$2,255.00	\$1,495.00	\$10,465.00 *
2	UKI T001A	Universal Ready Kit Includes: Nitrile gloves (M/L), razor, scissors, paper towel (x 2) and one-way filter CPR mask. Rugged pouch protects items in demanding environments.	7	\$61.00		No charge
*Reflects Discount Pricing.						

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$10,465.00

Rob Williams
Territory Manager

1. DELIVERY WILL BE MADE 90-120 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

**BLAZE EMERGENCY
EQUIPMENT COMPANY**
102 Firehouse Rd
Browns Mills, NJ 08015 US
(609)893-3600
info@blazeemergency.com
www.blazeemergency.com



Estimate

ADDRESS

Palm Springs Police Department
230 Cypress Lane
Palm Springs, FL 33461

SHIP TO

Palm Springs Police Department
230 Cypress Lane
Palm Springs, FL 33461

ESTIMATE #	DATE	
3038	10/05/2020	

SALES REP
TH

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/05/2020	G5 - Fully Automatic G5 Auto SLIM Package (1) G5 Fully Auto dual English/Spanish AED , (1)- G5 IntelliSense Battery, (1) Set ICPR Electrode, (1) G5 Carry sleeve, (1) AED mgr., (1) USB cable, (1 set) printed G5 user guide	7	1,575.00	11,025.00

SHIPPING IS NOT INCLUDED IN ESTIMATE - FINAL INVOICE WILL REFLECT SHIPPING COST.

SUBTOTAL	11,025.00
SHIPPING	120.00
TOTAL	\$11,145.00

Accepted By

Accepted Date

PLEASE NOTE NEW ADDRESS

VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS, FLORIDA 33461

PURCHASING QUOTE DOCUMENTATION

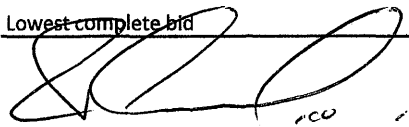
Item to be purchased: Seven (7) G5 Full Automatic AED's Slim Package		Date: 10/10/2020
		Department: Police
Quote #	Vendor name, phone # & contact	Quoted Amount
1	Team Life	\$9,999.00
2	Zoll	\$10,465.00
3	Blace Emergency Equipment	\$11,145.00

Vendor

Selected: Team Life

Reason: Lowest complete bid

Approved:


Department Head

Note : Attach quotes to this summary sheet



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Police

ITEM 6.6: Authorize Vehicle Purchase - Piggyback – Police Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Garber Chevrolet)

SUMMARY:

The Police Department has a need to purchase vehicles to support the daily operational policing services and activities that are provided to our community. To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Sheriffs Association & Florida Association of Counties contract that was awarded to various vendors (including Garber Chevrolet). This selection by the Sheriffs' Association & Florida Association of Counties was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA20-VEL28.0 – October 1, 2020).

Within the FY 2021 budget, the Village Council approved \$325,000 to be used for the purchase of five (5) police vehicles and four (4) unmarked vehicles. Through the Sheriffs Association & Florida Association of Counties bid, the Police Department was able to obtain the following vehicle pricing:

- Five (5) 2021 Chevrolet Tahoe 1500 marked vehicles \$168,495

Note: The remaining balance of the approved FY 2021 budgeted funding will be utilized to purchase the remaining four (4) unmarked vehicles utilizing the Sheriffs Association & Florida Association of Counties bid/contract from four (4) different (but approved) vendors for less than \$25,000 threshold requiring Council approval. Additionally, funding for the purchase of graphics and other related equipment to be installed within these vehicles will be supported by the remaining balance [after purchase of the nine (9) approved vehicles] within the FY 2021 Budget - General Fund.

If approved, the Village would accept Garber Chevrolet's pricing by piggybacking the Sheriffs Association & Florida Association of Counties' contract including all terms, conditions and pricing therein. The term of the contract will expire on September 30, 2022. 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 piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed vehicle purchase was reviewed by the Village Attorney, the Police Chief, PD Support Services Manager and the Finance Director.

The Village has purchased from this manufacturer previously and received excellent references from a number of law enforcement agencies.

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - General Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Vehicles - General Fund	\$325,000
FY 2021 Approved Budget - In-Car Cameras - General Fund	\$ 33,000
Total Project Funding - General Fund	\$358,000

<u>Expected Project Costs:</u>	<u>Amount</u>
Total Vehicle Request - 5 Vehicles	\$168,495.00
Total Safety Equipment - 5 Vehicles	\$ 44,280.60
Total In-Car Camera Cost - 5 Vehicles	\$ 27,383.75
Total Project Request/Cost - General Fund	\$240,159.35

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:

Invitation to Bid/Advertisement Solicitation Announcement (FSA20-VEL28.0)

Police Car Fittings Quote Strobes-R-Us

Award Letter FSA20-VEL28.0

Invitation to Piggyback

Vehicle Quotes



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

FSA20-VEH18.0 Heavy Trucks and Equipment

FSA20-VEL28.0 Contract Period: October 1, 2020 – September 30, 2021

FSA20-VEH18.0 Contract Period: October 1, 2020 – TBD

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23302

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 CHEVY SILVERADO #234			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 CHEVY 1500 SILVERADO, VEHICLE # 234 **NO RADIO, NO CAGE, NO GUN LOCK, USE OEM CONSOLE **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
HHS3200	WHELEN HAND-HELD SIREN SYSTEM. NEW CONFIGURATION REPLACES HHS2200. WHELEN LIST \$ 599.00 EACH	1	329.45	329.45
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK65	SA315P BRACKET Chevy 1500 SILVERADO, 2019, PASS OR DRIVER Side INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate

Date	Estimate #
10/21/2020	23297

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 CAMRY ADMIN # 236			
Product	Description	Qty	Cust. Price	Total
	**PRICES PER BSO CONTRACT # 18006AG **THIS QUOTE IS FOR (1) 2021 TOYOTA CAMRY ADMIN POLICE, VEHICLE # 236 **			
HHS3200	WHELEN HAND-HELD SIREN SYSTEM (WHELEN LIST \$ 599.00 EACH)	1	329.45	329.45
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount (D&R, NON-CONTRACT ITEM)	1	48.75	48.75
SA315P	SA315P SPEAKER, BLACK PLASTIC (WHELEN LIST \$ 265.00 EACH)	1	145.75	145.75
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET (INCLUDED WITH SA315P)	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED (WHELEN LIST \$ 135.00 EACH)	1	74.25	74.25
TLIB	ION T-SERIES LINEAR LT BLUE (WHELEN LIST \$ 135.00 EACH)	1	74.25	74.25
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 (NON CONTRACT ITEM)	2	6.95	13.90
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) (SIGNAL VEHICLE LIST \$ 243.02 EACH)	2	131.45	262.90
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) (SIGNAL VEHICLE LIST \$ 243.02 EACH)	2	131.45	262.90
VTX609R	VERTEX SUPER-LED LIGHT RED (WHELEN LIST \$ 113.00 EACH)	2	62.15	124.30
VTX609B	VERTEX SUPER-LED LIGHT BLUE (WHELEN LIST \$ 113.00 EACH)	2	62.15	124.30
INSTALL	CUSTOM INSTALLATION PER HOUR	14	55.00	770.00
		Sales Tax (7.00%)		
		\$0.00		
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23299

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 PATHFINDER ADMIN # 237			
Product	Description	Qty	Cust. Price	Total
	**PRICES PER BSO CONTRACT # 18006AG **THIS QUOTE IS FOR (1) 2021 NISAN PATHFINDER ADMIN POLICE VEHICLE, VEHICLE # 237 **			
HHS3200	WHELEN HAND-HELD SIREN SYSTEM (WHELEN LIST \$ 599.00 EACH)	1	329.45	329.45
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount (D&R, NON-CONTRACT ITEM)	1	48.75	48.75
SA315P	SA315P SPEAKER, BLACK PLASTIC (WHELEN LIST \$ 265.00 EACH)	1	145.75	145.75
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET (INCLUDED WITH SA315P)	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED (WHELEN LIST \$ 135.00 EACH)	1	74.25	74.25
TLIB	ION T-SERIES LINEAR LT BLUE (WHELEN LIST \$ 135.00 EACH)	1	74.25	74.25
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 (NON CONTRACT ITEM)	2	6.95	13.90
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) (SIGNAL VEHICLE LIST \$ 243.02 EACH)	2	131.45	262.90
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) (SIGNAL VEHICLE LIST \$ 243.02 EACH)	2	131.45	262.90
VTX609R	VERTEX SUPER-LED LIGHT RED (WHELEN LIST \$ 113.00 EACH)	2	62.15	124.30
VTX609B	VERTEX SUPER-LED LIGHT BLUE (WHELEN LIST \$ 113.00 EACH)	2	62.15	124.30
INSTALL	CUSTOM INSTALLATION PER HOUR	14	55.00	770.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23335

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #229			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 229 **QUOTE MODIFIED ON 10/21/2021 **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM WHELEN LIST \$1,004.95 EACH	1	552.72	552.72
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER2	HIDEAWAY LED ADAPTER FOR: TAHOE REAR S/T/T	2	10.45	20.90
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23336

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 230 **QUOTE MODIFIED ON 10/21/2021 **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM WHELEN LIST \$1,004.95 EACH	1	552.72	552.72
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER2	HIDEAWAY LED ADAPTER FOR: TAHOE REAR S/T/T	2	10.45	20.90
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23337

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 231 **QUOTE MODIFIED ON 10/21/2021 **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM WHELEN LIST \$1,004.95 EACH	1	552.72	552.72
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER2	HIDEAWAY LED ADAPTER FOR: TAHOE REAR S/T/T	2	10.45	20.90
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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POMPANO BEACH, FL 33069

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Date	Estimate #
10/21/2020	23338

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 232 **QUOTE MODIFIED ON 10/21/2021 **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM WHELEN LIST \$1,004.95 EACH	1	552.72	552.72
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER2	HIDEAWAY LED ADAPTER FOR: TAHOE REAR S/T/T	2	10.45	20.90
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 233 **QUOTE MODIFIED ON 10/21/2021 **			
IW2BR-FSA	LIBERTY II WC 54" B/R/B/R (SEE ATTACHED CONFIGURATION SHEET) PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN WHELEN LIST \$ 2355.91 EACH	1	1,295.75	1,295.75
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDED WITH LIGHTBAR # STPKT (INCLUDE WITH LIGHTBAR) INCLUDED WITH LIGTBAR	1	0.00	0.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM WHELEN LIST \$1,004.95 EACH	1	552.72	552.72
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$265.00 EACH	1	145.75	145.75
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED WITH SA315P	1	0.00	0.00
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 135.00 EACH	2	74.25	148.50
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	8.95	17.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER2	HIDEAWAY LED ADAPTER FOR: TAHOE REAR S/T/T	2	10.45	20.90
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-6B 2R	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 6 BLUE AND 2 RED PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	6.95	13.90
C-VS-1012-TAH	2021 CHEVY TAHOE High & Wide (Angled) - CONSOLE HAVIS LIST \$ 705.00 EACH	1	458.25	458.25
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-1	1" Filler Plate INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-4	4" Filler Plate (INCLUDED WITH CONSOLE) INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST \$ 62.11 EACH) INCLUDED WITH CONSOLE	1	40.37	40.37
C-CUP2-I	Internal cup holders 4" HAVIS LIST \$ 45.42 EACH	1	29.52	29.52
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 47.59 EACH	1	30.93	30.93
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 127.67 EACH	1	82.99	82.99
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 340.55 EACH	1	221.36	221.36
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 128.70 EACH)	1	83.66	83.66
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Official Estimate



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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	9.86	9.86
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 993.00 EACH	1	744.75	744.75
S5705T21	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE PRO-GARD LIST \$ 1300.00 EACH	1	975.00	975.00
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	198.00	198.00
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 289.95 EACH	1	231.96	231.96
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich NON CONTRACT ITEM BY MAXXIMA	1	88.92	88.92
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS WITH ADAPTER (HERO PART NUMBER UNKNOWN FOR 2021 TAHOE FRONT HEADLIGHTS) INSTALL (2) HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER-10 IN TAIL LIGHTS INSTALL FULL 8-POD COMMANDER REAR WINDOW STICK, WIRE FOR WARNING AND TA B/R/B/B/B/B/R/B INSTALL CENCOM SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING, COPY PREVIOUS BUILD PROGRAM INSTALL BREAKER HIGH AMP IGNITION CUT OF RELAY, INSTALL FULL CENTER CONSOLE COSISTING OF: (PART NUMBER UNKNOWN FOR 2021 TAHOE) (1) 12VT PLATE WITH 3-12VT OUTLETS (1) DUAL CUP HOLDER (1) ARMREST INSTALL C-HDM-214 ON SIDE OF CONSOLE INSTALL C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS OF 2018 UTILITY FOR MOUNTING LOCATION PLEASE REFER TO SERVER PICS OF PREVIOUS BUILD FOR QUESTIONS REGARDING EXACT PLACEMENT INSTALL AND MOUNT PRO-GARD FRONT PARTITION ABS SEAT WINDOW BARS REAR CARGO BARRIER			
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Official Estimate



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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
INSTALL	MOUNT SANTA CRUZ GUN LOCK HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$8,856.12
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$8,856.12
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-6B 2R	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 6 BLUE AND 2 RED PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	6.95	13.90
C-VS-1012-TAH	2021 CHEVY TAHOE High & Wide (Angled) - CONSOLE HAVIS LIST \$ 705.00 EACH	1	458.25	458.25
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-1	1" Filler Plate INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-4	4" Filler Plate (INCLUDED WITH CONSOLE) INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST \$ 62.11 EACH) INCLUDED WITH CONSOLE	1	40.37	40.37
C-CUP2-I	Internal cup holders 4" HAVIS LIST \$ 45.42 EACH	1	29.52	29.52
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 47.59 EACH	1	30.93	30.93
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 127.67 EACH	1	82.99	82.99
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 340.55 EACH	1	221.36	221.36
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 128.70 EACH)	1	83.66	83.66
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	9.86	9.86
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 993.00 EACH	1	744.75	744.75
S5705T21	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE PRO-GARD LIST \$ 1300.00 EACH	1	975.00	975.00
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	198.00	198.00
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 289.95 EACH	1	231.96	231.96
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich NON CONTRACT ITEM BY MAXXIMA	1	88.92	88.92
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS WITH ADAPTER (HERO PART NUMBER UNKNOWN FOR 2021 TAHOE FRONT HEADLIGHTS) INSTALL (2) HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER-10 IN TAIL LIGHTS INSTALL FULL 8-POD COMMANDER REAR WINDOW STICK, WIRE FOR WARNING AND TA B/R/B/B/B/B/R/B INSTALL CENCOM SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING, COPY PREVIOUS BUILD PROGRAM INSTALL BREAKER HIGH AMP IGNITION CUT OF RELAY, INSTALL FULL CENTER CONSOLE CONSISTING OF: (PART NUMBER UNKNOWN FOR 2021 TAHOE) (1) 12VT PLATE WITH 3-12VT OUTLETS (1) DUAL CUP HOLDER (1) ARMREST INSTALL C-HDM-214 ON SIDE OF CONSOLE INSTALL C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS OF 2018 UTILITY FOR MOUNTING LOCATION PLEASE REFER TO SERVER PICS OF PREVIOUS BUILD FOR QUESTIONS REGARDING EXACT PLACEMENT INSTALL AND MOUNT PRO-GARD FRONT PARTITION ABS SEAT WINDOW BARS REAR CARGO BARRIER			
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23338

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
INSTALL	MOUNT SANTA CRUZ GUN LOCK HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$8,856.12
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$8,856.12
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23337

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-6B 2R	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 6 BLUE AND 2 RED PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	6.95	13.90
C-VS-1012-TAH	2021 CHEVY TAHOE High & Wide (Angled) - CONSOLE HAVIS LIST \$ 705.00 EACH	1	458.25	458.25
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-1	1" Filler Plate INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-4	4" Filler Plate (INCLUDED WITH CONSOLE) INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST \$ 62.11 EACH) INCLUDED WITH CONSOLE	1	40.37	40.37
C-CUP2-I	Internal cup holders 4" HAVIS LIST \$ 45.42 EACH	1	29.52	29.52
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 47.59 EACH	1	30.93	30.93
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 127.67 EACH	1	82.99	82.99
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 340.55 EACH	1	221.36	221.36
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 128.70 EACH)	1	83.66	83.66
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	9.86	9.86
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 993.00 EACH	1	744.75	744.75
S5705T21	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE PRO-GARD LIST \$ 1300.00 EACH	1	975.00	975.00
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	198.00	198.00
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 289.95 EACH	1	231.96	231.96
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich NON CONTRACT ITEM BY MAXXIMA	1	88.92	88.92
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS WITH ADAPTER (HERO PART NUMBER UNKNOWN FOR 2021 TAHOE FRONT HEADLIGHTS) INSTALL (2) HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER-10 IN TAIL LIGHTS INSTALL FULL 8-POD COMMANDER REAR WINDOW STICK, WIRE FOR WARNING AND TA B/R/B/B/B/B/R/B INSTALL CENCOM SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING, COPY PREVIOUS BUILD PROGRAM INSTALL BREAKER HIGH AMP IGNITION CUT OF RELAY, INSTALL FULL CENTER CONSOLE COSISTING OF: (PART NUMBER UNKNOWN FOR 2021 TAHOE) (1) 12VT PLATE WITH 3-12VT OUTLETS (1) DUAL CUP HOLDER (1) ARMREST INSTALL C-HDM-214 ON SIDE OF CONSOLE INSTALL C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS OF 2018 UTILITY FOR MOUNTING LOCATION PLEASE REFER TO SERVER PICS OF PREVIOUS BUILD FOR QUESTIONS REGARDING EXACT PLACEMENT INSTALL AND MOUNT PRO-GARD FRONT PARTITION ABS SEAT WINDOW BARS REAR CARGO BARRIER			
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
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Official Estimate



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Bill To:
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Ship To:
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Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
INSTALL	MOUNT SANTA CRUZ GUN LOCK HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$8,856.12
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$8,856.12
Phone #	Fax #	E-mail	Web Site	
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POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23336

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-6B 2R	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 6 BLUE AND 2 RED PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	6.95	13.90
C-VS-1012-TAH	2021 CHEVY TAHOE High & Wide (Angled) - CONSOLE HAVIS LIST \$ 705.00 EACH	1	458.25	458.25
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-1	1" Filler Plate INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-4	4" Filler Plate (INCLUDED WITH CONSOLE) INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST \$ 62.11 EACH) INCLUDED WITH CONSOLE	1	40.37	40.37
C-CUP2-I	Internal cup holders 4" HAVIS LIST \$ 45.42 EACH	1	29.52	29.52
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 47.59 EACH	1	30.93	30.93
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 127.67 EACH	1	82.99	82.99
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 340.55 EACH	1	221.36	221.36
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 128.70 EACH)	1	83.66	83.66
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23336

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	9.86	9.86
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 993.00 EACH	1	744.75	744.75
S5705T21	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE PRO-GARD LIST \$ 1300.00 EACH	1	975.00	975.00
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	198.00	198.00
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 289.95 EACH	1	231.96	231.96
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich NON CONTRACT ITEM BY MAXXIMA	1	88.92	88.92
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS WITH ADAPTER (HERO PART NUMBER UNKNOWN FOR 2021 TAHOE FRONT HEADLIGHTS) INSTALL (2) HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER-10 IN TAIL LIGHTS INSTALL FULL 8-POD COMMANDER REAR WINDOW STICK, WIRE FOR WARNING AND TA B/R/B/B/B/B/R/B INSTALL CENCOM SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING, COPY PREVIOUS BUILD PROGRAM INSTALL BREAKER HIGH AMP IGNITION CUT OF RELAY, INSTALL FULL CENTER CONSOLE COSISTING OF: (PART NUMBER UNKNOWN FOR 2021 TAHOE) (1) 12VT PLATE WITH 3-12VT OUTLETS (1) DUAL CUP HOLDER (1) ARMREST INSTALL C-HDM-214 ON SIDE OF CONSOLE INSTALL C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS OF 2018 UTILITY FOR MOUNTING LOCATION PLEASE REFER TO SERVER PICS OF PREVIOUS BUILD FOR QUESTIONS REGARDING EXACT PLACEMENT INSTALL AND MOUNT PRO-GARD FRONT PARTITION ABS SEAT WINDOW BARS REAR CARGO BARRIER			
			Sales Tax (7.00%)	\$0.00
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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
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Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
INSTALL	MOUNT SANTA CRUZ GUN LOCK HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$8,856.12
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$8,856.12
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Official Estimate



Date	Estimate #
10/21/2020	23335

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
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Reference	2021 TAHOE PATROL #229			
Product	Description	Qty	Cust. Price	Total
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-6B 2R	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 6 BLUE AND 2 RED PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	6.95	13.90
C-VS-1012-TAH	2021 CHEVY TAHOE High & Wide (Angled) - CONSOLE HAVIS LIST \$ 705.00 EACH	1	458.25	458.25
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-1	1" Filler Plate INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-4	4" Filler Plate (INCLUDED WITH CONSOLE) INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST \$ 62.11 EACH) INCLUDED WITH CONSOLE	1	40.37	40.37
C-CUP2-I	Internal cup holders 4" HAVIS LIST \$ 45.42 EACH	1	29.52	29.52
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 47.59 EACH	1	30.93	30.93
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 127.67 EACH	1	82.99	82.99
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 340.55 EACH	1	221.36	221.36
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 128.70 EACH)	1	83.66	83.66
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2021 TAHOE PATROL #229			
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D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 993.00 EACH	1	744.75	744.75
S5705T21	Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE PRO-GARD LIST \$ 1300.00 EACH	1	975.00	975.00
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	198.00	198.00
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 289.95 EACH	1	231.96	231.96
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich NON CONTRACT ITEM BY MAXXIMA	1	88.92	88.92
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23335

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #229			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS WITH ADAPTER (HERO PART NUMBER UNKNOWN FOR 2021 TAHOE FRONT HEADLIGHTS) INSTALL (2) HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER-10 IN TAIL LIGHTS INSTALL FULL 8-POD COMMANDER REAR WINDOW STICK, WIRE FOR WARNING AND TA B/R/B/B/B/B/R/B INSTALL CENCOM SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING, COPY PREVIOUS BUILD PROGRAM INSTALL BREAKER HIGH AMP IGNITION CUT OF RELAY, INSTALL FULL CENTER CONSOLE COSISTING OF: (PART NUMBER UNKNOWN FOR 2021 TAHOE) (1) 12VT PLATE WITH 3-12VT OUTLETS (1) DUAL CUP HOLDER (1) ARMREST INSTALL C-HDM-214 ON SIDE OF CONSOLE INSTALL C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS OF 2018 UTILITY FOR MOUNTING LOCATION PLEASE REFER TO SERVER PICS OF PREVIOUS BUILD FOR QUESTIONS REGARDING EXACT PLACEMENT INSTALL AND MOUNT PRO-GARD FRONT PARTITION ABS SEAT WINDOW BARS REAR CARGO BARRIER			
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23335

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #229			
Product	Description	Qty	Cust. Price	Total
INSTALL	MOUNT SANTA CRUZ GUN LOCK HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$8,856.12
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$8,856.12
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23299

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 PATHFINDER ADMIN # 237			
Product	Description	Qty	Cust. Price	Total
TINT-SEDAN	INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS3200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER 1 X TLIB IN GRILL AREA BLUE PASSENGER 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 2 X ULB9LDC IN LOWER REAR HATCH, RED DRIVER SIDE BLUE PASS SIDE 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER TINT PREMIUM 3M BRAND TINT FOR SEDAN TINT TO BE 28% ALL WINDOWS	1	125.00	125.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT STRIBE TO BE 28%	1	15.00	15.00
Please call in advance for an appointment		Subtotal		\$2,370.75
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$2,370.75
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23297

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 CAMRY ADMIN # 236			
Product	Description	Qty	Cust. Price	Total
TINT-SEDAN	INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS3200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER 1 X TLIB IN GRILL AREA BLUE PASSENGER 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 2 X ULB9LDC IN LOWER REAR HATCH, RED DRIVER SIDE BLUE PASS SIDE 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER TINT PREMIUM 3M BRAND TINT FOR SEDAN TINT TO BE 28% ALL WINDOWS	1	125.00	125.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT STRIBE TO BE 28%	1	15.00	15.00
Please call in advance for an appointment		Subtotal		\$2,370.75
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$2,370.75
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23302

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 CHEVY SILVERADO #234			
Product	Description	Qty	Cust. Price	Total
HERO-ADAPTER9	HELLA LIST \$ 175.00 EACH HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00	2	10.45	20.90
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
PKG-PSM-3003	2019 SILVERADO HEAVY DUTY HAVIS SIDE MOUNT COMPUTER STAND HAVIS LIST \$ 729.49 EACH	1	474.17	474.17
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices HAVIS LIST \$ 328.95 EACH	1	213.82	213.82
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	9.86	9.86
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	90.00	90.00
RL7019	MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE NON CONTRACT ITEM	1	115.75	115.75
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	19	55.00	1,045.00
		Sales Tax (7.00%)		\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
10/21/2020	23302

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 CHEVY SILVERADO #234			
Product	Description	Qty	Cust. Price	Total
INSTALL	CUSTOM INSTALLATION OF: INSTALL AND MOUNT LIBERTY 55" LIGHTBAR INSTALL HHS3200 SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF RELAY, INSTALL (2) TLIJJ IN FRONT GRILL AREA WITH T-BRKT INSTALL (2) HIDEAWAY LEDS FRONT HEADLIGHTS (USE HERO LEDS IF POSSIBLE, PRICED AS HERO'S) INSTALL (2) HIDEAWAY LEDS REAR TAIL LIGHTS (USE HERO LEDS IF POSSIBLE, PRICED AS HERO'S) INSTALL: 1 X PKG-PSM-3003, HAVIS PREMIUM PASS SIDE MOUNT FOR LOCKING COMPUTER TRAY # UT-1006 LIND ADAPTER FOR COMPUTER AND PRINTER (CUSTOMER IS SUPPLYING PRINTER) PRINTER HOLDER, MOUNT FLASHLIGHT, SEE SERVER PICS FOR MOUNTING LOCATION CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSENGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCEPTION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	55.00	385.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Please call in advance for an appointment		Subtotal		\$4,983.96
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$4,983.96
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
7. Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

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Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

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2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
7. Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan



Village of Palm Springs

Specification #	258
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

10/12/2020

Village of Palm Springs

Attn: Edgar T. Morley

EMorley@vpsfl.org

561.304.4814

Garber Chevrolet Buick GMC

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberautomall.com

Vehicle #229



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Base Price

CC10706/9C1

2021 Chevrolet Tahoe 2WD 4dr 9C1

\$33,276.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	49	\$49.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	Included	\$0.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 33,699.00



Village of Palm Springs

Specification #	258
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

10/12/2020

Village of Palm Springs

Attn: Edgar T. Morley

EMorley@vpsfl.org

561.304.4814

Garber Chevrolet Buick GMC

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberautomall.com

Vehicle #230



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Base Price

CC10706/9C1

2021 Chevrolet Tahoe 2WD 4dr 9C1

\$33,276.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	49	\$49.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	Included	\$0.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 33,699.00



Village of Palm Springs

Specification #	258
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

10/12/2020

Village of Palm Springs

Attn: Edgar T. Morley

EMorley@vpsfl.org

561.304.4814

Garber Chevrolet Buick GMC

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberautomall.com

Vehicle #231



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Base Price

CC10706/9C1

2021 Chevrolet Tahoe 2WD 4dr 9C1

\$33,276.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	49	\$49.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	Included	\$0.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 33,699.00



Village of Palm Springs

Specification #	258
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

10/12/2020

Village of Palm Springs

Attn: Edgar T. Morley

EMorley@vpsfl.org

561.304.4814

Garber Chevrolet Buick GMC

Ryan Davis

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Village of Palm Springs

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Unit Description	CC10706/9C1

Prepared for:

Prepared by:

10/12/2020

Village of Palm Springs

Attn: Edgar T. Morley

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PROG	Program (4) Additional Keys	Included	\$0.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 33,699.00



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.7: Approve Sago Palm Park Improvements (Task Order No 254) - Work Authorization No. EA 1 - Professional Engineering Services - Parks and Recreation Department (FY 2021 Budget - General Fund) - Erdman Anthony, Inc.

SUMMARY:

The Parks and Recreation Department is requesting approval of Work Authorization EA-01 (Task Order No. 254) with Erdman Anthony, Inc. for professional engineering services (i.e., survey, design, permitting, and construction services) related to the proposed improvements to Sago Palm Park. This proposed portion of the project/improvements, if approved, would include the re-designing of Sago Palm Park as the Village's "Signature Park Facility," which is located south of 10th Avenue North (just east of Davis Road). This park is uniquely designed as a "peninsula-like" setting that provides an opportunity for kayaking, fishing from the recently renovated pier, permits for small and large group gatherings and provides for a playground area to promote a healthy and safe lifestyle for everyone within our community. Additionally, proposed improvements are expected to include a new entry way into the park with expanded parking, picnic pavilions, a new expanded playground and zip line, accessible walkways to all park amenities, landscaping improvements, a canoe/kayak launch and renovated restrooms.

Note: If approved, the proposed professional engineering services would ensure that the Sago Palm Park improvements/designs meets all federal, state and local codes, regulations, requirements and permitting (i.e., SFWMD, LWDD, PBC, etc.). This proposed project will meet all land use and floodplain regulations, accessibility codes and maintains a landscape buffer around the perimeter of the park to better maintain the privacy and quality of life for adjacent residents/property owners.

As a result, the Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks associated with the surveying, design, permitting and construction administration to re-design this park to be completed by Erdman

Anthony. The proposed tasks and associated costs to provide professional engineering services to complete this project are as follows:

<u>Task Description</u>	<u>Amount</u>
Boundary & Topographic Survey	\$ 5,512
Geotechnical Assessment [Perform four (4) soil borings for pavilions]	\$ 4,900
Civil Engineering (i.e., site plan, conceptual design, project meetings, 60% and 100% plans, SFWMD permitting, LWDD permitting, Water Use permitting, construction meetings, observations, documentation and Construction Management)	\$51,838
Landscape Architecture (i.e., landscape site plan, conceptual design, meetings, 60% and 100% plans and Water Use permit support)	\$16,750
Expenses (Not to Exceed)	\$ 1,000
Total Proposed Costs - Professional Design & Engineering	\$80,000

The proposed work authorization (task order) was prepared by Erdman Anthony and reviewed by the Parks and Recreation Director, Public Services Director/Engineer, Assistant Public Services Director/Engineer, Public Services Project Manager, the Finance Director and Village Attorney.

The Village has not worked with the proposed vendor previously; however, staff received positive feedback from the various references that were provided during the Village's Request for Qualifications (RFQ) for General Consulting Services (RFQ 2019R-001 - September 27, 2018) process that recommended (and approved) Erdman Anthony, Inc. to serve as a continuing services engineering firm for the Village of Palm Springs - February 14, 2019.

Note: Erdman Anthony, has worked on multiple park (re-)design projects within Palm Beach County including Royal Palm Beach Commons Park, West Palm Beach's Howard Park, Currie Park and Phipps Park as well as multiple park projects across Florida and the United States. Additionally, Erdman Anthony's consultant, Wayne Villavaso Landscape Architecture, has completed multiple municipal projects including West Palm Beach's Howard Park, Wellington Community Center and the Wellington Tennis Facility.

FISCAL IMPACT:

Funding to support the proposed Sago Palm Park Improvements engineering project is available within the FY 2021 Budget - General Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - General Fund	\$80,000
<u>Expected Project Costs:</u>	<u>Amount</u>
Project Request/Cost - Professional Engineering Services	\$80,000

The Village will not expend more than the amount within the approved budget as they may be

adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Work Authorization - Sago Palm Park Improvements (Task Order #254) - Erdman Anthony

RFQ 2019-01 - Erdman Anthony - General Consulting Services - Village of Palm Springs

Sago Palm Park Improvements - FY 2021 CIP Form



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 10/15/2020

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. EA-01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 254 G/L CODE: 01772-56300

ERDMAN ANTHONY PROJECT NO.: 60316.01

PROJECT TITLE: Sago Palm Park Improvements

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4, 2019 between the Village of Palm Springs ("VILLAGE"), and Erdman Anthony ("CONSULTANT") hereafter referred to as the Agreement.

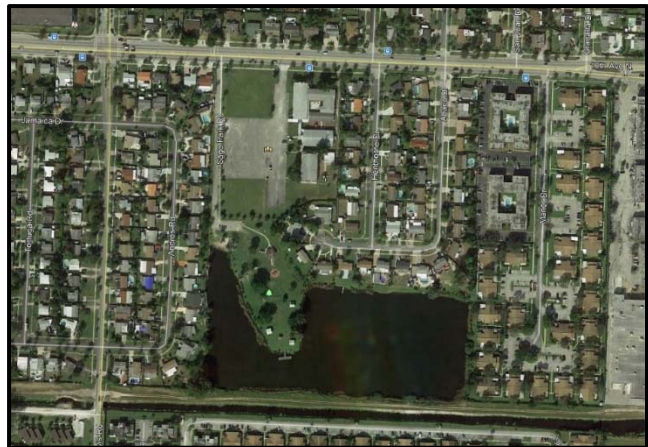
I. PROJECT DESCRIPTION

Sago Palm Park is located behind Palm Springs Baptist Church on 10th Avenue North. This lakeside park has one main picnic pavilion with grills and bathroom facilities that is available to rent. In addition, there is a playground, a fishing pier, and multiple park benches and picnic tables.

The redevelopment will include the following:

Architectural elements:

- Entry sign and updated park signage - Location and sketch to be shown on the plans for the contractor to prepare final design plans/calculations, to obtain permits, and to construct.
- New Playground and Play Amenities to be selected by the Village from pre-manufactured suppliers for 6 month old to 12 year old children with a pour in place surface and shade (goal is for fun, exciting, challenging playground with swings, zip line or fun piece not otherwise accessible within the village). Location and selected supplier to be shown on the plans for the contractor to prepare a final design plans, to obtain permits, and to construct.



- Two new Pavilion/Shelter structures to be selected by the Village from pre-manufactured suppliers, one for small and one for large groups with hose bibs, grills, trash cans, and picnic tables. No electrical engineering is included.- Location and selected supplier to be shown on the plans for the contractor to prepare a final design plans, to obtain permits, and to construct.
- Amenities such as Bike Racks, Kayak launch to be selected by the Village; location and selected supplier to be shown on the plans for the contractor to prepare a final design plans, to obtain permits, and to construct.

Civil elements:

- New street pavement along entry way
- New fence along roadway and parking lot and new fence separating park and church – Location, height, and material to be shown for the contractor to prepare a final design plans, to obtain permits, and to construct.
- Controllable access gate between church and park (manufacturer and model to be provided by the Village) - Location and selected supplier to be shown on the plans for the contractor to prepare a final design plans, to obtain permits, and to construct.
- Street Lighting along entry way and parking lot lighting – Village to select a lighting vendor who will prepare the lighting plans including photometrics and circuitry (no electrical engineering included). Location and selected supplier to be shown on the plans for the contractor to prepare a final design plans, to obtain permits, and to construct.
- A small new on-site asphalt parking lot with some portions in paver brick. (The Village will negotiate and prepare a parking and cross access agreement with Church).
- Water service lines to the new pavilions.
- Renovate village easement along water bank (grade to an appropriate slope and grass).
- ADA accessible sidewalks connecting the play areas and pavilions
- Hill for kids play

Landscape elements:

- Landscaping at Entry off 10th Street to improve aesthetics
- Landscape along entry way
- Landscape between church and parking
- Landscape buffer along east edge adjacent to homes (note that landscaping does not reduce noise, but may improve the perception of noise)

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – SURVEY

The SBE Surveying sub-consultant, Engenuity Group, Inc., will perform a boundary and topographic survey of the park as described in their proposal attached as Exhibit 1.

TASK 2 – GEOTECHNICAL ASSESSMENT

The 50% plans will be the basis for the geotechnical assessment. The SBE Geotechnical engineering sub-consultant, GCME, Inc., will perform four (4) soil borings within the park area for the restroom building and pavilions. Provide a geotechnical engineering report as described in their proposal attached as Exhibit 2.

TASK 3 – ARCHITECTURAL SERVICES

Not included

TASK 4 – CIVIL ENGINEERING

Erdman Anthony will perform civil engineering services as described below.

Subtask 4.1 – Site Plan

1. Review current Land Development Regulations and Zoning Regulations
2. The Consultant will assist the Village in preparing the Site Plan Application for submittal to the Village Planning, Building and Zoning Department. The Village will be the applicant, sign the applications, submit the application, and process the application.
3. Prepare a Site Plan with setbacks and tabular data based on the Layout Plan as described in task 3.1 that is suitable for submittal to the Village Planning, Building, and Zoning Department. It is assumed that the following will not be required: public hearing with associated documents (mailings), land use plan amendment, variance, special exception, plat, traffic analysis.
4. Coordinate with the Village selected lighting vendor who will prepare a site lighting photometrics plan.
5. Complete application form and assemble submittal documents. It is assumed that the Village will pay any associated fees.
6. Attend up to 2 video meetings with the Village to review the site plan.
7. Coordinate with team to complete 1 revision and prepare 1 resubmittal package.

Subtask 4.2 – Conceptual Design

1. Research permit requirements and codes.
2. Evaluate site for Storm Water Management
3. Prepare a Conceptual Civil Engineering Plan with general locations for pavement, utilities, water management, drainage, and flow directions. Sizes, dimensions, inverts, crossings, details, etc. will not be included until final plans are prepared.

Subtask 4.3 – Project Meetings

1. Attend 1 kick off video meeting with the Village.
2. Attend 3 video meetings with the Village to review the Plans.

Subtask 4.4 – Construction Plans and Specifications

1. Develop 60% plans for the civil elements and submit to the Village for review.
2. Develop 100% plans and specifications for the civil elements. The following sheets are anticipated:
 - Cover Page
 - General Notes/Legend
 - Existing Conditions Plans
 - Demolition Plan
 - Paving, Grading and Drainage Plans and Details
 - It is assumed that the fencing will be generally described with the height, material and location and that the Contractor will provide the final design for the fence to meet building code and wind load requirements.
 - It is assumed that the light fixtures will be provided by FPL and therefore the lighting plan for the entrance road and parking lot will be limited to the photometric plan, location of light fixtures, height of poles, and lamp wattage. It is assumed that FPL will provide the electrical design to power the light fixtures. Should the Village desire a light fixture that is not available from FPL, it is assumed that the vendor for the selected pole/fixture will provide the lighting design.
 - It is assumed that the controllable access gate between church and park will be limited to the location and reference to the vendor selected by the Village and that the Contractor and/or vendor will provide the final design to meet building code, wind load requirements and the electric service to the gate.
3. Water and Sewer Plans and Details
4. Assist the Village in assembling a project manual for bidding purposes which will consist of the documents prepared.

Subtask 4.5 – Estimate of Probable Costs

Prepare an Engineers Opinion of Probable Costs for the site civil elements. Any opinions of cost will be based on standard engineering practice. Erdman Anthony has no control over the pricing in the marketplace and cannot guarantee that Client will obtain those costs at the time of bidding.

Subtask 4.6 – Permitting

1. The Consultant will assist the Village in obtaining the South Florida Water Management District (SFWMD) 10-2 Permit. Prepare submittal package for the SFWMD approval for the surface water management system. No wetlands, dewatering, or water use permits are included.
2. The Consultant will assist the Village in obtaining an irrigation water use permit from the

South Florida Water Management District (SFWMD) based on data provided by the Landscape Architect.

3. Village Engineering permits will be processed by the Owner. The building permit will be obtained by the Contractor. Consultant will provide responses and revised plans to address up to one Request for Additional Information (RAI/comments) that the Village receives during the building permitting process.
4. No other permits are included. Village Utility Department and State Health Department are not included. It is assumed that the extension of the water distribution or sewer collection systems will be minor and not require approval from the health department. It is assumed that the contractor will obtain the National Pollution Discharge Elimination System (NPDES).

Subtask 4.7 – Bidding Support

It is assumed that the Village will assemble and issue the bid package including preparing the contract, coordinating the bidding effort, responding to requests for information (RFI), issuing addenda, and reviewing bids received. The Consultant's portion of the bid package will be to provide the construction plans and any other supporting documents in our position to the Village for inclusion in their bid package. Additionally, we will provide a word document with responses for up to one RFI for the Village's use, if needed, to respond to bidder questions.

Subtask 4.8 – Construction Phase Services

1. Attend pre-construction video meeting with the Village and Contractor
2. Perform up to 4 intermittent site visits to observe the contractor's progress and performance.
3. Attend up to 2 progress video meetings with the Village and Contractor.
4. Review of to 6 pay applications submitted by the Contractor and prepare a memo to the City noting any concerns or discrepancies and recommending payment amount.
5. Prepare responses for up to 5 RFI's submitted by the Contractor.
6. Review up to 10 submittals (shop drawings) submitted by the Contractor. Includes 1 initial review and 1 resubmittal, if/when needed. Additional reviews beyond 2 shall be additional services billed at our hourly rates.
7. Attend 1 final walk through and prepare a punch list.
8. Attend 1 final inspection once all punch list items have been completed.
9. Prepare a memo to the Village certifying that the project has been constructed in substantial conformance with the contract documents.
10. Construction management – not included. It is assumed that the Village will serve as the point of contact for the Contractor and provide Construction Administration services and that the Village will prepare Notice to Proceed document and coordinate or communicate with the owner, general contractor, sub-contractors and governing agencies.

TASK 5 – LANDSCAPE PLANS

The SBE Landscape Architect sub-consultant, Wayne Villavaso, Inc., will perform the landscape and plans as described below.

Subtask 5.1 – Site Plan

1. Review current Land Development Regulations and Zoning Regulations
2. Assemble landscape documents to support the site plan application.
3. Prepare 1 revisions to the Conceptual Landscape Plan based on comments received during the site plan review process.
4. Prepare 1 Rendered Site Plan based on the site plan prepared in Task 4.1
5. Prepare 1 elevation sketch for the proposed entry sign and 1 for the propose park sign

Subtask 5.2 – Conceptual Design

1. Develop 1 Conceptual Landscape Plan. Landscape plans will include an informal tree inventory and analysis.

Subtask 5.3 – Project Meetings

1. Attend 1 kick off video meeting with the Village.
2. Attend 1 video meetings with the Village to review the Plans

Subtask 5.4 – Construction Plans and Specifications

1. Develop 60% plans for the landscape elements and submit to the Village for review. Landscape plan will include a tree disposition plan.
2. Develop 100% plans and specifications for the landscape elements. Landscape plans will note that the Contractor is to prepare the irrigation plans and provide an as built of the irrigation system; no irrigation design is included.

Subtask 5.5 – Estimate of Probable Costs

Prepare an Engineers Opinion of Probable Costs for the site landscaping elements. Any opinions of cost will be based on standard practice. Neither Erdman Anthony nor Villavaso have control over the pricing in the marketplace and cannot guarantee that Client will obtain those costs at the time of bidding.

Subtask 5.6 – Permitting

1. Provide data to the Civil Engineer for the application package to the SFWMD for an irrigation water use permit to use surface waters for irrigation to be submitted with the 60% plans including information regarding the stormwater pump (location, size, type, horsepower, etc.) and the water needs (area to be irrigated, water demand, etc.).
2. Village landscaping permits will be processed by the Owner. The building permit will

be obtained by the Contractor. Consultant will provide responses and revised plans to address up to one Request for Additional Information (RAI/comments) that the Village receives during the building permitting process.

Subtask 5.7 – Bidding Support

It is assumed that the Village will assemble and issue the bid package including preparing the contract, coordinating the bidding effort, responding to requests for information (RFI), issuing addenda, and reviewing bids received. The Consultant's portion of the bid package will be to provide the construction plans and any other supporting documents in our position to the Village for inclusion in their bid package. Additionally, we will provide a word document with responses for up to one RFI for the Village's use, if needed, to respond to bidder questions.

TASK 6 – EXPENSES

Reimbursable expenses such as shipping, printing, copying, permit fees, and mileage will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor. It is assumed that only mileage will be billed and that all other costs will be paid directly by the Village.

III. DELIVERABLES

Table A
Deliverables

Task	Activity	Deliverable	Quantity	Format
1	Survey	Topographic survey and data on plans (pdf and dwg)	1	1 pdf and dwg, 6 signed / sealed prints
2	Geotechnical	Geotech Report	1	1 pdf, 2 signed and sealed reports
3	Architectural	Not included		
4	Civil Engineering			
4.1	Site Plan	Site Plan documents (site layout plan)	1	pdf and dwg
4.2	Conceptual Design	Conceptual 30% plans	1	pdf and dwg
4.3	Meetings	Meeting minutes	3	pdf for each meeting
4.4	60% Plans	60% Construction plans	1	pdf and dwg
	100% Plans	100% Construction plans and specifications	1	pdf and dwg
4.5	Cost Estimate	Estimate of Probable Costs	1	pdf and xls
4.6	SFWMD permit	SFWMD 10-2 Application Forms	1	pdf
	Water use permit	SFWMD Water Use Application	1	pdf
	Building permit support	Response to up to 1 RAI	1	pdf, dwg, doc
4.7	Bidding Support	Response to up to 1 RFI	1	pdf, dwg, doc
4.8	Construction Meetings	Meetings minutes	2	pdf
	Construction Observations	Site visit reports (intermittent observations, final walk through, final inspection)	6	pdf
	Construction Documentation	Submittal review responses (Shop drawings, RFI's, pay applications)	10	pdf
	Construction Management	Not included		
5	Landscape Architecture			
5.1	Site Plan	Site Plan documents (site plan application support documents, rendered site plan and sign)	1	pdf and dwg
5.2	Conceptual Design	Conceptual plans and informal tree inventory	1	pdf and dwg
5.3	Meetings	meeting minutes	1	pdf for each meeting
5.4	60% Plans	60% Construction plans	1	pdf and dwg
	100% Plans	100% Construction plans and specifications	1	pdf and dwg
5.5	Cost Estimate	Estimate of Probable Costs	1	pdf and xls
5.6	Water use permit support	SFWMD Irrigation Water Use permit	1	pdf
	Building permit support	Response to up to 1 RAI	1	pdf, dwg, doc
5.7	Bidding Support	Response to up to 1 RFI	1	pdf, dwg, doc
6	Expenses	Receipts	tbd	pdf

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table B.

**Table B
Schedule**

Task	Activity	Time to Complete (calendar days)	Cumulative Time to Complete (calendar days)
1	Survey	30	30
2	Geotechnical	30	105
3	Architectural		
4	Civil Engineering		
4.1	Site Plan	45	75
4.2	Conceptual Design	30	105
4.3	Meetings	195	195
4.4	60% Plans	45	150
	100% Plans	45	195
4.5	Cost Estimate	15	195
4.6	SFWMD permit	30	180
	Water use permit	45	195
	Building permit support	30	345
4.7	Bidding Support	15	255
4.8	Construction Meetings	180	510
	Construction Observations	180	510
	Construction Documentation	180	510
5	Landscape Architecture		
5.1	Site Plan	45	75
5.2	Conceptual Design	30	105
5.3	Meetings	195	195
5.4	60% Plans	45	150
	100% Plans	45	195
5.5	Cost Estimate	15	195
5.6	Water use permit support	30	180
	Building permit support	30	345
5.7	Bidding Support	15	255
6	Expenses	510	510

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined in Table C.

Table C
Budget Summary

Task	Activity	Invoice Amount	Method of Payment
1	Survey	\$5,512	Fixed Fee
2	Geotechnical	\$4,900	Fixed Fee
3	Architectural	\$0	
4	Civil Engineering		
4.1	Site Plan	\$8,600	Fixed Fee
4.2	Conceptual Design	\$4,690	Fixed Fee
4.3	Meetings	\$2,970	Fixed Fee
4.4	60% Plans	\$5,900	Fixed Fee
	100% Plans	\$5,000	Fixed Fee
4.5	Cost Estimate	\$2,500	Fixed Fee
4.6	SFWMD permit	\$3,600	Fixed Fee
	Water use permit	\$3,600	Fixed Fee
	Building permit support	\$3,000	Fixed Fee
4.7	Bidding Support	\$3,000	Fixed Fee
4.8	Construction Meetings	\$1,440	Fixed Fee
	Construction Observations	\$2,520	Fixed Fee
	Construction Documentation	\$5,018	Fixed Fee
	Construction Management	\$0	
	Subtotal Civil	\$51,838	
5	Landscape Architecture		
5.1	Site Plan	\$3,750	Fixed Fee
5.2	Conceptual Design	\$3,300	Fixed Fee
5.3	Meetings	\$600	Fixed Fee
5.4	60% Plans	\$2,500	Fixed Fee
	100% Plans	\$4,200	Fixed Fee
5.5	Cost Estimate	\$1,000	Fixed Fee
5.6	Water use permit support	\$1,400	Fixed Fee
	Building permit support	\$1,000	Fixed Fee
5.7	Bidding Support	\$1,000	Fixed Fee
	Subtotal Landscape Architect and Irrigation	\$16,750	
6	Expenses	\$1,000	As charged
	Total	\$80,000	

ASSUMPTIONS

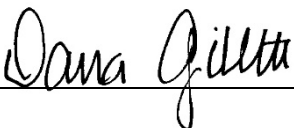
- Erdman Anthony will provide links for Microsoft Teams meetings for video meetings that can share screens.
- The following services are not included: architecture, structural engineering, electrical engineering, traffic engineering, construction phase surveying, as-builts/record drawings, irrigation design, public outreach.

- Additional charges will apply if the construction effort lasts longer than 6 months or if changes to the permitted plans due to Owner requests, substitution requests by the Contractor and/or unauthorized changes to the permitted scope of work by the Contractor require changes to the permitted plans are needed.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.
- Governmental Review – All plans and reports prepared by Erdman Anthony under this Agreement will be in sufficient detail for review by the government agencies. However, we cannot guarantee approvals or that permits will be issued.
- No offsite improvements will be needed.
- It is assumed that most technical specifications will be included on the plans in the form of notes and details and limited separate written technical specifications will be prepared and will constitute the bid manual. The other contract documents will be prepared by the Village.
- The schedule is based upon conducting a review meeting and obtaining Village comments within 5 calendar days after the Village receives the design submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4, 2019, by and between the Village of Palm Springs (“VILLAGE”) and Erdman Anthony (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ERDMAN ANTHONY

By: 

Print Name: Dana Gillette

Title: Principal Associate

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT MEMORANDUM

TO: Rich Reade

FROM: Matthew Hammond

CC: Justin Lucas, Kim Glas-Castro, Chad Girard

RE: General Services Agreement – Erdman Anthony

DATE: April 2, 2019

Please find the partially executed *Agreement for Professional Services* pursuant to Request for Qualifications (RFQ) 2019R-001 for Erdman Anthony of Florida, Inc. for your signature. The fee schedule and terms have been negotiated with the Consultant in coordination with the Parks & Recreation and Planning, Zoning & Building Departments. There are no material changes to the agreement template provided in the RFQ and presented to the Council at the February 14, 2019 Council Meeting. In accordance with the Council action at this meeting, the Village Manager has been provided authorization to approve and execute each of the Agreements once negotiations have been completed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 4th day of April, 2019, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Erdman Anthony of Florida, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

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 certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services 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:

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Dana Gillette, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in **Exhibit "B"** and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as **Exhibit "C"**. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

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

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. 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 of 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 C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, 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 C2. 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.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. 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.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT

Erdman Anthony of Florida, Inc.
5405 Okeechobee Blvd, Suite 200
West Palm Beach, FL 33417

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

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.

M. 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, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. 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. 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.

Neither the Consultant nor the Village nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

P. 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.

Q. 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.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral.

This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

In the event Community Development Block Grant (CDBG) funds are used for a project, the requirements of the CDBG Agreement with Palm Beach County shall apply and in the event of any conflict, the CDBG Agreement shall be first in order of precedence. The Consultant shall abide by all requirements and obligations imposed on the Village (or as otherwise identified) under the CDBG Agreement. This includes all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "D"**). If the CDBG Agreement is terminated for any reason, this Agreement and the Agreement Documents will also be terminated unless agreed in writing by the Village and Consultant to be extended.

U. Palm Beach County Inspector General:

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.

V. 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:

- (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 Consultant 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 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.

THE REST OF THE PAGE IS LEFT BLANK

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:

Kimberly Dymally
Village Clerk



By

[Signature]
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

[Signature]
Justin Ashby
(Name Printed or Typed)

[Signature]
SCOTT EDGAR
(Name Printed or Typed)

ERDMAN ANTHONY OF FLORIDA, INC.

By: [Signature]
Principal Associate

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 1st day of April, 2019, was acknowledged by Dana Gillette, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 1st day of April, 2019.

[Signature]
Notary Public
My Commission Expires:

(SEAL)

02/02/2022

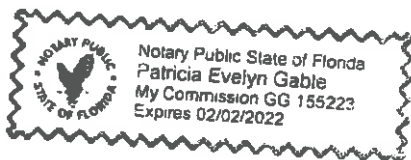


EXHIBIT A



VILLAGE OF PALM SPRINGS CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

**Table X
Schedule**

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

**Table X
Budget Summary**

<u>Description</u>	<u>Total</u>
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated MONTH DAY, 2018, by and between the Village of Palm Springs ("VILLAGE") and CONSULTANT NAME ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

EXHIBIT B



EXHIBIT B

ENGINEERING RATE SCHEDULE

Effective February 1, 2019

Chief Engineer	\$210/Hour
Principal Engineer	\$200/Hour
Senior Engineer	\$180/Hour
Senior Project Engineer	\$170/Hour
Project Engineer.....	\$155/Hour
Professional Engineer	\$135/Hour
Engineer Intern	\$100/Hour
Senior Designer	\$120/Hour
Designer	\$110/Hour
Technician	\$90/Hour
Senior Inspector.....	\$115/Hour
Inspector	\$75/Hour
Clerical.....	\$55/Hour
Survey Principal.....	\$190/Hour
Professional Surveyor (PSM).....	\$140/Hour
Survey Technician	\$80/Hour
Survey Crew (1 person).....	\$90/Hour
Survey Crew (2 person).....	\$130/Hour
Survey Crew (3 person).....	\$160/Hour
Sr. Survey Technician/Crew Supervisor	\$100/Hour
GIS Specialist	\$80/Hour

Notes:

- 1) Rates are valid for 3 years from the agreement date.
- 2) Revisions will be based on the Consumer Price Index (CPI) for the following years.
- 3) Subconsultants – Billed at cost
- 4) Mileage Inside of Palm Beach County – Included in hourly rates.
- 5) Mileage Outside of Palm Beach County – Billed per mile at current IRS rate
- 6) Postage and Reproduction – Included in hourly rates
- 7) Other costs, such as agency fees – Billed at cost



EXHIBIT C

Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

EXHIBIT D

PALM BEACH COUNTY

DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

CONSULTANTS

PROJECT NAME:	
----------------------	--

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation, the requirements contained herein shall govern.

Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of Consultant
- Certification of Non-segregated Facilities

3. **Form for the successful bidder for use by subcontractors after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
 - With the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - With the final payment request

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

During the performance of this contract, the consultant/contractor agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The consultant agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

NON-COLLUSION AFFIDAVIT OF CONSULTANT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____,
the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached 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: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by
_____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, _____, who,
after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the
consultant that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or
awarded in connection with the work to be performed at the property identified above will be
paid to any employee of Palm Beach County or, _____ as a
commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by
an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__ by
_____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:
(1) He/she is the _____ of _____, hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____
Name and Title

Signature

Date

CONTRACT AWARD REPORT

SAMPLE

Project Name:		Report Date:	
----------------------	--	---------------------	--

Consultant Information - Consultant contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////							//////////	///					

Sub-Consultant Information -- Consultant sub-contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
//////////					//////////	///							
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(A) Type of Trade Codes:

Concern: Enter Yes or No

1 = New Construction

2 = Substantial Rehab

3 = Repair

4 = Service

5 = Project Mangt.

6 = Professional

7 = Tenant Services

8 = Education/Training

9 = Arch./Engrg./Appraisal

0 = Other

(B) Racial/Ethnic Codes

1 = White Americans

2 = Black Americans

3 = Native Americans

4 = Hispanic Americans

5 = Asian/Pacific Americans

(C) Section 3 Business**SAMPLE****DO NOT USE THIS FORM**



VILLAGE OF PALM SPRINGS PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK #

254

Project Name: Sago Palm Park Improvements
Department: Parks & Recreation
Location: Sago Palm Park

Project Manager: Justin Lucas
Date Requested: 10/1/20
Date Approved: 10/1/20

DESCRIPTION / JUSTIFICATION:

This project will include the redevelopment of Sago Palm Park. FY 2021 will include the survey, engineer and design phase to transform this park into the Village's Signature Park Facility. FY 2022 will begin construction phase. Staff has been awarded a FRDAP agreement for \$50k. Staff is working to find other grant dollars to supplement the construction of this project.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing, soil testing, permitting, survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	80,000.00						\$ 80,000.00
Construction	0.00	390,000.00					\$ 390,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 80,000.00	\$ 390,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 470,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY	80,000.00						\$ 80,000.00
One Cent Sales Tax Funding	0.00	340,000.00					\$ 340,000.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP		50,000.00					\$ 50,000.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 80,000.00	\$ 390,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 470,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00


Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.8: Approve Lakewood Gardens Park Playground Replacement Contract Award (Task Order No. 286) - Cooperative Purchasing (Piggyback) - Parks and Recreation Department (FY 2021 Funded - General Fund) - GameTime

SUMMARY:

The Parks and Recreation Department has a need to purchase playground equipment to be installed at Lakewood Gardens Park. The existing Lakewood Gardens Park playground has reached the end of its lifespan and is recommended to be updated/replaced to ensure the safe and fun play space for our community.

Note: Although the Village staff has ensured that our current equipment is maintained properly for safety purposes, the equipment has a high amount of discoloring, broken parts and is beginning to show significant rusting. As a result, staff has identified a need to replace the playground equipment within the FY 2021 budget process.

Lakewood Gardens Park was annexed into the Village in July, 2014 as an improved park with a playground installed by Palm Beach County. The park was deeded over to the Village in November 2014 as part of the Village's larger annexation process for this area of the County/Village.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Omnia Partners US Communities Governmental Purchasing Cooperative (Co-Op) awarded to PlayCore Wisconsin, Inc. d/b/a GameTime by the City of Charlotte, North Carolina. This selection by the City of Charlotte, as the Lead Agency for the Co-Op, was completed through a competitive selection process - Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products (RFP #269-2017-028 - January 25, 2017).

Note: The proposed piggyback contract was completed as part of the Omnia Partners US

Communities Governmental Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs/power within the Co-Op (which the Village is a member) to generally receive the best (lowest) price possible. More than 87,000 public agencies, including the Village of Palm Springs, participate within the Omnia Partners US Communities Governmental Purchasing Cooperative.

The proposed playground equipment was designed utilizing input from our community and staff to design a playground system that would be "attractive" and provide balance, climbing, education, sliding, sensory, colors and sounds. The proposed playground equipment would be installed within the current playground area and would include climbing options, open tunnels, slides, and swings to allow year round use while incorporating multiple individual and group play elements that will help with building self-esteem, physical and social skills. Further, the new equipment will incorporate English and Spanish to assist our children and our community to better communicate and learn about various cultures.

Through the proposed Omnia Partners US Communities Governmental Purchasing Cooperative Contract, the Parks and Recreation Department was able to obtain a price of \$172,103.87, which provided for discounts ranging from 3% to 34% from their retail catalog pricing and a GameTime playground equipment grant of \$25,430.00.

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP) the Village Council approved \$400,000 for the construction of Lakewood Gardens Park as part of a Land Water Conservation Fund (LWCF) Grant that will include replacement and installation of new playground equipment, safety surfacing, shade coverings, renovation of volleyball and basketball courts, new and improved picnic facilities and enhanced landscaping. Staff expects to have sufficient funding to complete this project.

If approved, the Village would accept GameTime's pricing by piggybacking the City of Charlotte, North Carolina's (Omnia Partners US Communities Governmental Purchasing Cooperative) contract, including all terms, conditions and pricing therein. 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.

Note: If approved, the Village would be making this proposed playground equipment purchase with GameTime; however, this purchase would be through their Florida representative, Dominica Recreation Products, located in Longwood, Florida.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

If approved, the proposed permitting and installation of the new playground system would be completed within 120 days (March/April 2021) following the Notice to Proceed by the Village.

The Parks & Recreation Advisory Board considered the proposed playground improvement project during their October 7, 2020 meeting and provided input on the proposed design and recommended approval.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Service Director/Engineer, Assistant Public Service Director/Engineer, the Public Service Project Manager, the Planning, Zoning & Building Director and the Finance Director.

The Village has worked with the vendor previously and has received excellent service and quality products.

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - General Fund. Village Council approved \$400,000 toward improvements to Lakewood Gardens Park.

<u>Allocated/Estimated Project Funding:</u>	
FY 2021 Approved Budget - General Fund	\$400,000.00

<u>Project Costs:</u>	
Proposed Project Cost - Lakewood Gardens Park Playground Replacement (Task Order #286)	\$172,103.87
Actual Project Cost - Lakewood Gardens Park Survey (Task Order #286) - FY 2020	\$ 5,800.00

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods/services.

ATTACHMENTS:

Proposed Agreement - GameTime

Approval to Piggyback - GameTime

Village of Palm Springs Membership - Omnia Partners Government Purchasing Cooperative

City of Charlotte, North Carolina - RFP 269-2017-028 Award Process Notification

City of Charlotte, North Carolina - Executed Agreement Contract 269-2017-028

City of Charlotte, North Carolina - Original RFP Submittal Documents - GameTime (Available Within Village Clerk's Office)

City of Charlotte, North Carolina - Request for Proposals (RFP 269-2017-028) - January 25, 2017

City of Charlotte, North Carolina - Advertisement - (RFP #269-2017-028) - January 25, 2017

Proposal - Lakewood Gardens Park Playground Replacement - GameTime

Proposed Lakewood Gardens Park Playground Replacement Project Conceptuals

Proposed Lakewood Gardens Park Playground Replacement Site Plan

GameTime Price List - Co-Op

GameTime Schedule of Discounts - Co-op

Proposed 2020 Grant Certificate Form - GameTime

CIP Form - Lakewood Gardens Park - FY 2021

**AGREEMENT FOR THE PROCUREMENT OF PLAYGROUND AND FITNESS
EQUIPMENT AND RELATED PRODUCTS**

This Agreement for the procurement of playground and outdoor fitness equipment and related products ("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 **PlayCore Wisconsin, Inc. d/b/a Gametime**, 150 Playcare Drive SE, Fort Payne, AL 35967, 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 provide playground and outdoor fitness equipment and related products to the VILLAGE; and,

WHEREAS, Omnia Partners Government Purchasing Alliance, through the City of Charlotte NC issued RFP #269-2017-028 for the procurement of playground and outdoor fitness equipment and related products and awarded such contract to VENDOR (collectively, the "City of Charlotte Contract"); and

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the procurement of playground and outdoor fitness equipment and related products based on the terms and conditions of the City of Charlotte Bid and the pricing contained in VENDOR'S response to the City of Charlotte bid.

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. City of Charlotte Agreement and VENDOR'S Response. The City of Charlotte Agreement, and VENDOR'S response to the City of Charlotte bid 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 City of Charlotte bid, City of Charlotte Agreement and VENDOR'S response to the City of Charlotte bid, the VENDOR shall supply and deliver playground and outdoor fitness equipment and related products as requested by the VILLAGE. The playground and outdoor fitness equipment and related products to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE and VENDOR in accordance with the terms and conditions set forth herein. The pricing shall be as set forth in VENDOR'S proposal, attached hereto as Exhibit "A", that is expressly made a part of this Agreement as if fully set forth herein.

4. Contract Documents and Conflict of Terms and Conditions. This Agreement is comprised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. City of Charlotte Agreement;
- D. VENDOR'S response to the City of Charlotte bid; and
- E. City of Charlotte bid.

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 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 City of Charlotte Agreement;
- D. VENDOR'S response to the City of Charlotte bid; and
- E. The City of Charlotte bid.

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 to City of Charlotte. Both parties waive consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required by the City of Charlotte bid.
- 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 any 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 Council. The Agreement will terminate on the same termination date as listed in the City of Charlotte Agreement, which may be renewed, unless terminated earlier pursuant to the terms herein or in the Contract Documents.
- 6.11 Public Records: The VENDOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the services. 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, 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. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE and its 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 and its employees during the course of performing services pursuant to the City of Charlotte bid and subsequent proposal 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; 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 thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time 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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR 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 VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the 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 the 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 VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the 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 the 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.

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: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **PLAYCORE WISCONSIN, INC.**

By: _____

Print Name: Robert Dominica

Title: Pres/drp

[Corporate Seal]

Corporate seal is not at this location
This office is not the Corporate
office but the registered agent office

STATE OF Florida
COUNTY OF Seminole)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this _____ this 11 day of May, 2020, by

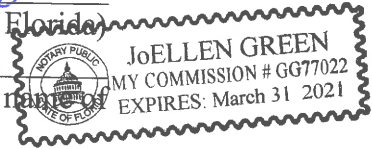
Rob Dominica.

Joellen Green
(Signature of Notary Public-State of Florida)

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

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____





May 11, 2020

Village of Palm Springs
226 Cyperss Lane
Palm Springs, FL 33461-1699

RE: Piggyback Omnia Contract

Please be aware that PlayCore Wisconsin, inc d/b/a GameTime, 150 PlayCore Drive SE, Fort Payne, AL 35967, formally allows the Village of Palm Springs to 'piggy back' the Omnia Partners Contract #2017001134.

The legal precedent has already been established for additional municipalities to purchase from this contract and the full intent of this contract is to allow any willing agency the ability to 'piggy back' as they see fit.

Should any additional questions need to be answered, there are several contacts that are ready and able to help assist with anything.

Omnia Partners Representative -
Allison R. Brookes, PMP, FCCM
Regional Manager - Florida
Omnia Partners, Public Sector
850.228.7716 Cell

GameTime Contract Specialists -
Clint Whiteside
Sales Administration Project Manager
PlayCore Wisconsin, Inc. GameTime Division
Direct: 423.425.3162

And as always, I am available to answer any questions as well.

Sincerely,

Rob Dominica
President – DRP
407-331-0101 x 113
robd@gametime.com

Justin,

Great talking to you today. This email is to confirm that the Village of Palm Springs is a member of OMNIA Partners (formerly US Communities) and has been since March 18, 2014. Your membership ID number is 1183853. If you have any additional questions, please let me know.

Thanks!
Allison

Allison R. Brookes, PMP®
Regional Manager, Florida
OMNIA Partners, Public Sector
850.228.7716 Cell

PLEASE NOTE NEW EMAIL ADDRESS: allison.brookes@omniapartners.com

OMNIA
P A R T N E R S





PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

RFP # 269-2017-028 Solicitation and Evaluation Summary

Background

On January 25, 2017, the City of Charlotte Procurement Management Division issued a Request for Proposals (RFP) for interested suppliers to provide Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services to satisfactorily support the City of Charlotte, and other public agencies supported under this contract. The City of Charlotte served as Lead Public Agency on behalf of the U.S. Communities Government Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract.

Solicitation Process

1. Request for Proposals (RFP # 269-2017-028) was issued in accordance with NC State Statutes (G.S. 143-129) and the Citywide Procurement Policy (MFS 24) on January 25, 2017. An RFP was issued due to the significant importance of design and installation of playground equipment and for safety requirements. In addition, no two playgrounds are the same and each company manufactures their own unique and exclusive systems so they cannot be compared as “apples to apples” for a low bid tabulation.
2. We advertised the solicitation in the *Charlotte Observer* newspaper (affidavit attached), posted the solicitation on the NC Interactive Purchasing System (NCIPS) website at: www.ips.state.nc.us, City of Charlotte website at: <http://charlottenc.gov> and U.S. Communities website at: www.uscommunities.org. Although not required by law or policy, we also sent a courtesy email notification of the opportunity to bid to 34 vendors that are registered with the City under related NIGP commodity codes 65000 & 93165.
3. A Pre-proposal conference was held on February 7, 2017 to review specifications and allow the suppliers to ask questions pertaining to the proposal process or specifications. (Although law does not require a pre-proposal, it is the City’s practice to conduct pre-proposals.)
4. We received five (5) sealed proposals in response to the RFP that were stamped and stored unopened until March 16, 2017 from the following:
 - Playcore Wisconsin, Inc. d/b/a GameTime
 - Kompan
 - Icon Shelters
 - RCP Shelters
 - Themed Concepts
5. The proposal from Icon Shelters was deemed non-responsive due to not acknowledging all addenda and not signing the MWSBE form.
6. On March 20, 2017 copies of the all proposals received were sent to the Evaluation Team (“Team”) consisting of the following:

Voting Members:

- Genetta Carothers, City of Charlotte - Procurement Management
- Dianne Frederick, City of Charlotte – Engineering & Property Management
- Karen Ewing, City of Charlotte - Procurement Management
- Steve Pierson, Fairfax County, VA

- Bill Thomas, Cobb County, GA
- Andrew Trombley, Onondaga County, NY

Non-Voting Members:

- Alexis Turner, U.S. Communities
- Tyler McCall, U.S. Communities

Please note that U.S. Communities members reviewed the proposals for compliance with U.S. Communities requirements and did not score proposals, and did not have a vote on the final recommendations.

Evaluation of Bids

1. All Team members conducted individual evaluations of each Bid received based on the criteria stated in Section 3.3 of the ITB, and in accordance with, and subject to, all relevant statutes, ordinances, rules and regulations that govern procurement in the state of North Carolina.

The Evaluation Team determined the most comprehensive, competitive, and best value solutions that were most advantageous to the Lead Public Agency and potential Participating Public Agencies, based on the following criteria:

- A. Compliance with all requirements of the RFP;
 - B. Ability to meet the performance requirements of this RFP;
 - C. Experience, Background, Qualifications, Capability, Marketing, (including past performances, administration, management capabilities);
 - D. Products and services offerings (extent of offerings);
 - E. Proposed approach and proposed solution;
 - F. Proposed playgrounds per Section 6 of the RFP, taking into considerations:
 - a. Design
 - b. Quality
 - c. Durability
 - d. Play value
 - e. ADA Accessibility and Inclusivity
 - f. Product warranty
 - G. Cost effectiveness and value;
 - H. Ability to demonstrate products and services that meet or exceed industry standards accepted by governmental and educational agencies nationally;
 - I. Financial Qualifications;
 - J. Company Environmental Initiatives;
 - K. MWSBE factors specified in the RFP; and
 - L. References
2. The Evaluation Team submitted their individually completed evaluation matrix to Karen on or before April 7, 2017.
 3. The City of Charlotte combined scores for first round evaluations of the team.
 4. The Evaluation Team met in Charlotte, North Carolina on April 11-13, 2017.
 5. The Team reviewed the proposals and determined that Kompan and Playcore Wisconsin were the only companies that could meet the requirements of the RFP. The Team made a list of questions as we discussed each proposal.
 6. The Team held conference calls with Kompan and Playcore Wisconsin and asked the list of prepared questions. Kompan and Playcore provided verbal clarifications, and/or acknowledged they would provide the information requested. Karen e-mailed each company the list of questions and requested a written response.

7. The Team re-evaluated their individual scores for each vendor based on the information obtained during the conference calls. The team members verbally provided their individual scores for each criteria, which Karen recorded on the combined scoring matrix (projected on the screen) and the total scores were averaged.
8. Karen provided the Team with the sample playgrounds comparisons required as part of the proposal responses. The comparison included itemized cost and total pricing analysis, number of play components, installation service fees, shipping, and warranties. A copy of the comparison is available upon request. Please contact Karen Ewing at 704-336-2992.
9. All additional information received from Kompan and Playcore Wisconsin was forwarded to each Evaluation Team member for review and comments. No scores were revised as a result of the clarifications to questions.
10. The Evaluation Team unanimously agreed on recommending Kompan and Playcore Wisconsin, Inc. d/b/a GameTime as having the most comprehensive and advantageous proposals and best overall solution for the City of Charlotte and potential participating public agencies nationwide through U.S. Communities.
11. A recommendation was made to the Charlotte City Council for consideration at the regularly scheduled Council meeting on May 8, 2017 to award the contracts as recommended.
12. Charlotte City Council approved the contract with Kompan and Playcore Wisconsin, Inc. d/b/a GameTime (approved consent item attached).
13. The effective date of the contracts and Master Agreements will be July 1, 2017 for the term of five (5) years with the option to renew for two (2) additional two-year terms.

The Charlotte Observer Publishing Co.

Charlotte, NC

Affidavit of Publication

North Carolina } ss

Mecklenburg County }

Charlotte Observer

REFERENCE: 205406 CITY OF CHARLOTTE PROCUREMENT

0002885308 REQUEST FOR PROPOSALS Sealed
proposal responses will be received by the City
of Charlotte, Procurement Management Division

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

PUBLISHED ON: 01/25/2017

AD SPACE: 24 LINES

FILED ON: 01/31/2017



NAME: Judith M. Deans

TITLE: Accty Clerk

DATE: FEB 01 2017

In Testimony Whereof I have hereunto set my hand and affixed my seal, the day and year aforesaid.

Notary: [Signature]

My commission Expires: ___/___/___

My Commission Expires May 27, 2021



Agenda Date: 5/8/2017

Agenda #: 22.File #: 15-5438 Type: Consent Item

Outdoor Site Accessories Contracts

Action:

- A. Approve unit price contracts with the following companies for Playground Equipment, Site Accessories, Outdoor Fitness Equipment and Related Products and Services for an initial term of five years:**
- **Playcore Wisconsin, Inc., d/b/a Gametime**
 - **Kompan**
- B. Authorize the City Manager to renew the contracts for up to two additional, two-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contract was approved.**

Staff Resource(s):

Randy Harrington, Management and Financial Services
Teresa Smith, Management and Financial Services

Explanation

- The City's primary use of these contracts will be for outdoor site accessories, such as benches, bicycle racks, litter receptacles, tables and shelters at various City facilities.
- On January 25, 2017, the City issued a Request for Proposals (RFP); the City received five proposals from interested service providers.
- The City is issuing this contract on behalf of U.S. Communities Government Purchasing Alliance, which selected the City of Charlotte as Lead Public Agency to solicit proposals for these goods and services on behalf of all states, local governments, school districts, and higher education institutions in the United States.
- The City of Charlotte will serve as the Lead Agency, which includes responsibility for the solicitation process, contract management, and consulting with participating public agencies regarding the contract. Serving as the Lead Agency does not include purchasing on behalf of other public agencies.
- Playcore Wisconsin, Inc. and Kompan best meet the needs of the City and participating public agencies in terms of products lines, warranties, background and experience, cost, responsiveness to RFP requirements and ability to provide products and services to public agencies in all 50 states.
- Annual expenditures under the total contract are estimated to be \$150,000.

Background

- U.S. Communities Government Purchasing Alliance is sponsored by the National League of Cities, The National Association of Counties, the Association of School Business Officials International, the United States Conference of Mayors and the National Governors Associations.
- U.S. Communities is available to over 90,000 local governments and public agencies and reduces costs by combining the volumes and purchasing power of the public agencies nationwide.

Agenda #: 22.**File #:** 15-5438 **Type:** Consent Item

Charlotte Business INclusion

No subcontracting goals were established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy.

Fiscal Note

Funding: Various Departments' Operating Budgets

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|-------------|---|
| Section 3 | “Term” |
| Section 4.3 | “Employment Taxes and Employee Benefits” |
| Section 13 | “General Warranties” |
| Section 14 | “Additional Representations and Warranties” |
| Section 22 | “Guarantee” |
| Section 28 | “Other Remedies” |
| Section 29 | “Termination” |
| Section 33 | “Insurance” |
| Section 34 | “Indemnification” |
| Section 39 | “Notices” |
| Section 42 | “Confidentiality” |
| Section 45 | “Miscellaneous” |
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Landy Harrington

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

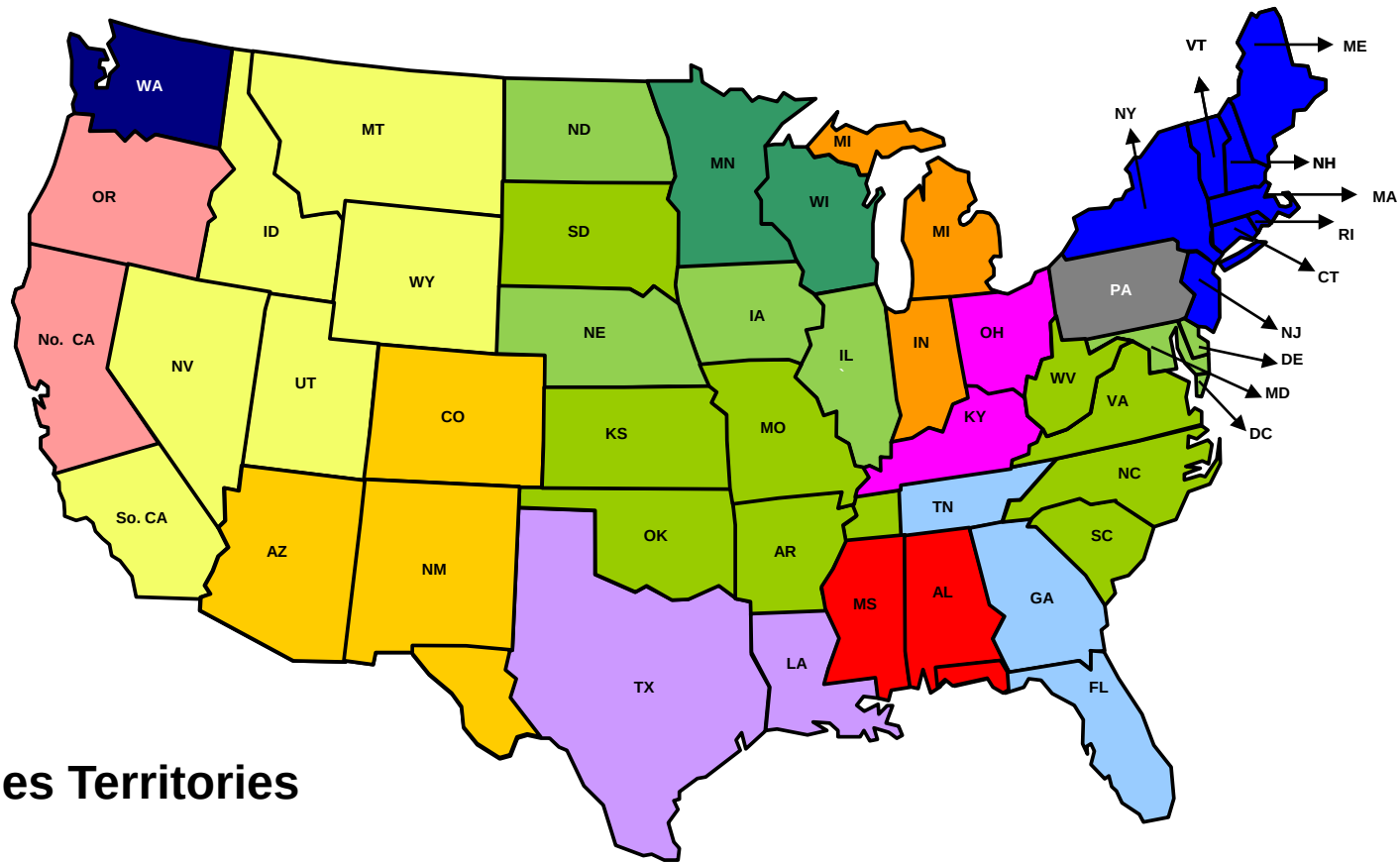
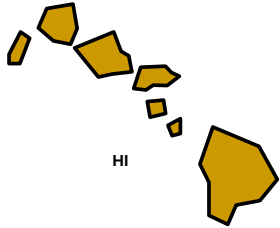
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
**Dominica Recreation
Products, Inc.**
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpin.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR KS MO
NC OK SC
VA WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA ID
MT NV
UT WY**
**Great Western
Recreation**
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
**SiteLines Park &
Playground Products**
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA NE
ND SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA ME NJ
NY CT RI
VT NH**
Maturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ CO
NM TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
**Minnesota/Wisconsin
Playground, Inc.**
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
 Sarver, Pa. 16055
 Bus: (724) 859-0958
 Home: 2018
 Mobile: (724) 859-0958
 E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
 Newmanstown, PA 17073
 Bus: (610) 589-1769
 Home: 2018
 Mobile: (610) 413-9832
 Bus Fax: (610) 589-1817
 E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
 Garner, NC 27529
 Bus: (919) 210-1589
 Home: 2018
 Bus Fax: (919) 779-9436
 E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
 Waterloo, Iowa 50701
 Bus: (319) 234-8965
 Home: 2016
 Mobile: (319) 415-8365
 Bus Fax: (319) 234-8965
 E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
 Culpeper, Va. 22701
 Bus: (877) 640-9811 / (540) 364-9811
 Home: 2016
 Mobile: (703) 244-5991
 Bus Fax: (540) 825-3445
 E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
 P O Box 790
 Atoka, TN 38004
 Bus: (901) 428-8836
 Home: 2018
 Mobile: (901) 428-8836
 Bus Fax: (901) 475-0015
 E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
 PO Box 1098
 Jessup, MD 20794
 Bus: (410) 799-7745 or 877-799-7745
 Home: 2017
 Mobile: (410) 365-0502
 Bus Fax: (410) 579-1284
 E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
 Machesney Park, IL 61115
 Bus: (815) 708-8540
 Home: 2016
 Mobile: (815) 505-0500
 Bus Fax: (779) 423-2033
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Cunningham - D C Install, LLC.

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Company**

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 Mobile: (773) 908-7629
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 E-mail: ross@elanar.com
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Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, IL. 60544
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Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

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Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

W

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED
WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT
EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL
NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE
STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

**Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations
of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This
warranty gives you specific legal rights and you may also have other rights that vary from state to state.**

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting therefrom. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

**Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440**

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty does not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf

Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin

Bulk Density: 4.0-6.0 lb/cu ft

Effective Size: 24 sq ft (net coverage)

Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs

Curvature: .65

Specific Gravity: 2.65 g/cm3

Bulk Density: 92-95 lb/cu ft

Uniform coefficient: 1.00 to 1.40

Effective Size: .90 - .95 mm

Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u> 1"	<u>Percent Passing</u> 100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

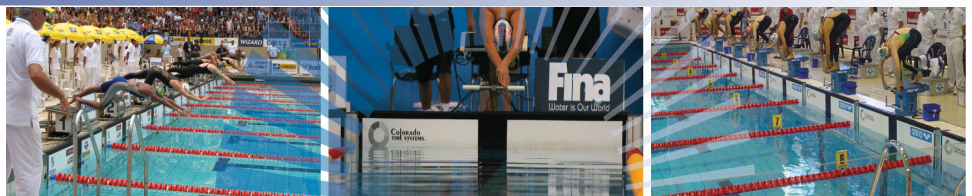
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRSTM

National Recreation Systems

A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

800.791.8056



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

City of Charlotte, North Carolina – Original RFP Submittal Documents – GameTime
(Available Within the Village Clerk Office)



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

**PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS
AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #269-2017-028

January 25, 2017

REQUEST FOR PROPOSALS
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Karen Ewing

[Name of Company Submitting Proposal]

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services

RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- ☐ 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- ☐ 10 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company’s Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer’s Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 26.

It is the Company’s responsibility to check www.ips.state.nc.us or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2017-028 to find if any documents or changes have been posted.

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Section 1

U.S. Communities Overview and Requirements

1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

City of Charlotte (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services (herein “Products and Services”).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible Products and Services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Playground Equipment** - A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.
- 2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.
- 3) **Site Accessories** - A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.

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U.S. Communities Overview and Requirements

- 4) **Surfacing Materials** - A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.
- 5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.
- 6) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein “Lead Public Agencies”). The Contracts are provided for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

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U.S. Communities Overview and Requirements

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed

Section 1

U.S. Communities Overview and Requirements

to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

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U.S. Communities Overview and Requirements

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that

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national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the

Section 1

U.S. Communities Overview and Requirements

Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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U.S. Communities Overview and Requirements

- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

- (c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

- (d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

- (i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

Section 1

U.S. Communities Overview and Requirements

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use

Section 1

U.S. Communities Overview and Requirements

Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

Section 1

U.S. Communities Overview and Requirements

 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

2. INTRODUCTION.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPA”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

2.2 Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user

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	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.

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<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

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Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 **Accuracy of RFP and Related Documents.**

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 **City's Rights and Options.**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4 To waive any defect or irregularity in any Proposal received;
- 2.4.5 To reject any or all Proposals;
- 2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 **Expense of Submittal Preparation.**

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The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions.

The following terms are applicable to this RFP and the Company's Proposal.

2.6.1 RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and

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expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

2.6.5 Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

2.6.7 Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

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2.6.8 Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

2.6.12 Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and

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- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

2.6.15 Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

3 PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JANURARY 25, 2017	<i>Issuance of RFP.</i> The City issues this RFP.
FEBRUARY 1, 2017	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
FEBRUARY 3, 2017	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
FEBRUARY 7, 2017	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
MARCH 16, 2017	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 th Floor.
MARCH 20, 2017- APRIL 13, 2017	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	<i>Contract Award by Charlotte City Council.</i>
JULY 1, 2017	<i>Services commence.</i> Company begins providing the Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement**

Officer.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management Division
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2017-028
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on February 3, 2017**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **FEBRUARY 7, 2017, at 10:00 a.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5488.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Ten (10) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **MARCH 16, 2017 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as

Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Company(ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.

2. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
 - a. Design
 - b. Quality
 - c. Durability
 - d. Play value
 - e. ADA Accessibility and Inclusivity
 - f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. References.

3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 Project Approach / Proposed Solution.

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.11 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.12 MWSBE Subcontractor Utilization.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion

efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.13 Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.14 Contract Award by City Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.15 Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

4 SCOPE OF SERVICES.

4.1 General Scope.

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

Each Manufacturer must provide documentation of their respective company’s environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers’ certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

Companies must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

Companies must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The successful Companies will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.

Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

Successful Companies may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

4.19.1 Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in

Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The successful Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.2 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.3 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.4 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.19.5 Installation.

Proposal responses must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.19.6 Shipping and Delivery.

Companies must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.20 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.21 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.22 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

5 PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include ten (10) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

5.1.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary.

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

5.1.3 Required Forms and Certifications.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

5.1.4 U.S. Communities Requirements.

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further

Section 5

Proposal Content and Format

consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **FEBRUARY 1, 2017**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.

Section 6 Required Forms

4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

☐ Include exceptions to the sample contract in the following section of my Proposal: _____

☐ Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	

Section 6 Required Forms

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs **(FOR EVALUATION AND PRICE COMPARISON ONLY):**
- 1) 3 dimensional Drawings
 - 2) Number of kids that can use the playground;
 - 3) Total number of play components:
 - a. Number of ground level components
 - b. Number of accessible ground level components
 - c. Number of elevated components
 - d. Number of accessible elevated components
 - 4) Play Structure Size
 - 5) Deck Sizes
 - 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
 - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
 - b) Design Services
 - c) Surfacing
 - d) Installation
 - e) Any other products or services that is associated with this sample.
 - 7) Diameter of Uprights
 - 8) Color options
 - 9) Minimum time needed from date of design to delivery of equipment
 - 10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: \$225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

Section 6

Required Forms

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5” diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

Design 2:

Site Dimensions: 45ft. x 65 ft.
Budget: \$85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers

Section 6

Required Forms

- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

Design 3:

Site Dimensions: 30 ft. x 45 ft.

Budget: \$45,000 (must include all design, equipment, and installation costs)

Ages: 13+ years old

Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if **your company** is any of the following:

___ MBE ___ WBE ___ SBE ___ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either “M”, “S”, and/or “W”	City Vendor #

Representative (signed): _____

Date

Representative Name

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

Required form 7 – References
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

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Required U.S. Communities Information

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

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Required U.S. Communities Information

SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

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Required U.S. Communities Information

4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. Provide the number and location of support centers (if applicable).
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as

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defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		

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Reporting Lead	Responsible for providing monthly reports to USC.		
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3. Provide an organizational chart of your company.
4. Submit the a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section Five.
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder is licensed to do business (if applicable);
4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

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5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

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3. Please indicate if you have any products in your offering that have any third-party environmental certifications.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

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ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

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(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating

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Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

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required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

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Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;

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- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

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Required U.S. Communities Information

attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

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5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

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Required U.S. Communities Information

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities
9711 Washingtonian Blvd., Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

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Required U.S. Communities Information

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

Section 7

Required U.S. Communities Information

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

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Required U.S. Communities Information

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

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ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								

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U.S. Communities Additional Provisions

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the

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Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State	COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU`OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANAE COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	HI
Our Savior Lutheran School	HI	DBA ALA KUOLA	HI
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	HI
Kauai County Council	HI	FEDERAL CREDIT UNION	HI
Honolulu Fire Department	HI		

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LANAKILA REHABILITATION CENTER INC.	HI	Kipuka o Ke Ola	HI
POLYNESIAN CULTURAL CENTER	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	MAUI FAMILY YMCA	HI
BISHOP MUSEUM	HI	WAILUKU FEDERAL CREDIT UNION	HI
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	ST. THERESA CHURCH	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI	HALE MAHAOLU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	West Maui Community Federal Credit Union	HI
NETWORK ENTERPRISES, INC.	HI	Hawaii Island Humane Society	HI
HONOLULU HABITAT FOR HUMANITY	HI	Western Pacific Fisheries Council	HI
ALOHACARE	HI	Kama'aina Care Inc	HI
ORI ANUENUE HALE, INC.	HI	International Archaeological Research Institute, Inc.	HI
IUPAT, DISTRICT COUNCIL 50	HI	Community Empowerment Resources	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Tutu and Me Traveling Preschool	HI
HAROLD K.L. CASTLE FOUNDATION	HI	First United Methodist Church	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	United Chinese Society	HI
EAH, INC.	HI	Haggai Institue	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	AOAO Royal Capitol Plaza	HI
HABITAT FOR HUMANITY MAUI	HI	Kumpang Lanai	HI
W. M. KECK OBSERVATORY	HI	Child and Family Service	HI
HAWAII EMPLOYERS COUNCIL	HI	MARINE SURF WAIKIKI, INC.	HI
HAWAII STATE FCU	HI	Hawaii Health Connector	HI
MAUI COUNTY FCU	HI	Hawaii Carpenters Market Recovery Program Fund	HI
PUNAHOU SCHOOL	HI	Puu Heleakala Community Association	HI
YMCA OF HONOLULU	HI	Saint Louis School	HI
EASTER SEALS HAWAII	HI	Kailua Racquet Club, Ltd.	HI
AMERICAN LUNG ASSOCIATION	HI	Homewise Inc.	HI
Pohaha I Ka Lani	HI	Hawaii Baptist Academy	HI
Hawaii Area Committee	HI	Kroc Center Hawaii	HI
Tri-Isle RC&D	HI	Kupu	HI
Lanai Federal Credit Union	HI	University of the Nations	HI
Aloha United Way	HI	ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI
		RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
		BRIGHAM YOUNG UNIVERSITY	HI

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- HAWAII		Access	
University Clinical Research and Association	HI	CITY AND COUNTY OF HONOLULU	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Commander, Navy Region Hawaii	HI
Hawaii Information Consortium	HI	US Navy	HI
Leeward Community Church	HI	Defense Information System Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational Church	HI	Department of Veterans Affairs	HI
Lanai Community Hospital	HI	Central School District 13J (Polk County, Oregon)	OR
Angels at Play Preschool & Kindergarten	HI	Milton-Freewater Unified School District No 7	OR
Queen Emma Gardens AOA	HI	Scappoose Adventist School	OR
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Ontario School District 8C	OR
Honolulu Community College	HI	Trillium Charter School	OR
COLLEGE OF THE MARSHALL ISLANDS	HI	Echo School District	OR
DOT Airports Division Hilo International Airport	HI	Warrenton Hammond School	OR
Judiciary - State of Hawaii	HI	Immanuel Lutheran School	OR
ADMIN. SERVICES OFFICE	HI	Columbia Academy	OR
SOH- JUDICIARY CONTRACTS AND PURCH	HI	VALLEY CATHOLIC SCHL	OR
STATE DEPARTMENT OF DEFENSE	HI	CROOK COUNTY SCHOOL DISTRICT	OR
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	CORBETT SCHL DIST #39	OR
HAWAII HEALTH SYSTEMS CORPORATION	HI	Trinity Lutheran Church and School	OR
HAWAII AGRICULTURE RESEARCH CENTER	HI	Bethel School District #52	OR
STATE OF HAWAII	HI	OREGON CITY PUBLIC SCHL	OR
Third Judicial Circuit - State of Hawaii	HI	Ppmc Education Committee	OR
State of Hawaii Department of Transportation	HI	Stayton Christian School	OR
Office of the Governor	HI	South Columbia Family School	OR
State of Hawaii-Department of Health-Disability & Communication	HI	Sunrise Preschool	OR
		St. Therese Parish/School	OR
		PINE-EAGLE SCHOOL DISTRICT	OR
		061	
		Portland YouthBuilders	OR
		Wallowa County ESD	OR
		Fern Ridge School District 28J	OR
		Knova Learning	OR
		New Horizon Christian School	OR
		MOLALLA RIVER ACADEMY	OR

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HIGH DESERT EDUCATION SERVICE DISTRICT	OR	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
St. Luke Catholic School	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	SILVER FALLS SCHOOL DISTRICT	OR
INTER MOUNTAIN ESD	OR	St Helens School District	OR
STANFIELD SCHOOL DISTRICT	OR	DAYTON SCHOOL DISTRICT NO.8	OR
LA GRANDE SCHOOL DISTRICT	OR	Amity School District 4-J	OR
CASCADE SCHOOL DISTRICT	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	REEDSPORT SCHOOL DISTRICT	OR
hillsboro school district	OR	FOREST GROVE SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
BEAVERTON SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
WILLAMINA SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	RAINIER SCHOOL DISTRICT	OR
Sheridan School District 48J	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
THE CATLIN GABEL SCHOOL	OR	MONROE SCHOOL DISTRICT NO.1J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	CHILDPEACE MONTESSORI	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	HEAD START OF LANE COUNTY	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
OUR LADY OF THE LAKE SCHOOL	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	ARCHBISHOP FRANCIS	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	NORBERT BLANCHET SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Santiam Canyon SD 129J	OR	MT.SCOTT LEARNING CENTERS	OR
WEST HILLS COMMUNITY CHURCH	OR	SEVEN PEAKS SCHOOL	OR
BANKS SCHOOL DISTRICT	OR		
WILLAMETTE EDUCATION SERVICE DISTRICT	OR		

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DE LA SALLE N CATHOLIC HS	OR	GLIDE SCHOOL DISTRICT NO.12	OR
MULTISENSORY LEARNING ACADEMY	OR	SOUTH UMPQUA SCHOOL DISTRICT #19	OR
MITCH CHARTER SCHOOL	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
REALMS CHARTER SCHOOL	OR	ELKTON SCHOOL DISTRICT NO.34	OR
BAKER SCHOOL DISTRICT 5-J	OR	DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
PHILOMATH SCHOOL DISTRICT	OR	HOOD RIVER COUNTY SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	MEDFORD SCHOOL DISTRICT 549C	OR
ESTACADA SCHOOL DISTRICT NO.108	OR	CULVER SCHOOL DISTRICT NO.	OR
GLADSTONE SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
ASTORIA SCHOOL DISTRICT 1C	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
SEASIDE SCHOOL DISTRICT 10	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	KLAMATH FALLS CITY SCHOOLS	OR
VERNONIA SCHOOL DISTRICT 47J	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	CRESWELL SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COQUILLE SCHOOL DISTRICT 8	OR	SIUSLAW SCHOOL DISTRICT	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
BANDON SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	ONTARIO MIDDLE SCHOOL	OR
REDMOND SCHOOL DISTRICT	OR	GERVAIS SCHOOL DIST. #1	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR		
ROSEBURG PUBLIC SCHOOLS	OR		

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U.S. Communities Additional Provisions

JEFFERSON SCHOOL DISTRICT	OR	Vale School District No. 84	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	St. Mary School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Junction City High School	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Three Rivers School District	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Fern Ridge School District	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	JESUIT HIGH SCHL EXEC OFC	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	LASALLE HIGH SCHOOL	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Southwest Christian School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Willamette Christian School	OR
St. Mary Catholic School	OR	Westside Christian High School	OR
CROSSROADS CHRISTIAN SCHOOL	OR	CS LEWIS ACADEMY	OR
ST. ANTHONY SCHOOL	OR	Portland America School	OR
Pedee School	OR	Forest Hills Lutheran School	OR
HERITAGE CHRISTIAN SCHOOL	OR	Mosier Community School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Koreducators Lep High	OR
GLENDALE SCHOOL DISTRICT	OR	Warrenton Hammond School District	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Sutherlin School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Malheur Elementary School District	OR
REYNOLDS SCHOOL DISTRICT	OR	Ontario School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Parkrose School District 3	OR
NOBEL LEARNING COMMUNITIES	OR	Riverdale School District 51J	OR
St. Stephen's Academy	OR	Tillamook School District	OR
McMinnville Adventist Christian School	OR	Madeleine School	OR
Salem-Keizer 24J	OR	Union School District	OR
McKay High School	OR	Helix School District	OR
Pine Eagle Charter School	OR	Riddle School District	OR
Waldo Middle School	OR	Ashbrook Independent School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Molalla River School District	OR
hermiston school district	OR	Corvallis School District 509J	OR
Clear Creek Middle School	OR	Falls City School District #57	OR
Marist High School	OR	Portland Christian Schools	OR
Victory Academy	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
		Insight School of Oregon Painted Hills	OR
		Deer Creek Elementary School	OR
		Yamhill Carlton School District	OR
		COLTON SCHL DIST 53	OR
		HARRISBURG SCHL DIST	OR
		CENTRAL CURRY SCHL DIST#1	OR
		BNAI BRITH CAMP	OR
		OREGON FOOD BANK	OR

Section 8

U.S. Communities Additional Provisions

HOSANNA CHRISTIAN SCHL	OR	GILLIAM COUNTY OREGON	OR
ABIQUA SCHL	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	DOUGLAS ELECTRIC	OR
Scio High School	OR	COOPERATIVE, INC.	
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
Butte Falls School District	OR	clackamas county	OR
Bend International School	OR	CLATSOP COUNTY	OR
Imbler School District #11	OR	COLUMBIA COUNTY, OREGON	OR
monument school	OR	coos county	OR
PENDLETON SCHOOL DISTRICT	OR	CROOK COUNTY ROAD	OR
#16R		DEPARTMENT	
Ohara Catholic School	OR	CURRY COUNTY OREGON	OR
MARCOLA SCHOOL DISTRICT	OR	DESCHUTES COUNTY	OR
079J		GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS	OR
St. Paul School District	OR	OFFICE	
Sabin-Schellenberg Technical Center	OR	HOOD RIVER COUNTY	OR
St Paul Parish School	OR	jackson county	OR
Joseph School District	OR	josephine county	OR
EagleRidge High School	OR	klamath county	OR
Grant Community School	OR	LANE COUNTY	OR
Hope chinese charter	OR	LINN COUNTY	OR
Northwest Academy	OR	MARION COUNTY , SALEM,	OR
Sunny Wolf Charter School	OR	OREGON	
MCKENZIE SCHOOL DISTRICT	OR	MULTNOMAH COUNTY	OR
068		SHERMAN COUNTY	OR
L'Etoiile French Immersion School	OR	WASCO COUNTY	OR
LA GRANDE SCHOOL DISTRICT	OR	YAMHILL COUNTY	OR
001		WALLOWA COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	ASSOCIATION OF OREGON	OR
Marist Catholic High School	OR	COUNTIES	
Springfield Public Schools	OR	NAMI LANE COUNTY	OR
Elgin school dist.	OR	BENTON COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	DOUGLAS COUNTY	OR
Ukiah School District 80R	OR	JEFFERSON COUNTY	OR
Lake Oswego Montessori School	OR	LAKE COUNTY	OR
North Powder Charter School	OR	LINCOLN COUNTY	OR
Siletz Valley School	OR	POLK COUNTY	OR
French American School	OR	UNION COUNTY	OR
Mastery Learning Institute	OR	WASHINGTON COUNTY	OR
North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR

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U.S. Communities Additional Provisions

Washington County Facilities & Park Services	OR	Bend Elks Lodge 1371	OR
		Friendly House, Inc.	OR
Multnomah County Department of Community Justice	OR	Klamath Siskiyou Wildlands Center	OR
		Grants Pass Seventh-day Adventist Church	OR
NORCOR Juvenile Detention	OR		
Tillamook County Estuary	OR	Corvallis Waldorf School	OR
Job Council	OR	Farmworkers Housing Development Corporation	OR
BAKER CNTY GOVT	OR		
TILLAMOOK CNTY	OR	World Forestry Center	OR
Multnomah County Dept of County Assets	OR	Adapt	OR
		Kid Time	OR
Wheeler County	OR	Oregon Farm Bureau	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Mt Emily Safe Center	OR
		Salem First Presbyterian Church	OR
Resource Connections of Oregon	OR	Rolling Hills Baptist Church	OR
Lane County Sheriff's Office	OR	Baker Elks	OR
Clatsop County Sheriff's Office	OR	Gates Community Church of Christ	OR
Harney County Community Corrections	OR	PIP Corps LLC	OR
Grant County Economic Development	OR	Turtle Ridge Wildlife Center	OR
Clackamas County Juvenile Dept	OR	Grande Ronde Model Watershed Foundation	OR
Columbia Basin Care Facility	OR	Western Environmental Law Center	OR
City of Seaside Police Department	OR	Oregon District 7 Little League	OR
Tamarack Aquatic Center	OR	Mercy Flights, Inc.	OR
Seven Feathers Casino	OR	Metropolitan Contractor Improvement Partnership	OR
Oliver P Lent PTA	OR		
Willamette Valley Rehab Center	OR	The Christian Church of Hillsboro Oregonb	OR
St Paul Baptist Church	OR		
Long Tom Watershed Council	OR	Congregation Neveh Shalom	OR
San Martin Deporres Catholic Church	OR	My Fathers House	OR
Portland Parks Foundation	OR	Step Forward Activities Inc	OR
Sweet Home United Methodist Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
Unitarian Universalist Church in Eugene	OR	Lane Arts Council	OR
Emmanuel Bible Church	OR	Building Healthy Family	OR
Portland Community Media	OR	Integral Youth Services	OR
La Pine Chamber of Commerce	OR	Children Center At Trinity	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
		St. Pius X School	OR

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U.S. Communities Additional Provisions

Community Connection of Northeast Oregon, Inc.	OR	REDMOND PROFICIENCY ACADEMY	OR
St Mark Presbyterian Church	OR	OHSU FOUNDATION	OR
Living Opportunities, Inc.	OR	SHELTERCARE	OR
Coos Art Museum	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
OETC	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Blanchet House of Hospitality	OR	Mental Health for Children, Inc.	OR
Garten Services Inc	OR	The Dreaming Zebra Foundation	OR
Incite Incorporated	OR	LAUREL HILL CENTER	OR
Merchants Exchange of Portland, Oregon	OR	THE OREGON COMMUNITY FOUNDATION	OR
Coalition for a Livable Future	OR	OCHIN	OR
West Salem United Methodist	OR	WE CARE OREGON	OR
Central Oregon Visitors Association	OR	SE WORKS	OR
Soroptimist International of Gold Beach, OR	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Real Life Christian Church	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
AVON	OR	FOUNDATIONS FOR A BETTER OREGON	OR
EPUD-Emerald People's Utility District	OR	GOAL ONE COALITION	OR
Human Solutions, Inc.	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
The Wallace Medical Concern	OR	Coastal Family Health Center	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	CENTER FOR COMMUNITY CHANGE	OR
The Ross Ragland Theater and Cultural Center	OR	STAND FOR CHILDREN	OR
Cascade Health Solutions	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Umpqua Community Health Center	OR	EAST SIDE FOURSQUARE CHURCH	OR
ALZHEIMERS NETWORK OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
NATIONAL WILD TURKEY FEDERATION	OR	InventSuccess	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
LIFEWORCS NW	OR	The Blosser Center for Dyslexia Resources	OR
Independent Development Enterprise Alliance	OR	MOSAIC CHURCH	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR		
HALFWAY HOUSE SERVICES, INC.	OR		

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U.S. Communities Additional Provisions

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
RENEWABLE NORTHWEST PROJECT	OR	FIRST UNITARIAN CHURCH	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	ST. ANTHONY CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	Good Shepherd Medical Center	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	Salem Academy	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
OREGON EDUCATION ASSOCIATION	OR	WILLAMETTE VIEW INC.	OR
HEARING AND SPEECH INSTITUTE INC	OR	PORTLAND HABILITATION CENTER, INC.	OR
SALEM ELECTRIC	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
MORRISON CHILD AND FAMILY SERVICES	OR	ROSE VILLA, INC.	OR
JUNIOR ACHIEVEMENT	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
CENTRAL BIBLE CHURCH	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ROGUE FEDERAL CREDIT UNION	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Oregon Research Institute	OR
YWCA SALEM	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
PORTLAND ART MUSEUM	OR	LANE MEMORIAL BLOOD BANK	OR
SAINT JAMES CATHOLIC CHURCH	OR	PORTLAND JEWISH ACADEMY	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	LANECO FEDERAL CREDIT UNION	OR
VOLUNTEERS OF AMERICA OREGON	OR	GRANT PARK CHURCH	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	ST. MARYS OF MEDFORD, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
		FAITHFUL SAVIOR MINISTRIES	OR
		OREGON CITY CHURCH OF THE NAZARENE	OR
		OREGON COAST COMMUNITY	OR

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U.S. Communities Additional Provisions

ACTION		HELP NOW! ADVOCACY	OR
EDUCATION NORTHWEST	OR	CENTER	
COMMUNITY ACTION TEAM, INC.	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	SUNRISE ENTERPRISES	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SPARC ENTERPRISES	OR	SERENITY LANE	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	EAST HILL CHURCH	OR
SALEM ALLIANCE CHURCH	OR	LA GRANDE UNITED METHODIST CHURCH	OR
Lane Council of Governments	OR	COAST REHABILITATION SERVICES	OR
FORD FAMILY FOUNDATION	OR	Edwards Center Inc	OR
TRAILS CLUB	OR	ALVORD-TAYLOR	OR
NEWBERG FRIENDS CHURCH	OR	INDEPENDENT LIVING SERVICES	
WOODBURN AREA CHAMBER OF COMMERCE	OR	NEW HOPE COMMUNITY CHURCH	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	KLAMATH HOUSING AUTHORITY	OR
CITY BIBLE CHURCH	OR	QUADRIPLIGICS UNITED	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	AGAINST DEPENDENCY, INC.	
PORTLAND WOMENS CRISIS LINE	OR	SPONSORS, INC.	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
WILLAMETTE FAMILY	OR	ADDICTIONS RECOVERY CENTER, INC	OR
WHITE BIRD CLINIC	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	OREGON SUPPORTED LIVING PROGRAM	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	SOUTH COAST HOSPICE, INC.	OR
HOUSING NORTHWEST	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
OREGON ENVIRONMENTAL COUNCIL	OR	The International School	OR
MEALS ON WHEELS PEOPLE, INC.	OR	REBUILDING TOGETHER - PORTLAND INC.	OR
FAITH CENTER	OR	PENDLETON ACADEMIES	OR
Bob Belloni Ranch, Inc.	OR	PACIFIC FISHERY MANAGEMENT COUNCIL	OR
GOOD SHEPHERD COMMUNITIES	OR	DOGS FOR THE DEAF, INC.	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR

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U.S. Communities Additional Provisions

EMMAUS CHRISTIAN SCHOOL	OR	PREGNANCY RESOUC	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	CENTERS OF GRETER PORTLAND	
SAINT CATHERINE OF SIENA CHURCH	OR	ELMIRA CHURCH OF CHRIST	OR
PORT CITY DEVELOPMENT CENTER	OR	JASPER MOUNTAIN	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	ACUMENTRA HEALTH WORKSYSTEMS INC	OR
CENTRAL CITY CONCERN	OR	COVENANT CHRISTIAN HOOD RIVER	OR
CANBY FOURSQUARE CHURCH	OR	OREGON DONOR PROGRAM	OR
EMERALD PUD	OR	NAMI OREGON	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	OLIVET BAPTIST CHURCH	OR
BENTON HOSPICE SERVICE	OR	SILVERTON AREA COMMUNITY AID	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
COMMUNITY CANCER CENTER	OR	NEIGHBORIMPACT	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	CATHOLIC COMMUNITY SERVICES	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	NEW AVENUES FOR YOUTH INC	OR
WILD SALMON CENTER	OR	LA CLINICA DEL CARINO	OR
BROAD BASE PROGRAMS INC.	OR	FAMILY HEALTH CARE CENTER	
SUNNYSIDE FOURSQUARE CHURCH	OR	DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
TRAINING EMPLOYMENT CONSORTIUM	OR	WESTERN STATES CENTER	OR
RELEVANT LIFE CHURCH	OR	HIV ALLIANCE, INC	OR
211INFO	OR	PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
SONRISE CHURCH	OR	FANCONI ANEMIA RESEARCH FUND INC.	OR
LIVING WAY FELLOWSHIP	OR	BLIND ENTERPRISES OF OREGON	OR
Women's Safety & Resource Center	OR	OREGON BALLET THEATRE	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	SMART	OR
IRCO	OR	All God's Children International	OR
NORTHWEST YOUTH CORPS	OR	FARMWORKER HOUSING DEV CORP	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
CLASSROOM LAW PROJECT	OR	THE EARLY EDUCATION PROGRAM, INC.	OR
YOUTH GUIDANCE ASSOC.	OR	MACDONALD CENTER	OR

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U.S. Communities Additional Provisions

EVERGREEN AVIATION	OR	WORD OF LIFE COMMUNITY	OR
MUSEUM AND CAP. MICHAEL KING.		CHURCH	
SELF ENHANCEMENT INC.	OR	SOCIAL VENTURE PARTNERS	OR
FRIENDS OF THE CHILDREN	OR	PORTLAND	
SOUTH LANE FAMILY NURSERY	OR	OREGON PROGRESS FORUM	OR
DBA FAMILY RELIEF NURSE		CENTER FOR RESEARCH TO PRACTICE	OR
COMMUNITY VETERINARY CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
PORTLAND SCHOOLS FOUNDATION	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
SUSTAINABLE NORTHWEST	OR	EUGENE BALLET COMPANY	OR
OREGON DEATH WITH DIGNITY	OR	EAST WEST MINISTRIES INTERNATIONAL	OR
BIRCH COMMUNITY SERVICES, INC.	OR	SISKIYOU INITIATIVE	OR
BAY AREA FIRST STEP, INC.	OR	EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
OSLC COMMUNITY PROGRAMS	OR		
EN AVANT, INC.	OR	North Pacific District of Foursquare Churches	OR
ASHLAND COMMUNITY HOSPITAL	OR	CATHOLIC CHARITIES	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	FIRST CHURCH OF THE NAZARENE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR	WESTSIDE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	Housing Development Center	OR
SALMON-SAFE INC.	OR	Hoodview Christian Church	OR
BETHEL CHURCH OF GOD	OR	Child Evangelism Fellowship	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	Little Promises Children's Program	OR
SAINT ANDREW NATIVITY SCHOOL	OR	UNION GOSPEL MISSION	OR
BARLOW YOUTH FOOTBALL	OR	GRACE BAPTIST CHURCH	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	COMMUNITY ACTION ORGANIZATION	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	OUTSIDE IN	OR
TOUCHSTONE PARENT ORGANIZATION	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
CANCER CARE RESOURCES	OR	ELAW	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	COMMUNITY HEALTH CENTER, INC	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Greater Portland INC	OR
SCIENCEWORKS	OR	Eugene Builders Exchange	OR
		Boys & Girls Club of Corvallis	OR
		Southeast Uplift Neighborhood Coalition	OR
		First United Presbyterian Church	OR
		PDX Wildlife	OR

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U.S. Communities Additional Provisions

Friends of the Opera House	OR	Northwest Habitat Institute	OR
Jackson-Josephine 4-C Council	OR	Winding Waters Medical Clinic	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	OR
Childswork Learning Center	OR	Valley Field Office	
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts	OR	Portland Community Reinvestment	OR
Productions, Inc.		Initiatives, Inc.	
Relief Nursery	OR	Christians As Family Adovates	OR
St. Mary's Episcopal Church	OR	GeerCrest Farm & Historical Society	OR
Viking Sal Senior Center	OR	College United Methodist Church	OR
Boys and Girls Club of the rogue	OR	The Collins Foundation	OR
valley		Prince of Peace Lutheran Church &	OR
Lincoln City Chamber of Commerce	OR	School	
DrupalCon Inc., DBA Drupal	OR	NEDCO	OR
Association		Salem Evangelical Church	OR
Albany Partnership for Housing and	OR	Wild Lilac Child Development	OR
Community Development		Community	
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare	OR	Community in Action	OR
Church		Safe Harbors	OR
St Paul Catholic Church	OR	FIRST CHRISTIAN CHURCH	OR
St Mary's Catholic School and Parish	OR	Pacific Classical Ballet	OR
Polk Soil and Water Conservation	OR	Depaul Industries	OR
District		African American Health Coalition	OR
Street Ministry	OR	Jesus Prayer Book	OR
La Grande Church of the Nazarene	OR	Coalition Of Community Health	OR
Spruce Villa, Inc.	OR	River Network	OR
OREGON SCHOOL BOARDS	OR	CCI Enterprises Inc	OR
ASSOCIATION		Oregon Nurses Association	OR
House of Prayer for All Nations	OR	GOODWILL INDUSTRIES OF THE	OR
Sacred Heart Catholic Church	OR	COLUMBIA WILLAMETTE	
African American Health Coaliton,	OR	Mount Angel Abbey	OR
Inc.		YMCA OF ASHLAND	OR
Happy Canyon Company	OR	YMCA OF COLUMBIA-	OR
Village Home Education Resource	OR	WILLAMETTE ASSOCIATION	
Center		SERVICES	
Monet's Children's Circle	OR	Multnomah Law Library	OR
Cascade Housing Association	OR	Friends Of Tryon Creek State P	OR
Dayspring Fellowship	OR		

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U.S. Communities Additional Provisions

Ontrack Inc.	OR	Grace Chapel	OR
Calvin Presbyterian Church	OR	CHILDREN'S MUSEUM 2ND	OR
HOLT INTL CHILD	OR	Solid Rock	OR
St John The Baptist Catholic	OR	West Chehalem Friends Church	OR
Portland Foursquare Church	OR	Guide Dogs For The Blind	OR
Portland Christian Center	OR	Aldersgate Camps and Retreats	OR
Church Extension Plan	OR	St. Katherine's Catholic Church	OR
Occu Afghanistan Relief Effort	OR	The Alliance NW of the Christian &	OR
EUGENE FAMILY YMCA	OR	Missionary Alliance	
Christ The King Parish and School	OR	Bags of Love	OR
Newberg Christian Church	OR	Grand View Baptist Church	OR
First United Methodist Church	OR	Green Electronics Council	OR
Zion Lutheran Church	OR	Scottish Rite	OR
Southwest Bible Church	OR	Western Wood Products Association	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS	OR
Molalla Nazarene Church	OR	FOUNDATION	
Transition Projects, Inc	OR	NEW BEGINNINGS CHRISTIAN	OR
St Michaels Episcopal Church	OR	CENTER	
Saint Johns Catholich Church	OR	HIGHLAND UNITED CHURCH OF	OR
Access Inc	OR	CHRIST	
Community Learning Center	OR	OREGON REPERTORY SINGERS	OR
Old Mill Center for Children and	OR	HIGHLAND HAVEN	OR
Families		FAIR SHARE RESEARCH AND	OR
		EDUCATION FUND	
Sunny Oaks Inc	OR	Oregon Satsang Society, Inc., A	OR
Hospice Center Bend La Pine	OR	chartered Affiliate of ECKANKAR ,	
Westside Foursquare Church	OR	ECKA	
Relief Nursery Inc	OR	First Baptist Church of Enterprise	OR
Morning Star Community Church	OR	The Canby Center	OR
MULTNOMAH DEFENDERS INC	OR	REDMOND FIRE & RESCUE	OR
Providence Health System	OR	Instituto de Cultura y Arte In Xochitl	OR
Holy Trinity Catholic Church	OR	In Cuicatl	
Holy Redeemer Catholic Church	OR	McKenzie Personnel Systems	OR
Alliance Bible Church	OR	OSLC COMMUNITY PROGRAMS	OR
CARE OREGON	OR	OCP	
Mid Columbia Childrens Council	OR	Oregon Nikkei Endowment	OR
HUMANE SOCIETY OF	OR	Grace Community Church	OR
REDMOND		Eastern Oregon Alcoholism	OR
Our Redeemer Lutheran Church	OR	Foundation	
Kbps Public Radio	OR	Grantmakers for Education	OR
Skyball Salem Keizer Youth Bas	OR	The Spiral Gallery	OR
Open Technology Center	OR	The ALS Association Oregon and SW	OR
		Washington Chapter	

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U.S. Communities Additional Provisions

Children's Relief Nursery	OR	LUKE DORF INC	OR
Home Builders	OR	FAMILY CARE INC	OR
New Life Baptist Church	OR	MEDICAL TEAMS INTL	OR
Feral Cat Awareness Team	OR	Clean Slate Canine Rescue &	OR
Florence United Methodist Church	OR	Rehabilitation	
World of Speed	OR	St. Martins Episcopal church	OR
SW Community Health Center	OR	Food for Lane County	OR
Energy Trust of Oregon	OR	Clatsop Behavioral Healthcare	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and	OR
Fr. Bernard Youth Center	OR	museum	
Oregon Psychoanalytic Center	OR	NAMI of Washington County	OR
Store to Door	OR	American Legion Aloha Post 104	OR
Oregon Translational Research and	OR	The Dalles Art Association	OR
Development Insitute		Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership	OR
OUR LADY OF PERPETUAL HELP	OR	Academy/Pioneer Youth Corps Of	
CATHOLIC CHURCH ALBANY		Oregon	
OREGON		Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY	OR
North Coast Christian Church	OR	BOOKSTORE INC	
Union County Economic	OR	NORTH WILLAMETTE VALLEY	OR
Development Corp.		HABITAT FOR HUMANITY	
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR	OR
Eugene Swim and Tennis Club	OR	EFFECTIVE LIVING INC	
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR	The Inn Home for Boys, Inc.9138	OR
Billy Webb Elks lodge #1050	OR	MCKENZIEWATERSHED	OR
Silverton Senior Center	OR	COUNCIL	
First Evangelical Presbyterian Church	OR	Opportunity Connections	OR
of Oregon City		MENNONITE HOME OF ALBANY	OR
Joyful Servant Lutheran Church	OR	INC	
Sandy Seventh-day Adventist Church	OR	Oregon Technical Assistance	OR
Muddy Creek Charter School	OR	Corporation	
A FAMILY FOR EVERY CHILD	OR	Oregon And Southern Idaho Laborers	OR
1000 FRIENDS OF OREGON	OR	Employers Training School	
OREGON PEDIATRIC SOCIETY	OR	New Life Fellowship Church of God	OR
NONPROFIT ASSOCIATION OF	OR	Gladstone Senior Center	OR
OREGON		Education Travel & Culture, Inc.	OR

Section 8

U.S. Communities Additional Provisions

Rural Development Initiatives	OR	The Church of Christ of Latter Day Saints	OR
Jason Lee Manor/UMRC	OR		
Jesus Pursuit Church	OR	Cascade Height Public Charter School PTA	OR
YMCA of Marion and Polk Counties	OR		
PacificSource Health	OR	G.O.B.H.I	OR
Faith Christian Fellowship	OR	Association of Oregon Corrections Employees, Inc.	OR
Brookings Elks Lodge	OR		
Tualatin Lacrosse Club	OR	A Jesus Church Family	OR
Tillamook Seventh Day Adventist Church	OR	300 Main Inc	OR
		Southwestern Oregon Public Defender Services, Inc.	OR
Oregon Jewish Community Foundation	OR	Albertina Kerr Centers	OR
East River Fellowship	OR	Dufur Christian Church	OR
Holy Family Academy	OR	St. Matthew Catholic School	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Serendipity Center Inc	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	Yellowhawk Tribal Health	OR
		CASA of Marion County	OR
Peace Lutheran Church	OR	Oregoinans for Food & Shelter	OR
Living Word Christian Center	OR	Westside Church of Christ Inc	OR
Housing Authority of Douglas County	OR	Northwest Family Services	OR
Vietnamese Christian Community Church	OR	Network Charter School	OR
		Ride Connecton	OR
Forest Park Conservancy	OR	Parenting Now!	OR
Friends for Animals	OR	Christian Church of Woodburn	OR
Family Building Blocks	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
		USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	Good Samaritan Ministry	OR
		Grace Lutheran Church of Molalla	OR
Umpqua Basin Water Association	OR	Trinity Lutheran	OR
Alpha Lambda House Corporation	OR	HOPE LUTHERAN CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR	Mount Pisgah Arboretum	OR
Eugene Creative Care	OR	Redeemer Lutheran Church	OR
		Disjecta Contemporary Art Center	OR

Section 8

U.S. Communities Additional Provisions

Korean Central Covenant Church of Eugene	OR	Smith Memorial Presbyterian Church	OR
Yankton Baptist Church	OR	Western Arts Alliance	OR
BioGift Anatomical	OR	Youth Dynamics	OR
Lower Columbia Estuary Partnership	OR	Ashland Art Center	OR
Mt Hood Hospice	OR	Apostolic Church of Jesus Christ	OR
Opportunity Foundation of central Oregon	OR	DOUGLAS FOREST PROTECTIVE	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Teras Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
SEPTL Southeast Portland Tool Library	OR	SafeHaven Humane Society	OR
Kids Unllimited Academy	OR	Rainier Assembly of God	OR
Cappella Romana	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
National Christian Community Foundation	OR	Bridges to Change	OR
Legal Aid Services of Oregon LITC	OR	DePaul Treatment Centers, Inc.	OR
Willamette Valley Babe Ruth	OR	Ministerio International Casa	OR
Center For Continuous Improvement	OR	New Paradise Worship Center	OR
Northwest Center for Alternatives to Pesticides	OR	Mission Increase Foundation	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Curry Public Transit Inc	OR
The Followers of Christ Church of Oregon City	OR	THREE RIVERS CASINO	OR
SEIU Local 49	OR	Brookings Harbor Christian School	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
		Yamhill Community Care Organization	OR
		Portland Japanese Garden	OR
		The Madeleine Parish	OR
		The Tucker-Maxon Oral School	OR

Section 8

U.S. Communities Additional Provisions

Southwest Neighborhoods, Inc	OR	THE MILL CASINO	OR
Wallowa Valley Center For Wellness	OR	Oregon State University	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Treasure Valley Community College	OR
Portland Yacht Club	OR	Unviersity of Oregon	OR
League of Women Voters	OR	OREGON UNIVERSITY SYSTEM	OR
Oregon & Southern Idaho District Council of Laborers'	OR	University of Western States	OR
Portland Police Sunshine Division	OR	GEORGE FOX UNIVERSITY	OR
Curry Health Network	OR	LEWIS AND CLARK COLLEGE	OR
United Way of Lane County	OR	PACIFIC UNIVERSITY	OR
The Lighthouse School	OR	REED COLLEGE	OR
Great Portland Bible	OR	WILLAMETTE UNIVERSITY	OR
College Possible	OR	LINFIELD COLLEGE	OR
Unithed Way	OR	MULTNOMAH BIBLE COLLEGE	OR
Community Energy Project	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Bridgeport Community Chapel	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Portland Oregon Visitors Association	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Southern Oregon Project Hope	OR	PORTLAND STATE UNIV.	OR
Our United Villages	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Samaritan Health Services Inc.	OR	MARYLHURST UNIVERSITY	OR
Santiam Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Kilchis House	OR	pacific u	OR
Calvary Assembly of God	OR	UNIVERSITY OF OREGON	OR
Lake Grove Presbyterian Church	OR	CONCORDIA UNIV	OR
Grace Lutheran School	OR	Marylhurst University	OR
Western Mennonite School	OR	Corban College	OR
OEA CHOICE TRUST	OR	Oregon Center For Advanced T	OR
American Tinnitus Association	OR	UNIVERSITY OF PORTLAND	OR
Oregon Coast Aquarium, Inc.	OR	Portland Actors Conservatory	OR
HOPE POINT CHURCH	OR	University Of Oregon Athletics Department	OR
Unitus Community Credit Union	OR	Ecola Bible School	OR
St John the Baptist Greek Orthodox Church	OR	WARNERPACIFIC COLG	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	Beta Omega Alumnae	OR
St Andrews Presbyterian	OR	Oregon Institute of Technology	OR
Oregon Rural Electric Cooperative Association	OR	EASTERN OREGON UNIVERSITY	OR
		Wilco Farmers	OR

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U.S. Communities Additional Provisions

Harvest Church	OR	Coquille Economic Development Corporation	OR
Society of American Foresters	OR		
Clackamas River Water Providers	OR	CITY/COUNTY INSURANCE SERVICE	OR
eickhoff dev co inc	OR	COMMUNITY CYCLING CENTER	OR
Cornerstone Association Inc	OR	Shangri La	OR
The Klamath Tribe	OR	Portland Impact	OR
advocate care	OR	Eagle Fern Camp	OR
Cannon Beach Fire	OR	KLAMATH FAMILY HEAD START	OR
Life Flight Network LLC	OR	RIVER CITY DANCERS	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Permit Technical Association	OR
COVENANT RETIREMENT COMMUNITIES	OR	KEIZER EAGLES AERIE 3895	OR
PENTAGON FEDERAL CREDIT UNION	OR	Pgma/Cathie Bourne	OR
SAIF CORPORATION	OR	Sunrise Water	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	Burns Paiute Tribe	OR
LANE ELECTRIC COOPERATIVE	OR	Oregon Public Broadcasting	OR
USAGENCIES CREDIT UNION	OR	La Grande Family Practice	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Linn Benton Lincoln Educational Services District	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Ricoh USA	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Sphere MD	OR
SPIRIT WIRELESS	OR	BIENESTAR, INC.	OR
Kartini Clinic	OR	sunrise water authority	OR
Astra	OR	Mountain Valley Therapy	OR
Beit Hallel	OR	EAsern Oregon Trade and Event Center	OR
Cvalco	OR	Waste-Pro	OR
Elderhealth and Living	OR	NPKA	OR
OREGON CORRECTIONS ENTERPRISES	OR	IBEW280	OR
OREGON STATE HOSPITAL	OR	Confederated Tribes of Warm Springs	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Point West Credit Union	OR
Clatskanie People's Utility District	OR	Oregon State Credit Union	OR
PIONEER COMMUNITY DEVELOPMENT	OR	PIONEER TELEPHONE COOPERATIVE	OR
MARION COUNTY HEALTH DEPT	OR	Halsey-Shedd Fire District	OR
Ricoh USA	OR	Northwest Power and Conservation Council	OR
Heartfelt Obstetrics & Gynecology	OR	Oregon Funeral Directors Association	OR
		Nez Perce Tribe	OR
		Obsidian Urgent Care, P.C.	OR
		First Presbyterian Church of La Grande	OR

Section 8

U.S. Communities Additional Provisions

CONFLUENCE	OR	Tualatin Soil and Water Conservation District	OR
ENVIRONMENTAL CENTE			
A&I Benefit Plan Administrators, Inc.	OR	Silverton Fire District	OR
K Churchill Estates	OR	Lewis and Clark Rural Fire Protection District	OR
CSC HEAD START	OR		
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	Rainbow Water District	OR
crescent grove cemetery	OR	Illinois Valley Fire District	OR
Port of Toledo	OR	Clatskanie RFPD	OR
Roseburg Police Department	OR	PORT OF TILLAMOOK BAY	OR
Molalla Rural Fire Protection District	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
EUGENE WATER & ELECTRIC BOARD	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	OAK LODGE WATER DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	THE PORT OF PORTLAND	OR
GLADSTONE POLICE DEPARTMENT	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	TUALATIN VALLEY WATER DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	PORT OF SIUSLAW	OR
CITY COUNTY INSURANCE SERVICES	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	PORT OF ST HELENS	OR
SOUTH FORK WATER BOARD	OR	LANE TRANSIT DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
SPRINGFIELD UTILITY BOARD	OR	HOODLAND FIRE DISTRICT	OR
Tillamook Urban Renewal Agency	OR	NO.74	
Netarts Water District	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
OAK LODGE SANITARY DISTRICT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
Boardman Rural Fire Protection District	OR	SALEM AREA MASS TRANSIT DISTRICT	OR

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U.S. Communities Additional Provisions

Banks Fire District #13	OR	Woodburn City Of	OR
KLAMATH COUNTY 9-1-1	OR	Brookings Fire / Rescue	OR
GLENDAL RURAL FIRE DISTRICT	OR	City of Veneta	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CITY OF DAMASCUS	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	Hermiston Fire & Emergency Svcs	OR
Lowell Rural Fire Protection District	OR	CEDAR MILL COMMUNITY LIBRARY	OR
TriMet Transit	OR	CITY OF LAKE OSWEGO	OR
Estacada Rural Fire District	OR	LEAGUE OF OREGON CITIES	OR
Keizer Fire District	OR	CITY OF SANDY	OR
State Accident Insurance Fund Corporation	OR	CITY OF ASTORIA OREGON	OR
Bend Metro Park & Recreation District	OR	CITY OF BEAVERTON	OR
Port of Hood River	OR	CITY OF BOARDMAN	OR
La Pine Park & Recreation District	OR	CITY OF CANBY	OR
Brookings- Harbor School District 17c	OR	CITY OF CANYONVILLE	OR
Siuslaw Public Library District	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF CLATSKANIE	OR
Columbia River Fire & Rescue	OR	CITY OF CONDON	OR
Fern Ridge Library District	OR	CITY OF COOS BAY	OR
Bend Park and Recreation District	OR	CITY OF CORVALLIS	OR
Port of Garibaldi	OR	CITY OF CRESWELL	OR
Seal Rock Water District	OR	CITY OF ECHO	OR
Rockwood Water P.U.D.	OR	CITY OF ESTACADA	OR
Tillamook Fire District	OR	CITY OF EUGENE	OR
Tillamook County Transportation Dist	OR	CITY OF FAIRVIEW	OR
Central Lincoln People's Utility District	OR	CITY OF GEARHART	OR
Jefferson Park and Recreation	OR	CITY OF GOLD HILL	OR
City of Monmouth / Public Works	OR	CITY OF GRANTS PASS	OR
McMinnville Police Department	OR	CITY OF GRESHAM	OR
Long Creek School District	OR	CITY OF HILLSBORO	OR
City of Sublimity	OR	CITY OF HOOD RIVER	OR
City of Central Point Parks and Recreation	OR	CITY OF JOHN DAY	OR
Gearhart Fire Department	OR	CITY OF KLAMATH FALLS	OR
		CITY OF LA GRANDE	OR
		CITY OF MALIN	OR
		CITY OF MCMINNVILLE	OR
		CITY OF HALSEY	OR
		CITY OF MEDFORD	OR
		CITY OF MILL CITY	OR
		CITY OF MILWAUKIE	OR
		CITY OF MORO	OR

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U.S. Communities Additional Provisions

CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF LEBANON	OR
CITY OF REEDSPORT	OR	CITY OF PORTLAND	OR
CITY OF RIDDLE	OR	CITY OF SALEM	OR
CITY OF SCAPPOOSE	OR	CITY OF SPRINGFIELD	OR
CITY OF SEASIDE	OR	METRO	OR
CITY OF SILVERTON	OR	CITY OF BURNS	OR
CITY OF STAYTON	OR	CITY OF COTTAGE GROVE	OR
City of Troutdale	OR	CITY OF DALLAS	OR
CITY OF TUALATIN, OREGON	OR	CITY OF FALLS CITY	OR
CITY OF WARRENTON	OR	CITY OF PHOENIX	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PRAIRIE CITY	OR
CITY OF WOODBURN	OR	CITY OF REDMOND	OR
CITY OF TIGARD, OREGON	OR	CITY OF SHERWOOD	OR
CITY OF AUMSVILLE	OR	City of junction city	OR
CITY OF PORT ORFORD	OR	City of Florence	OR
CITY OF EAGLE POINT	OR	Columbia Gorge Community	OR
CITY OF WOOD VILLAGE	OR	City of Dayton	OR
St. Helens, City of	OR	City of Carlton	OR
CITY OF WINSTON	OR	City of Pendleton Convention Center	OR
CITY OF COBURG	OR	City of Monmouth	OR
CITY OF NORTH PLAINS	OR	City of Philomath	OR
CITY OF GERVAIS	OR	City of Sheridan	OR
CITY OF YACHATS	OR	Seaside Public Library	OR
FLORENCE AREA CHAMBER OF	OR	City of Yoncalla	OR
COMMERCE		La Grande Police Department	OR
PORTLAND DEVELOPMENT	OR	Cove City Hall	OR
COMMISSION		NW PORTLAND INDIAN HEALTH	OR
CITY OF CANNON BEACH OR	OR	BOARD	
CITY OF ST. PAUL	OR	Portland Patrol Services	OR
CITY OF ADAIR VILLAGE	OR	City Of Bend	OR
CITY OF WILSONVILLE	OR	City Of Coquille	OR
CITY OF HAPPY VALLEY	OR	City Of Molalla	OR
CITY OF SHADY COVE	OR	ROCKWOOD WATER PEOPLE'S	OR
CITY OF LAKESIDE	OR	UTILITY DISTRICT	
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR

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U.S. Communities Additional Provisions

City of Cornelius, OR	OR	Clatsop Care Health District-Clatsop Retirement Village	OR
Toledo Police Department	OR		
City of Independence	OR	Netarts-Oceanside RFPD	OR
City of Cascade Locks	OR	UIUC	OR
City of Columbia City	OR	Rogue River Fire District	OR
City of Baker City	OR	Aurora Rural Fire District	OR
McMinnville Water & Light	OR	Tillamook County Emergency Communications District	OR
City of Pendleton Parks & Recreation	OR		
CITY OF HEPPNER	OR	Southern Coos Hospital	OR
CITY OF SWEETHOME	OR	Oregon Cascades West Council of Governments	OR
CITY OF THE DALLES	OR		
CLACKAMAS FIRE DIST#1	OR	MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
DESCHUTES PUBLIC LIBRARY	OR		
STAYTON FIRE DISTRICT	OR	PORT OF BANDON	OR
Lake County Chamber of Commerce Inc	OR	OR INT'L PORT OF COOS BAY	OR
City of Ontario	OR	MID-COLUMBIA CENTER FOR LIVING	OR
City of Corvallis Parks and Recreation	OR	DESCHUTES COUNTY RFPD NO.2	OR
North Lincoln Fire & Rescue #1	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Gresham Police Department	OR		
City of Harrisburg	OR	PACIFIC STATES MARINE FISHERIES COMMISSION	OR
Gladstone Public Library	OR		
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION DISTRICT	OR
City of Astoria Parks Dept.	OR		
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT #1	OR
Florence Police Department	OR		
City Of North Bend	OR	COLUMBIA RIVER PUD	OR
City of Union	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Nehalem	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Richland	OR	NEAH KAH NIE WATER DISTRICT	OR
CITY OF LINCOLN CITY	OR	PORT OF UMPQUA	OR
City of Donald	OR	EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
City of Milton-Freewater	OR		
CITY OF SCIO	OR	Benton Soil & Water Conservation District	OR
City of Forest Grove	OR		
City Govrnment	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
City of Mt. Angel	OR	CLEAN WATER SERVICES	OR
Albany Police Department	OR	North Douglas County Fire & EMS	OR
Umatilla Electric Cooperative	OR	Crooked River Ranch Rural Fire Protection District	OR
WATER ENVIRONMENT SERVICES	OR		
Polk County Fire District No.1	OR		

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U.S. Communities Additional Provisions

PARROTT CREEK CHILD & FAM	OR	OREGON TOURISM	OR
South Lane County Fire And Rescue	OR	COMMISSION	
Lake Chinook Fire & Rescue	OR	OREGON STATE POLICE	OR
Clackamas County Water	OR	OFFICE OF THE STATE	OR
Environment Services		TREASURER	
Amity Fire District	OR	OREGON DEPT. OF EDUCATION	OR
CENTRAL OREGON	OR	SEIU LOCAL 503, OPEU	OR
COMMUNITY COLLEGE		OREGON DEPARTMENT OF	OR
UMPQUA COMMUNITY	OR	FORESTRY	
COLLEGE		OREGON STATE DEPT OF	OR
LANE COMMUNITY COLLEGE	OR	CORRECTIONS	
MT. HOOD COMMUNITY	OR	OREGON CHILD DEVELOPMENT	OR
COLLEGE		COALITION	
LINN-BENTON COMMUNITY	OR	OFFICE OF MEDICAL	OR
COLLEGE		ASSISTANCE PROGRAMS	
SOUTHWESTERN OREGON	OR	OREGON OFFICE OF ENERGY	OR
COMMUNITY COLLEGE		OREGON STATE BOARD OF	OR
PORTLAND COMMUNITY	OR	NURSING	
COLLEGE		BOARD OF MEDICAL	OR
CHEMEKETA COMMUNITY	OR	EXAMINERS	
COLLEGE		OREGON LOTTERY	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON BOARD OF	OR
COLUMBIA GORGE	OR	ARCHITECTS	
COMMUNITY COLLEGE		SANTIAM CANYON	OR
TILLAMOOK BAY COMMUNITY	OR	COMMUNICATION CENTER	
COLLEGE		OREGON DEPT OF	OR
KLAMATH COMMUNITY	OR	TRANSPORTATION	
COLLEGE DISTRICT		OREGON TRAVEL	OR
Oregon Coast Community College	OR	INFORMATION COUNCIL	
Clatsop Community College	OR	OREGON DEPARTMENT OF	OR
North Portland Bible College	OR	EDUCATION	
OREGON COMMUNITY	OR	OREGON DEPT. OF	OR
COLLEGE ASSOCIATION		CORRECTIONS	
Umpqua Valley Public Defender	OR	DEPARTMENT OF	OR
Teacher Standards and Practices	OR	ADMINISTRATIVE SERVICES	
Commission		Oregon Board of Massage Therapists	OR
Salem Keizer School District	OR	Oregon Tradeswomen	OR
Purchasing		Oregon Convention Center	OR
Kdrv Channel 12	OR	OREGON SCHL BRDS ASSOCIAT	OR
Opta Oregon Permit Technician	OR	Central Oregon Home Health and Hos	OR
Oregon Forest Resources Institute	OR	Oregon Health Care Quality Cor	OR
Office of the Ong Term Care	OR	OREGON DEPARTMENT OF	OR
Ombudsman		HUMAN SERVICES	
Oregon State Lottery	OR	Oregon Air National Guard	OR
		Training & Employment	OR

Section 8

U.S. Communities Additional Provisions

State of Oregon - Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Aging and People with Disabilities	OR	Housing Authority of Yamhill County	OR
Department of Administrative Services	OR	The Housing Authority of the County of Umatilla	OR
Oregon State Treasury	OR	homeforward	OR
Oregon State Fair Council	OR	Hawaii County	
Oregon DEQ	OR	Honolulu County	
Procurement Services/DAS	OR	Kauai County	
STATE OF OREGON	OR	Maui County	
OREGON JUDICIAL DEPARTMENT	OR	Kalawao County	
Oregon State Board of Architect Examiners	OR	Aiea	
		Anahola	
City of Astoria Fire Department	OR	Barbers Point N A S	
Columbia Gorge ESD	OR	Camp H M Smith	
Nehalem Bay Wastewater	OR	Captain Cook	
Association of Oregon Community Mental Health Programs	OR	Eleele	
VA	OR	Ewa Beach	
US FISH AND WILDLIFE SERVICE	OR	Fort Shafter	
Bonneville Power Administration	OR	Haiku	
Bureau Of Land Management	OR	Hakalau	
Oregon Army National Guard	OR	Haleiwa	
USDA Forest Service	OR	Hana	
Yellowhawk Tribal Health Center	OR	Hanalei	
ANGELL JOB CORPS	OR	Hanamaulu	
Coquille Indian Housing Authority	OR	Hanapepe	
COLLEGE HOUSING NORTHWEST	OR	Hauula	
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	Hawaii National Park	
		Hawaiian Ocean View	
HOUSING AUTHORITY OF PORTLAND	OR	Hawi	
WEST VALLEY HOUSING AUTHORITY	OR	Hickam AFB	
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	Hilo	
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR	Holualoa	
MARION COUNTY HOUSING AUTHORITY	OR	Honaunau	
		Honokaa	
		Honolulu	
		Honomu	
		Hoolehua	
		Kaaawa	
		Kahuku	
		Kahului	
		Kailua	

Section 8

U.S. Communities Additional Provisions

Kailua Kona
Kalaheo
Kalaupapa
Kamuela
Kaneohe
Kapaa
Kapaau
Kapolei
Kaumakani
Kaunakakai
Kawela Bay
Keaau
Kealahou
Kealia
Keauhou
Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala

Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu
Campus
University of Phoenix - Hawaii
Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

Section 8

U.S. Communities Additional Provisions

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Section 8

U.S. Communities Additional Provisions

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Section 8

U.S. Communities Additional Provisions

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

U.S. Communities Additional Provisions

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (“Services”), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, And Incentives
- 1.2. EXHIBIT B: Installation Fees
- 1.3. EXHIBIT C: National Network Of Distributors And Installers
- 1.4. EXHIBIT D: Freight Rate Schedules
- 1.5. EXHIBIT E: Product Warranties
- 1.6. EXHIBIT F: Scope of Work
- 1.7. EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. DESCRIPTION OF PRODUCTS AND SERVICES.

- 3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company’s proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company’s proposal will only take precedence over the RFP to the extent the Company properly

took exception to the terms of the RFP in the manner required by the RFP.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the “Purchase Price”) as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company’s compliance with the terms and conditions of this Contract or the City’s payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of

\$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. NON-APPROPRIATION OF FUNDS.

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

7. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
- 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
- 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 7.6. Communication among and between the City and the Company's staff;
- 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
- 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. CITY PROJECT MANAGER.

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

11. BACKGROUND CHECKS.

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

- 13. NON-EXCLUSIVITY.**

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.**

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

- 15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

15.1. GENERAL WARRANTIES.

- 15.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;

- 15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
- 15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
- 15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
- 15.1.7. All information provided by the Company about each of their employees is accurate; and
- 15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.**
The Company further represents and warrants that:
 - 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. **WORK ON CITY'S PREMISES.**

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.**

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. **REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.**

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. **REGENERATION OF LOST OR DAMAGED DATA.**

With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. **E-VERIFY.**

Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. **IRAN DIVESTMENT ACT.**

Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

17. REMEDIES.

17.1. **RIGHT TO COVER.**

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.**

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. **SETOFF.**

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. **OTHER REMEDIES.**

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

18.1. **TERM.**

This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. **TERMINATION BY THE CITY.**

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.**

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. **NO SUSPENSION.**

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. **AUTHORITY TO TERMINATE.**

The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager, or any designee of the City

Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.

Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. OTHER REMEDIES.

The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. TRANSITION SERVICES UPON TERMINATION.

Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

20. CHANGES.

In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the

Services or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- 25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its Companies, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 25.1.2. *Information of the City or its Companies, contractors or licensors marked “Confidential” or “Proprietary.”*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen.*

Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

25.2. **RESTRICTIONS.**

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. **EXCEPTIONS.**

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. **UNINTENTIONAL DISCLOSURE.**

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. **REMEDIES.**

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. **TYPES OF INSURANCE**

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

26.2. **OTHER INSURANCE REQUIREMENTS.**

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

28. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE: _____

FAX: _____

E-MAIL: _____

For the City:

Karen Ewing
City of Charlotte
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2992

FAX: 704-632-8254

kelmore@ci.charlotte.nc.us

With Copy To (Company):

PHONE: _____

EMAIL: _____

With Copy To (City):

Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202

PHONE: (704)336-3012

cwhite@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. **BINDING NATURE AND ASSIGNMENT.**

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. **CITY NOT LIABLE FOR DELAYS.**

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. **FORCE MAJEURE.**

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. NO PUBLICITY.

No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. APPROVALS.

All approvals or consents required under this Contract must be in writing.

29.10. WAIVER.

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. SURVIVAL OF PROVISIONS.

The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"
Section 15 "Representations and Warranties of Company"
Section 18 "Term and Termination of Contract"
Section 21 "City Ownership of Work Product"
Section 23 "Indemnification"
Section 25 "Confidential Information"
Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

- 29.13. **DRAFTER’S PROTECTION.**
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. **CONFLICT OF INTEREST.**
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. **NO BRIBERY.**
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. **HARASSMENT.**
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. **TRAVEL UPGRADES.**
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company’s invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 29.19. **TAXES.**
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract

for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

29.21. COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

Exhibit A
Sample City Contract

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

The Charlotte Observer Publishing Co.

Charlotte, NC

Affidavit of Publication

North Carolina } ss

Mecklenburg County }

Charlotte Observer

REFERENCE: 205406 CITY OF CHARLOTTE PROCUREMENT

0002885308 REQUEST FOR PROPOSALS Sealed
proposal responses will be received by the City
of Charlotte, Procurement Management Division

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

PUBLISHED ON: 01/25/2017

AD SPACE: 24 LINES

FILED ON: 01/31/2017



NAME: Judith M. Deans

TITLE: Acctg Clerk

DATE: FEB 01 2017

In Testimony Whereof I have hereunto set my hand and affixed my seal, the day and year aforesaid.

Notary: [Signature]

My commission Expires: ___/___/___

My Commission Expires May 27, 2021



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

10/01/2020
Quote #101589-01-02

Lakewood Gardens Park

Village of Palm Springs
Attn: Justin Lucas
226 Cypress Lane
Palm Springs, FL 33461
Phone: 561-964-8820
jlucas@vpsfl.org

Ship to Zip 33461

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	INSTALL	5-Star Plus - Removal & Disposal of existing equipment- <i>Also includes the poured rubber surfacing and concrete plaza</i>			\$5,900.00	\$5,900.00
3775	INSTALL	5-Star Plus - Digout/Sitework of area (per sq. ft.)			\$1.28	\$4,832.00
1	178749	GameTime - Owner's Kit			\$58.00	\$58.00
1	5179	GameTime - Welcome Sign (5-12)	\$499.00	3.00	\$484.03	\$484.03
1	5178	GameTime - Welcome Sign (2-5)	\$499.00	3.00	\$484.03	\$484.03
1	RDU	GameTime - PrimeTime/Xscape Hybrid System			\$49,853.00	\$49,853.00
		(1) 12421 -- Store Panel Enclosure				
		(1) 18766 -- Fun Seat 36"				
		(1) 19036 -- Optional Access Step (4')				
		(1) 19234 -- Loop Ladder (6')				
		(1) 26063 -- Bubble Climbing Wall Attachment				
		(1) 26066 -- Laced Climbing Wall Attachment				
		(11) 26094 -- Triangular Shroud				
		(1) 26096 -- Arched Chain Net Link (Stainless)				
		(2) 26121 -- 90 Deg 3 Way X-Pod Step				
		(1) 26088 -- Tri Ladder				
		(1) 26142 -- Single With Step				
		(1) 19331 -- Spiral Step Climber 4' & 4'6"				
		(1) 27078 -- Trapezoid Overhead Ladder 60 Deg PT				
		(1) 27062 -- Vessel 1 Way				
		(1) 19286 -- Transfer Platform W/ Guardrail 4'				
		(4) 18201 -- 36" Tri Punched Deck P/T				
		(1) 26058 -- 3 Way X-Pod Step				
		(1) 26159 -- 4'-0" Connectscape Climber				
		(1) 19749 -- Traverse Climber Link (2' rise)				
		(1) 19372 -- Play Port Bridge				
		(1) 19804 -- Splitter 6'				
		(1) 19466 -- Olympus Climber 5'/6'				
		(2) 19388 -- Exit Section Wilderslide II				
		(1) 19387 -- Right Curve Section Wilderslide II				
		(3) 19386 -- Left Curve Section Wilderslide II				



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

10/01/2020
Quote #101589-01-02

Lakewood Gardens Park

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		(2) 19391 -- Support Wilderslide li				
		(1) 19464 -- Double Entrance				
		(3) 12025 -- 3 1/2" Uppt Ass'Y Alum 10'				
		(9) 12027 -- 3 1/2" Uppt Ass'Y Alum 12'				
1	GRANT	DRP Promo - GameTime Grant Promotion Funding Discount- <i>Order must be placed prior to October 31, 2020</i>			(\$20,528.00)	(\$20,528.00)
1	MCV1RI	GameTime - Modern City V Series 1 (Roto/IG)			\$25,803.00	\$25,803.00
1	GRANT	DRP Promo - GameTime Grant Promotion Funding Discount - MC- <i>Order must be placed prior to October 31, 2020</i>			(\$4,902.00)	(\$4,902.00)
1	8477	GameTime - Fusion	\$5,765.00	3.00	\$5,592.05	\$5,592.05
1	12583	GameTime - Ada Primetime Swing Frame, 3 1/2" Od	\$1,257.00	3.00	\$1,219.29	\$1,219.29
2	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,299.00	16.00	\$1,091.16	\$2,182.32
2	28009	GT-Site - 6' P/S Bench W/Back Inground	\$685.00	3.00	\$664.45	\$1,328.90
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer; includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$25,400.00	\$25,400.00
3775	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>	\$3.75	13.33	\$3.25	\$12,268.75
3775	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- <i>50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty</i>			\$14.70	\$55,492.50
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings- <i>Two Playgrounds, Freestanding Items</i>			\$2,200.00	\$2,200.00
1	INSTALL	5-Star Plus - Building Permits- <i>Permit Running Only - All fees for Permits to be paid by City Siteplan to be provided by the city for permitting.</i>			\$800.00	\$800.00
					Sub Total	\$168,467.87
					Estimated Freight	\$3,636.00
					Total	\$172,103.87

Comments

NOTE : Special Grant Promotion - Save an additional \$1,400 from total if ordered prior to October 15, 2020.

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robdom@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.
All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
For more information on the Omnia Partners / U.S. Communities contract please visit OmniaPartnersPublicSector.GameTime



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

10/01/2020
Quote #101589-01-02

Lakewood Gardens Park

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$172,103.87**



A PLAYCORE COMPANY

www.gametime.com

Lakewood Gardens Park

Village of Palm Springs, FL



www.playdrp.com



Playpalette: Atlantic
Uprights: Brown

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Lakewood Gardens Park Village of Palm Springs, FL



www.playdrp.com



A PLAYCORE COMPANY

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Lakewood Gardens Park Village of Palm Springs, FL



www.playdrp.com



Playpalette: Atlantic
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Lakewood Gardens Park Village of Palm Springs, FL



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Lakewood Gardens Park

Village of Palm Springs, FL



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a PLAYCORE company

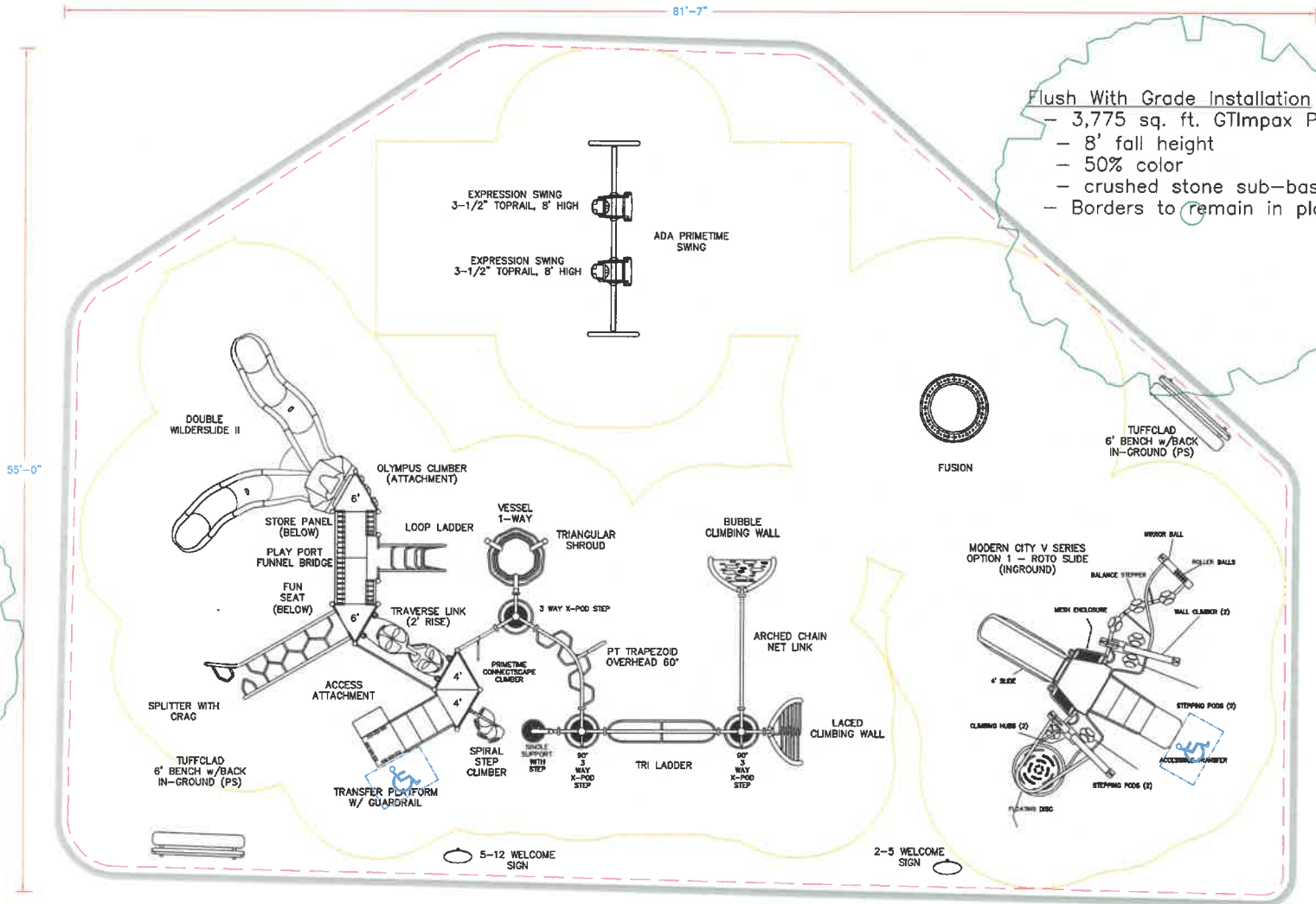
www.gametime.com

Lakewood Gardens Park

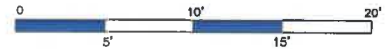
Village of Palm Springs, FL



www.playdrp.com



- Flush With Grade Installation
- 3,775 sq. ft. GImpax Poured Rubber
 - 8' fall height
 - 50% color
 - crushed stone sub-base
 - Borders to remain in place



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Kirk Road Park
Village of Palm Springs
Representative
Dominica Recreation Products

This play equipment is recommended for children ages
2-5 & 5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F-1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Rob
Date:
9-28-20
Drawing Name:
Kirk Road



A **PLAYCORE** Company

GAMETIME 2020 OMNIA PARTNERS U.S. COMMUNITIES PRICE LIST 2001

GAMETIME PRODUCTS & SERVICES

Effective Date: January 1, 2020

**GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, SE
Fort Payne, Alabama 35967**

**Telephone: 256/845-5610
Facsimile: 256/845-9361
E-mail: info@gametime.com
Web Site: www.gametime.com**



GAMETIME POLICIES

Specifications: Specifications were current at the time of publication. GameTime has an ongoing policy of product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

Terms of sale: To governmental agencies and tax supported institutions, and those with approved credit, payment is due 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, MasterCard or American Express. All other orders will require a 50% deposit at time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D.).

Prices: Prices are F.O.B. factory and do not include freight charges. All prices were current at time of publication and quoted in U.S. Funds. Prices are subject to change without notice. Current prices will apply at the time of shipment. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at time of shipment.

Freight charges: Freight charges are determined and collected by the carrier unless GameTime is requested and agrees to prepay and add these costs to the invoice.

Taxes: If applicable, taxes will be added to the invoice except when a tax exempt certificate is provided with the purchase order at the time of order entry.

Minimum Order: Our minimum order is US \$50.00.

Order cancellation: Once accepted, orders can be canceled only with the consent of GameTime, and on terms which will indemnify GameTime against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

Domestic shipments: Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination.

Delays in transit: GameTime is not responsible for delays in transit and such delays shall not alter our invoicing terms.

Loss or damage in transit: GameTime is not responsible for loss or damage in transit. Carefully check all materials received; any shortage, discrepancy or damage must be noted on the delivery receipt and signed by the carriers representative. Failure to note exceptions on the delivery receipt may impair your right to recovery from the carrier.

Weights: All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

GAMETIME ONLY 2020 OMNIA PARTNERS - U.S.C PRICE LIST 2001

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GAMETIME 2020 OMNIA - U.S.C. DISCOUNT SCHEDULE 2001

GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES

USC DISCT

1.0 *Park and Playground Equipment* including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts.

1.1	GameTime Play Equipment (see volume discount below)	Principal Components	24%
		Primary Components	20%
		Ancillary Accessories	18%
		Complimentary Products	16%
		Companion Accessories	9%
		Auxiliary Products (PlayWorx)	6%
		Enhancement Products	3%
		Exempt Specials	0%

2.0 *Outdoor Fitness Equipment* for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

2.1	GameTime Fitness	Companion Accessories	9%
		Auxiliary Products	6%
		Contributory Products	3%
		Exempt Accessories	0%

3.0 *Site Accessories* such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related site accessories.

3.1	GameTime	Ancillary Components	3%
		Adjunct Accessories	3%
3.2	GTShade	Shade Structures	3%

GAMETIME 2020 OMNIA - U.S.C. DISCOUNT SCHEDULE 2001

GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES

USC DISCT

4.0 Surfacing Materials including but not limited to pour-in-place, rubber tiles, wood fiber, and recycled materials.

GameTime & GTImpax	Engineered Wood Fiber	18%
	Recycled Materials (Shredded)	
	Tiles	
	Poured-In-Place & Bonded	
	Turf	
	Interlocking Tiles	
	Surfacing Accessories	

5.0 Services such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

GameTime Services	Design & Project Management	No Charge
GameTime Sales Agencies	Design, Project Management, Community Install Services	See Price List
GameTime Installers	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	See Price List

Volume Discounts

Volume single purchases of GameTime composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from \$50,000 to \$75,000; 10% from \$75,000 to \$100,000 and 15% for orders exceeding \$100,000.

Installation Fees

See *GameTime U.S. Communities Installation Charges*

Shipping and Delivery – Shipping Program

Shipments shall be f.o.b. destination with freight charges prepaid and added separately.



GameTime Division
PlayCore Wisconsin, Inc.
150 Playcore Drive SE
Fort Payne, AL 35967
Tel: 800.235.2440

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

<u>PART GROUP DESCRIPTIONS</u>		<u>USC Discount</u>
05	Principal Components	24%
06	Attendant Products	24%
10	Primary Components	24%
15	Primary Apparatus	16%
18	Adjunct Component	24%
20	Surfacing Accessories	18%
22	Companion Components	16%
32	Component Products	3%
34	Component Extensions	3%
35	Compliment Products	16%
40	Auxiliary Products	6%
42	Associate Products	16%
44	Companion Products	3%
45	Exempt Products	0%
46	Apparatus Products	16%
47	Companion Accessories	9%
48	Affiliate Products	6%
49	Core Products	16%
50	Developmental Products	20%
51	Enhancement Products	3%
52	Adjunct Products	16%
54	Product Extensions	9%
62	Adjunct Accessories	3%
70	Ancillary Components	3%
73	Supplement Products	3%
80	Exempt Accessories	0%
85	Exempt Parts	0%

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
1	49	S Hook	EA	\$ 2.34	16%	\$ 1.96
53	35	Health Ladder	EA	\$ 1,462.00	16%	\$ 1,228.08
80	42	Chain (Per Foot)	LF	\$ 3.47	16%	\$ 2.91
107	16	Cast Alum Seat H H Seat	EA	\$ 46.00	24%	\$ 34.96
109	15	Trapeze Ring Single	EA	\$ 53.00	16%	\$ 44.52
128	70	Ground Sockets	EA	\$ 134.00	3%	\$ 129.98
200	51	Four Seat Buck-A-Bout	EA	\$ 1,408.00	3%	\$ 1,365.76
211	16	Top	EA	\$ 7.84	24%	\$ 5.95
213	70	Clevis	EA	\$ 4.24	3%	\$ 4.11
243	48	Buck-A-Bout, 2 Seat	EA	\$ 1,672.00	6%	\$ 1,571.68
311	42	Top	EA	\$ 6.00	16%	\$ 5.04
325	48	Whirl W/ Mechanical Brake	EA	\$ 2,382.00	6%	\$ 2,239.08

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
342	70	Portable Tetherball Set	SET	\$ 278.00	3%	\$ 269.66
343	70	Permanent Tetherball Set	SET	\$ 146.00	3%	\$ 141.62
396	70	Mini Bike Assembly	EA	\$ 942.00	3%	\$ 913.74
564	35	Curved Balance Beam	EA	\$ 771.00	16%	\$ 647.64
618	35	Space Module	EA	\$ 4,404.00	16%	\$ 3,699.36
619	15	Space Crawlway	EA	\$ 1,874.00	16%	\$ 1,574.16
655	15	Dome Climber	EA	\$ 1,373.00	16%	\$ 1,153.32
657	15	Eagle'S Perch	EA	\$ 3,557.00	16%	\$ 2,987.88
831	70	Basic T-Swing	EA	\$ 889.00	3%	\$ 862.33
919	48	Whirl-Hydraulic Brake	EA	\$ 4,931.00	6%	\$ 4,635.14
954	15	Giant Muscle Man W/Climb Poles	EA	\$ 5,144.00	16%	\$ 4,320.96
999	48	Super Seat li	EA	\$ 120.00	6%	\$ 112.80
1013	16	Center Fitting	EA	\$ 163.00	24%	\$ 123.88
1016	16	2" To 1" Tee (Casting)	EA	\$ 46.00	24%	\$ 34.96
1018	16	Cap	EA	\$ 27.00	24%	\$ 20.52
1019	16	3 Way Cast	EA	\$ 31.00	24%	\$ 23.56
1022	16	Pipe Plug	EA	\$ 4.40	24%	\$ 3.34
1027	16	Plug	EA	\$ 2.59	24%	\$ 1.96
1029	16	2 Elbow Alum	EA	\$ 105.00	24%	\$ 79.80
1031	16	Alum. Eye Casting	EA	\$ 22.00	24%	\$ 16.72
1033	16	1 1/4" To 1 1/4" Alum Tee	EA	\$ 29.00	24%	\$ 22.04
1047	70	Cush Bump Belt Seat W/Shooks	EA	\$ 91.00	3%	\$ 88.27
1080	49	Heavy-Duty Chain (Per Foot)	LF	\$ 5.18	16%	\$ 4.35
1089	52	Spring Mount Casting	EA	\$ 21.00	16%	\$ 17.64
1170	16	Pipe Plug	EA	\$ 4.77	24%	\$ 3.62
1171	16	Pipe Plug	EA	\$ 2.92	24%	\$ 2.21
1172	16	2" Pipe Plug	EA	\$ 5.00	24%	\$ 3.80
1173	16	3" Cast Al Dome Pipe Cap	EA	\$ 4.12	24%	\$ 3.13
1313	35	Graduated Balance Beam	EA	\$ 962.00	16%	\$ 808.08
1461	52	2 3/8" O.D. Swing Hanger	EA	\$ 57.00	16%	\$ 47.88
1462	49	3 1/2" O.D. Swing Hanger	EA	\$ 59.00	16%	\$ 49.56
1463	54	5" O.D. Swing Hanger-Painted	EA	\$ 67.00	9%	\$ 60.97
1464	54	8521 Enclosed Tot Seat Pkg 5" Od	EA	\$ 306.00	9%	\$ 278.46
1467	52	985 Super Seat 2 Pkg 5" Od	EA	\$ 276.00	16%	\$ 231.84
1468	54	2958 Belt Seat Pkg 5" Od	EA	\$ 243.00	9%	\$ 221.13
1469	54	2684 Enclosed Tot Seat 2 3/8" Od	EA	\$ 296.00	9%	\$ 269.36
1470	54	2686 Enclosed Tot Seat 3 1/2" Od	EA	\$ 303.00	9%	\$ 275.73
1477	52	Bc2609 Super Seat 2 2 3/8" Od	EA	\$ 288.00	16%	\$ 241.92
1479	52	Bc2610 Super Seat 2 3 1/2" Od	EA	\$ 292.00	16%	\$ 245.28
1481	54	2954 Belt Seat 2 3/8" Od	EA	\$ 250.00	9%	\$ 227.50
1483	54	2955 Belt Seat 3 1/2" Od	EA	\$ 255.00	9%	\$ 232.05
1485	52	Swing Hanger 2 3/8"O.D. Painted	EA	\$ 62.00	16%	\$ 52.08
1486	54	Swing Hanger 3 1/2"O.D. Painted	EA	\$ 65.00	9%	\$ 59.15
1487	52	Swing Hanger 5"O.D. Galvd	EA	\$ 60.00	16%	\$ 50.40

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
1488	15	Trapeze Hanger Package	EA	\$ 88.00	16%	\$ 73.92
1526	15	Ragin' Rotator	EA	\$ 1,408.00	16%	\$ 1,182.72
1892	35	Vine Trellis	EA	\$ 2,599.00	16%	\$ 2,183.16
1981	15	Upper Body Trainer F/S	EA	\$ 2,439.00	16%	\$ 2,048.76
2313	48	Saddle Seat	EA	\$ 181.00	6%	\$ 170.14
3087	15	Rainbow Arch	EA	\$ 1,782.00	16%	\$ 1,496.88
3131	70	Spider Net Small	EA	\$ 17,099.00	3%	\$ 16,586.03
3137	51	Omnitri Net	EA	\$ 24,737.00	3%	\$ 23,994.89
3140	48	KidNetix Apollo	EA	\$ 16,465.00	6%	\$ 15,477.10
3142	16	End Cap	EA	\$ 6.30	24%	\$ 4.78
3143	70	KidNetix Gateway	EA	\$ 13,199.00	3%	\$ 12,803.03
3144	70	KidNetix Eclipse	EA	\$ 31,299.00	3%	\$ 30,360.03
3146	70	KidNetix AstroJump	EA	\$ 13,559.00	3%	\$ 13,152.23
3147	48	Axis	EA	\$ 14,859.00	6%	\$ 13,967.46
3148	48	Roundabout	EA	\$ 23,499.00	6%	\$ 22,089.06
3156	70	Spider Net Medium	EA	\$ 21,759.00	3%	\$ 21,106.23
3158	70	Spider Net Large	EA	\$ 36,059.00	3%	\$ 34,977.23
3205	15	Spinning Sensory Wave Seat	EA	\$ 1,132.00	16%	\$ 950.88
3206	15	FS Sensory Wave Arch System	EA	\$ 4,544.00	16%	\$ 3,816.96
3207	15	FS Sensory Wave Corner Arch	EA	\$ 5,911.00	16%	\$ 4,965.24
3208	15	FS Sensory Wave Horseshoe Arch	EA	\$ 8,646.00	16%	\$ 7,262.64
3209	15	FS Sensory Wave Ground Level S	EA	\$ 5,546.00	16%	\$ 4,658.64
3210	15	FS Sensory Wave Ground Level Transfer	EA	\$ 4,058.00	16%	\$ 3,408.72
3240	15	Sensory Ring	EA	\$ 552.00	16%	\$ 463.68
3249	44	Harmonic Chimes (set of 7)	EA	\$ 6,750.00	3%	\$ 6,547.50
3253	15	Sensory Carwash	EA	\$ 28,372.00	16%	\$ 23,832.48
3256	32	Cantata Chimes	EA	\$ 4,541.00	3%	\$ 4,404.77
3259	32	Concert Trio	EA	\$ 4,028.00	3%	\$ 3,907.16
3260	15	Sensory Whirlpool	EA	\$ 17,363.00	16%	\$ 14,584.92
3262	40	Sensory Ring Piano	EA	\$ 2,096.00	6%	\$ 1,970.24
3263	35	Sensory Ring Water Wave	EA	\$ 2,346.00	16%	\$ 1,970.64
3264	47	Sensory Ring JamBox	EA	\$ 2,183.00	9%	\$ 1,986.53
3265	15	Sensory Ring Bells	EA	\$ 1,269.00	16%	\$ 1,065.96
3266	47	Sensory Ring Roller Balls	EA	\$ 1,494.00	9%	\$ 1,359.54
3267	46	Sensory Ring Color Wheel	EA	\$ 2,166.00	16%	\$ 1,819.44
3268	15	Sensory Ring Spin Chimes	EA	\$ 1,377.00	16%	\$ 1,156.68
3269	47	Sensory Ring Hourglass	EA	\$ 1,237.00	9%	\$ 1,125.67
3270	46	Sensory Ring Twist Bearing	EA	\$ 756.00	16%	\$ 635.04
3271	46	Sensory Ring Pachinko	EA	\$ 1,316.00	16%	\$ 1,105.44
3272	46	Sensory Ring Hypnetic	EA	\$ 1,510.00	16%	\$ 1,268.40
3273	47	Sensory Ring Rain	EA	\$ 1,148.00	9%	\$ 1,044.68
3306	06	Window Red 20" for Dome	EA	\$ 583.00	24%	\$ 443.08
3308	10	Window Blue 20" for Dome	EA	\$ 583.00	24%	\$ 443.08
3309	06	Window Yellow 20" for Dome	EA	\$ 583.00	24%	\$ 443.08

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
3310	15	Caterpillar Crawl Tube	EA	\$ 2,037.00	16%	\$ 1,711.08
3315	05	Water Wave 2 Sided Sensor for Dome	EA	\$ 3,776.00	24%	\$ 2,869.76
3316	05	Piano 2 Sided Sensor for Dome	EA	\$ 4,162.00	24%	\$ 3,163.12
3319	05	Jam Box 2 Sided Sensor for Dome	EA	\$ 3,912.00	24%	\$ 2,973.12
3320	06	Bells 2 sided sensor for Dome	EA	\$ 1,407.00	24%	\$ 1,069.32
3326	06	Window Green 20" for Dome	EA	\$ 585.00	24%	\$ 444.60
3327	06	Window Orange 20" for Dome	EA	\$ 583.00	24%	\$ 443.08
3329	05	Sensory Dome Climber Insert	EA	\$ 145.00	24%	\$ 110.20
3778	05	2 To 5 Age Appropriate Sign	EA	\$ 651.00	24%	\$ 494.76
3779	05	5 To 12 Age Appropriate Sign	EA	\$ 651.00	24%	\$ 494.76
3785	42	Playcurbs - Stakes	EA	\$ 18.10	16%	\$ 15.20
3900	15	Spin Chimes 20" 2S	EA	\$ 1,375.00	16%	\$ 1,155.00
3901	46	Hypentic Wheel 20" 2S	EA	\$ 1,508.00	16%	\$ 1,266.72
3902	46	Hypentic Wheel 20" 1S	EA	\$ 1,460.00	16%	\$ 1,226.40
3903	47	Hypentic Wheel 12" 2S	EA	\$ 980.00	9%	\$ 891.80
3904	15	Bells 20" 1S	EA	\$ 813.00	16%	\$ 682.92
3905	15	Bells 12" 1S	EA	\$ 488.00	16%	\$ 409.92
3906	15	Bells 20" 2S	EA	\$ 1,267.00	16%	\$ 1,064.28
3907	15	Bells 12" 2S	EA	\$ 745.00	16%	\$ 625.80
3908	15	Green Window 20" 1S	EA	\$ 345.00	16%	\$ 289.80
3909	15	Green Window 12" 1S	EA	\$ 221.00	16%	\$ 185.64
3910	15	Red Window 20" 1S	EA	\$ 345.00	16%	\$ 289.80
3911	15	Red Window 12" 1S	EA	\$ 221.00	16%	\$ 185.64
3912	15	Orange Window 20" 1S	EA	\$ 345.00	16%	\$ 289.80
3913	15	Orange Window 12" 1S	EA	\$ 221.00	16%	\$ 185.64
3914	46	Blue Window 20" 1S	EA	\$ 345.00	16%	\$ 289.80
3915	32	Blue Window 12" 1S	EA	\$ 221.00	3%	\$ 214.37
3916	15	Yellow Window 20" 1S	EA	\$ 345.00	16%	\$ 289.80
3917	15	Yellow Window 12" 1S	EA	\$ 221.00	16%	\$ 185.64
3924	15	Flat Mirror 12" 1S	EA	\$ 180.00	16%	\$ 151.20
3925	15	Flat Mirror 12" 2S	EA	\$ 335.00	16%	\$ 281.40
3926	15	Flat Mirror 20" 1S	EA	\$ 308.00	16%	\$ 258.72
3927	15	Flat Mirror 20" 2S	EA	\$ 573.00	16%	\$ 481.32
3928	15	Fun Mirror 12" 1S	EA	\$ 244.00	16%	\$ 204.96
3929	15	Fun Mirror 12" 2S	EA	\$ 459.00	16%	\$ 385.56
3930	15	Fun Mirror 20" 1S	EA	\$ 327.00	16%	\$ 274.68
3931	15	Fun Mirror 20" 2S	EA	\$ 588.00	16%	\$ 493.92
3932	46	20 1s JamBox w Adaptive Switch Port 20" 1S	EA	\$ 2,226.00	16%	\$ 1,869.84
3933	47	JamBox w Adaptive Switch Port 20" 2S	EA	\$ 2,183.00	9%	\$ 1,986.53
3934	46	Piano w Adaptive Switch Port 20" 1S	EA	\$ 2,387.00	16%	\$ 2,005.08
3935	47	Piano w Adaptive Switch Port 20" 2S	EA	\$ 2,346.00	9%	\$ 2,134.86
3936	46	20 1s Water Waves w Adaptive Switch Port 20" 1S	EA	\$ 2,140.00	16%	\$ 1,797.60
3937	46	Water Waves w Adaptive Switch Port 20" 2S	EA	\$ 2,096.00	16%	\$ 1,760.64
3938	47	Color Wheel 12" 2S	EA	\$ 1,274.00	9%	\$ 1,159.34

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
3939	46	Color Wheel 20" 2S	EA	\$ 2,166.00	16%	\$ 1,819.44
3940	47	Giggler 12" 2S	EA	\$ 2,528.00	9%	\$ 2,300.48
3941	46	Giggler 20" 2S	EA	\$ 2,826.00	16%	\$ 2,373.84
3942	47	Hourglass 12" 2S	EA	\$ 891.00	9%	\$ 810.81
3943	47	Hourglass 20" 2S	EA	\$ 1,237.00	9%	\$ 1,125.67
3944	15	Hourglass 20" 1S	EA	\$ 1,781.00	16%	\$ 1,496.04
3945	46	Rain 12" 2S	EA	\$ 1,044.00	16%	\$ 876.96
3946	47	Rain 20" 2S	EA	\$ 1,148.00	9%	\$ 1,044.68
3947	40	Pachinko 12" 1S	EA	\$ 1,045.00	6%	\$ 982.30
3948	46	Pachinko 20" 2S	EA	\$ 1,316.00	16%	\$ 1,105.44
3949	46	Pachinko 20" 1S	EA	\$ 1,456.00	16%	\$ 1,223.04
3950	47	Roller Balls 12" 2S	EA	\$ 826.00	9%	\$ 751.66
3951	47	Roller Balls 20" 2S	EA	\$ 1,494.00	9%	\$ 1,359.54
3952	46	Twist Bearing 20" 2S	EA	\$ 756.00	16%	\$ 635.04
4248	49	S Hook Pliers	EA	\$ 437.00	16%	\$ 367.08
4650	15	FS Sensory Wave Arch	EA	\$ 1,196.00	16%	\$ 1,004.64
4651	15	FS Sensory Wave Curve	EA	\$ 1,038.00	16%	\$ 871.92
4652	15	FS S Wave Transfer Punched Insert	EA	\$ 941.00	16%	\$ 790.44
4653	15	FS S Wave Transfer Roller Insert	EA	\$ 2,240.00	16%	\$ 1,881.60
4654	15	FS Sensory Wave End Transfer	EA	\$ 523.00	16%	\$ 439.32
4655	15	FS Sensory Wave Return Step	EA	\$ 432.00	16%	\$ 362.88
4656	15	FS Sensory Wave Footbuck 1' - 1'6"	EA	\$ 272.00	16%	\$ 228.48
4657	15	FS Sensory Wave Footbuck 2' - 2'6"	EA	\$ 299.00	16%	\$ 251.16
4658	15	FS Sensory Wave Footbuck 3' - 3'6"	EA	\$ 352.00	16%	\$ 295.68
4659	15	FS Sensory Wave Footbuck 4' - 4'6"	EA	\$ 382.00	16%	\$ 320.88
4660	15	FS Sensory Wave Footbuck 5' - 5'6"	EA	\$ 436.00	16%	\$ 366.24
4661	15	FS Sensory Wave Footbuck 6'	EA	\$ 434.00	16%	\$ 364.56
4662	35	Up & Around Bronze Sensor Package	EA	\$ 1,965.00	16%	\$ 1,650.60
4663	35	Up & Around Silver Sensor Package	EA	\$ 4,723.00	16%	\$ 3,967.32
4664	35	Up & Around Gold Sensor Package	EA	\$ 7,699.00	16%	\$ 6,467.16
4665	15	Up S Bronze Sensor Package	EA	\$ 3,068.00	16%	\$ 2,577.12
4666	35	Up S Silver Sensor Package	EA	\$ 5,961.00	16%	\$ 5,007.24
4667	15	Up S Gold Sensor Package	EA	\$ 11,796.00	16%	\$ 9,908.64
4668	47	Up & On Bronze Sensor Package	EA	\$ 571.00	9%	\$ 519.61
4669	46	Up & On Silver Sensor Package	EA	\$ 1,967.00	16%	\$ 1,652.28
4670	35	Up & On Gold Sensor Package	EA	\$ 4,942.00	16%	\$ 4,151.28
4671	15	Double Up & On Bronze Sensor Package	EA	\$ 2,275.00	16%	\$ 1,911.00
4672	15	Double Up & On Silver Sensor Package	EA	\$ 3,856.00	16%	\$ 3,239.04
4673	15	Double Up & On Gold Sensor Package	EA	\$ 6,832.00	16%	\$ 5,738.88
4675	32	Harmonic Chimes (set of 1)	EA	\$ 983.00	3%	\$ 953.51
4676	44	Harmonic Chimes (set of 3)	EA	\$ 2,953.00	3%	\$ 2,864.41
4677	32	Melody Chimes	EA	\$ 5,308.00	3%	\$ 5,148.76
4678	32	Concert Duo	EA	\$ 3,034.00	3%	\$ 2,942.98
4680	44	Jazz Combo	EA	\$ 5,766.00	3%	\$ 5,593.02

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
4681	44	Jazz A Minor	EA	\$ 3,007.00	3%	\$ 2,916.79
4682	44	Jazz C Major	EA	\$ 3,007.00	3%	\$ 2,916.79
4685	15	FS Horseshoe Arch Bronze Sensor Pkg	EA	\$ 4,771.00	16%	\$ 4,007.64
4686	35	FS Horseshoe Arch Silver Sensor Pkg	EA	\$ 7,851.00	16%	\$ 6,594.84
4687	15	FS Horseshoe Arch Gold Sensor Package	EA	\$ 13,684.00	16%	\$ 11,494.56
4688	35	FS Arch Bronze Sensor Package	EA	\$ 2,275.00	16%	\$ 1,911.00
4689	35	FS Arch Silver Sensor Package	EA	\$ 3,856.00	16%	\$ 3,239.04
4690	15	FS Arch Gold Sensor Package	EA	\$ 6,832.00	16%	\$ 5,738.88
4691	35	FS Corner Arch Bronze Sensor Pkg	EA	\$ 3,669.00	16%	\$ 3,081.96
4692	35	FS Corner Arch Silver Sensor Package	EA	\$ 6,613.00	16%	\$ 5,554.92
4693	35	FS Corner Arch Gold Sensor Package	EA	\$ 9,587.00	16%	\$ 8,053.08
4694	15	FS Grnd Level S Bronze Sensor Pkg	EA	\$ 6,679.00	16%	\$ 5,610.36
4695	15	FS Grnd Level S Silver Sensor Pkg	EA	\$ 8,179.00	16%	\$ 6,870.36
4696	15	FS Grnd Level S Gold Sensor Pkg	EA	\$ 14,228.00	16%	\$ 11,951.52
4697	46	FS Grnd Level Gold Transfer Sensor Pkg	EA	\$ 2,384.00	16%	\$ 2,002.56
4841	05	Maze Wheel Ass'Y	EA	\$ 169.00	24%	\$ 128.44
4842	05	Echo Chamber Ass'Y	EA	\$ 109.00	24%	\$ 82.84
4843	05	Flat Mirror Ass'Y	EA	\$ 85.00	24%	\$ 64.60
4844	05	Bubble Mirror Ass'Y	EA	\$ 158.00	24%	\$ 120.08
4845	05	Stained Glass Ass'Y - Red	EA	\$ 103.00	24%	\$ 78.28
4846	05	Stained Glass Ass'Y-Yellow	EA	\$ 106.00	24%	\$ 80.56
4847	05	Hypno Wheel Ass'Y	EA	\$ 146.00	24%	\$ 110.96
4880	48	Inground Mount For Spring Rider	EA	\$ 108.00	6%	\$ 101.52
4882	42	Fire Truck Spring Rider	EA	\$ 940.00	16%	\$ 789.60
4883	42	Dump Truck Spring Rider	EA	\$ 940.00	16%	\$ 789.60
4888	48	Coil Spring Mt-S/M	EA	\$ 181.00	6%	\$ 170.14
4889	70	Rubber Spring-Loose Fill	EA	\$ 991.00	3%	\$ 961.27
4890	54	"C"Spring-Surface Mount	EA	\$ 187.00	9%	\$ 170.17
4891	48	Coil Spring Mt-Loose Fill	EA	\$ 266.00	6%	\$ 250.04
4892	70	Rubber Spring S/M	EA	\$ 925.00	3%	\$ 897.25
4893	48	"C"Spring-Loose Fill	EA	\$ 276.00	6%	\$ 259.44
4950	42	Nexgen Swing Seat	EA	\$ 271.00	16%	\$ 227.64
4951	52	3 1/2" NextGen Swing w clevis (galv)	EA	\$ 340.00	16%	\$ 285.60
4952	52	5" x 8' NextGen Swing w clevis (galv)	EA	\$ 340.00	16%	\$ 285.60
4953	54	Belt Seat (5" OD) - Galv	EA	\$ 273.00	9%	\$ 248.43
4954	54	Super Seat 2 (5" OD) - Galv	EA	\$ 306.00	9%	\$ 278.46
4955	52	Nexgen Seat 2 (5" OD) - Galv	EA	\$ 355.00	16%	\$ 298.20
5004	51	3 1/2" Antiwrap Adaptive Seat-Galv	EA	\$ 618.00	3%	\$ 599.46
5008	51	3 1/2" Antiwrap Zero-G (5-12)-Galv	EA	\$ 760.00	3%	\$ 737.20
5009	51	3 1/2" Antiwrap Zero-G (5-12)-Galv	EA	\$ 786.00	3%	\$ 762.42
5011	51	3 1/2" Antiwrap Zero-G (2-5)-Galv	EA	\$ 744.00	3%	\$ 721.68
5014	51	3 1/2" Antiwrap Super Seat2-Galv	EA	\$ 526.00	3%	\$ 510.22
5015	51	3 1/2" Antiwrap Super Seat2-Galv	EA	\$ 541.00	3%	\$ 524.77
5017	70	3 1/2" Antiwrap Enclosed Tot-Galv	EA	\$ 557.00	3%	\$ 540.29

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
5020	70	3 1/2" Antiwrap Belt Seat-Galv	EA	\$ 507.00	3%	\$ 491.79
5021	70	3 1/2" Antiwrap Belt Seat-Galv	EA	\$ 523.00	3%	\$ 507.31
5023	70	3 1/2" Antiwrap Enclosed Tot-Galv	EA	\$ 543.00	3%	\$ 526.71
5025	70	3 1/2" Antiwrap Belt Seat-Galv	EA	\$ 493.00	3%	\$ 478.21
5029	51	3 1/2" Antiwrap Super Seat2-Galv	EA	\$ 531.00	3%	\$ 515.07
5032	15	2-5 Age Appropriate Fiberglass Sign	EA	\$ 1,263.00	16%	\$ 1,060.92
5033	15	5-12 Age Appropriate Fiberglass Sign	EA	\$ 1,263.00	16%	\$ 1,060.92
5034	15	2-5 Or 5-12 Age Appr Fiberglass Sign	EA	\$ 1,263.00	16%	\$ 1,060.92
5035	35	Custom Fiberglass Sign 1S	EA	\$ 1,728.00	16%	\$ 1,451.52
5036	15	Custom Fiberglass Sign 2S	EA	\$ 2,440.00	16%	\$ 2,049.60
5039	51	3 1/2" Antiwrap Zero-G (5-12)-Galv	EA	\$ 760.00	3%	\$ 737.20
5040	51	3 1/2" Antiwrap Zero-G (5-12)-Galv	EA	\$ 786.00	3%	\$ 762.42
5042	51	3 1/2" Antiwrap Zero-G (2-5)-Galv	EA	\$ 744.00	3%	\$ 721.68
5052	15	Discover Cave W/Primary Grips	EA	\$ 4,048.00	16%	\$ 3,400.32
5053	15	Discover Cave W/Rock Grips	EA	\$ 4,090.00	16%	\$ 3,435.60
5054	16	Split Tee	EA	\$ 20.00	24%	\$ 15.20
5055	52	Merry-Go-All	EA	\$ 5,644.00	16%	\$ 4,740.96
5056	54	Arch Swing	EA	\$ 6,481.00	9%	\$ 5,897.71
5057	54	Double Arch Swing	EA	\$ 12,811.00	9%	\$ 11,658.01
5101	15	Kidnetix - Triangle Bridge	EA	\$ 6,215.00	16%	\$ 5,220.60
5102	15	Kidnetix - X Bridge	EA	\$ 9,284.00	16%	\$ 7,798.56
5103	15	Kidnetix - Cliffhanger	EA	\$ 1,537.00	16%	\$ 1,291.08
5105	15	Kidnetix - Large Spider Web	EA	\$ 5,473.00	16%	\$ 4,597.32
5106	15	Kidnetix - Net Tube	EA	\$ 12,752.00	16%	\$ 10,711.68
5107	15	Kidnetix - Horizontal Net Ladder	EA	\$ 3,123.00	16%	\$ 2,623.32
5109	15	Kidnetix - Cliffhanger Bridge	EA	\$ 5,756.00	16%	\$ 4,835.04
5110	15	Kidnetix - Cargo Net (Large Hammock)	EA	\$ 9,983.00	16%	\$ 8,385.72
5111	15	Kidnetix - Pod Landing	EA	\$ 693.00	16%	\$ 582.12
5112	35	Skyrun Zipline 100'	EA	\$ 16,050.00	16%	\$ 13,482.00
5113	15	Kidnetix Conifer Topper	EA	\$ 477.00	16%	\$ 400.68
5120	35	Skyrun Zipline 75'	EA	\$ 15,361.00	16%	\$ 12,903.24
5121	15	Kidnetix - Cube Net	EA	\$ 16,117.00	16%	\$ 13,538.28
5122	15	Kidnetix - Torsion Net	EA	\$ 8,865.00	16%	\$ 7,446.60
5124	15	Kidnetix - Triangle Net	EA	\$ 7,535.00	16%	\$ 6,329.40
5125	15	Gadget Frame (F/S)	EA	\$ 508.00	16%	\$ 426.72
5128	52	Expression Swing 3 1/2" X 8'	EA	\$ 1,423.00	16%	\$ 1,195.32
5129	15	3 In A Row Gadget	EA	\$ 1,923.00	16%	\$ 1,615.32
5130	15	Air Lock Cog Gadget	EA	\$ 2,858.00	16%	\$ 2,400.72
5131	15	Color Wheel Gadget	EA	\$ 2,825.00	16%	\$ 2,373.00
5132	15	Frog Slide Puzzle Gadget	EA	\$ 2,043.00	16%	\$ 1,716.12
5133	15	Steel Drum Gadget	EA	\$ 4,059.00	16%	\$ 3,409.56
5134	15	Twist Ball Run Gadget	EA	\$ 2,122.00	16%	\$ 1,782.48
5135	15	Sun Blossom	EA	\$ 2,446.00	16%	\$ 2,054.64
5139	15	Large Sprout Climber	EA	\$ 1,351.00	16%	\$ 1,134.84

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
5140	15	Small Sprout Climber	EA	\$ 1,304.00	16%	\$ 1,095.36
5145	52	Expression Swing 5" X 8'	EA	\$ 1,423.00	16%	\$ 1,195.32
5146	15	Memory / Reaction Game (Gadget Only)	EA	\$ 5,998.00	16%	\$ 5,038.32
5147	70	Xscape Solo Swing 3 1/2" X 8'	EA	\$ 1,381.00	3%	\$ 1,339.57
5148	70	Xscape Swing Aab 3 1/2" X 8'	EA	\$ 788.00	3%	\$ 764.36
5149	70	Ps Solo Swing 5" X 8'	EA	\$ 1,873.00	3%	\$ 1,816.81
5150	70	Ps Swing Aab 5" X 8'	EA	\$ 1,074.00	3%	\$ 1,041.78
5151	70	Pt Solo Swing Frame 3 1/2" X 8'	EA	\$ 1,212.00	3%	\$ 1,175.64
5152	70	Pt Solo Add-A-Bay 3 1/2" X 8'	EA	\$ 733.00	3%	\$ 711.01
5153	52	Classic Solo Swing 3 1/2"X8' Galv	EA	\$ 837.00	16%	\$ 703.08
5154	52	Classic Solo Swg Aab 3 1/2"X8' Galv	EA	\$ 393.00	16%	\$ 330.12
5156	70	Single Post Solo Swing 5" X 8'	EA	\$ 1,037.00	3%	\$ 1,005.89
5157	70	Sgl Post Aad Double Bay 5"X8'	EA	\$ 1,689.00	3%	\$ 1,638.33
5158	42	Express Swing W/Todd Seat 3 1/2"X8'	EA	\$ 1,583.00	16%	\$ 1,329.72
5159	42	Express Swing W/Todd Seat 5" X 8'	EA	\$ 1,583.00	16%	\$ 1,329.72
5165	49	Expression Swing w Adaptive Seat 3 1/2	EA	\$ 1,952.00	16%	\$ 1,639.68
5166	49	Expression Swing w Adaptive Seat 5"	EA	\$ 1,952.00	16%	\$ 1,639.68
5167	49	Expression Swing Tandem	EA	\$ 1,765.00	16%	\$ 1,482.60
5168	49	Expression Swing Tandem	EA	\$ 1,777.00	16%	\$ 1,492.68
5170	35	Saucer Swing	EA	\$ 5,790.00	16%	\$ 4,863.60
5173	42	Adaptive Swing w/Rung Belt	EA	\$ 180.00	16%	\$ 151.20
5174	46	Modern City 6' Slide (In-Ground)	EA	\$ 9,705.00	16%	\$ 8,152.20
5175	47	Modern City 6' Slide (Surface Mount)	EA	\$ 9,705.00	9%	\$ 8,831.55
5176	46	SS Modern City 6' Slide (In-Ground)	EA	\$ 11,667.00	16%	\$ 9,800.28
5177	46	SS Modern City 6' Slide (Surface Mount)	EA	\$ 11,667.00	16%	\$ 9,800.28
5178	32	Welcome Sign (2-5)	EA	\$ 499.00	3%	\$ 484.03
5179	32	Welcome Sign (5-12)	EA	\$ 499.00	3%	\$ 484.03
5180	32	Welcome Sign (2-5 or 5-12)	EA	\$ 499.00	3%	\$ 484.03
5184	62	MusicBall	EA	\$ 3,722.00	3%	\$ 3,610.34
5185	15	Olympus Climber	EA	\$ 2,274.00	16%	\$ 1,910.16
5186	15	Olympus Climber	EA	\$ 1,964.00	16%	\$ 1,649.76
5187	15	Olympus Climber	EA	\$ 2,378.00	16%	\$ 1,997.52
5542	52	Classic Swing 2 3/8" X 8' Galvanized	EA	\$ 881.00	16%	\$ 740.04
5544	52	Classic Swing 3 1/2" X 8' Galvanized	EA	\$ 869.00	16%	\$ 729.96
5545	52	Classic Swing 3 1/2" X 10' Galvanized	EA	\$ 947.00	16%	\$ 795.48
5546	52	Classic Swing Add A Bay 2 3/8"X8' Galv	EA	\$ 454.00	16%	\$ 381.36
5548	52	Classic Swing Add Bay 3 1/2"X8' Galv	EA	\$ 439.00	16%	\$ 368.76
5549	52	Classic Swing Add Bay 3 1/2"X10' Galv	EA	\$ 464.00	16%	\$ 389.76
6051	48	Dinosaur Saddlemate Jurassic Green	EA	\$ 871.00	6%	\$ 818.74
6054	48	Two Seater Fire Chief	EA	\$ 937.00	6%	\$ 880.78
6056	48	Race Car Saddlemate	EA	\$ 984.00	6%	\$ 924.96
6057	48	Police Car Saddlemate	EA	\$ 967.00	6%	\$ 908.98
6058	48	Two Seater Jeep	EA	\$ 917.00	6%	\$ 861.98
6063	48	Dinosaur Saddlemate Purple	EA	\$ 871.00	6%	\$ 818.74

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
6064	51	Jumbo Flyer	EA	\$ 977.00	3%	\$ 947.69
6065	48	Dinosaur In-Ground Mount	EA	\$ 425.00	6%	\$ 399.50
6100	16	Maintenance Kit	EA	\$ 2,017.00	24%	\$ 1,532.92
6101	16	Astm Test Kit	EA	\$ 1,173.00	24%	\$ 891.48
6118	48	Space Whirl	EA	\$ 6,645.00	6%	\$ 6,246.30
6141	15	Mini Pod Toad Stool	EA	\$ 262.00	16%	\$ 220.08
6142	15	Whirlwind Seat Tilted (F/S)	EA	\$ 662.00	16%	\$ 556.08
6143	15	Whirlwind Seat Straight (F/S)	EA	\$ 656.00	16%	\$ 551.04
6144	15	Nature Discovery Table	EA	\$ 1,657.00	16%	\$ 1,391.88
6197	52	Backhoe Digger	EA	\$ 997.00	16%	\$ 837.48
6198	52	Backhoe Digger, Accessible	EA	\$ 1,013.00	16%	\$ 850.92
6200	15	Sky Runner (F/S)	EA	\$ 2,854.00	16%	\$ 2,397.36
6201	15	Tilted Sky Runner (F/S)	EA	\$ 4,249.00	16%	\$ 3,569.16
6202	15	Mini Sky Runner (F/S)	EA	\$ 1,568.00	16%	\$ 1,317.12
6206	15	Double Xcelerator	EA	\$ 8,795.00	16%	\$ 7,387.80
6212	15	Playtime Junction	EA	\$ 17,840.00	16%	\$ 14,985.60
6213	15	Challenge Rings	EA	\$ 7,046.00	16%	\$ 5,918.64
6223	15	Merry Musical	EA	\$ 4,630.00	16%	\$ 3,889.20
6224	15	Schooner	EA	\$ 19,608.00	16%	\$ 16,470.72
6225	15	Ship'S Wheel	EA	\$ 859.00	16%	\$ 721.56
6229	46	Play On Sign	EA	\$ 1,338.00	16%	\$ 1,123.92
6231	15	G2	EA	\$ 4,269.00	16%	\$ 3,585.96
6232	15	Pod (1'-0")	EA	\$ 338.00	16%	\$ 283.92
6233	15	Pod (2'-0")	EA	\$ 372.00	16%	\$ 312.48
6237	15	Shadow Play Sky Runner	EA	\$ 5,825.00	16%	\$ 4,893.00
6238	15	Shadow Play Flower	EA	\$ 4,827.00	16%	\$ 4,054.68
6240	47	Xcelerator	EA	\$ 4,093.00	9%	\$ 3,724.63
6242	15	Shadow Play Tri Runner	EA	\$ 14,952.00	16%	\$ 12,559.68
6243	35	Tri Runner	EA	\$ 12,912.00	16%	\$ 10,846.08
6245	35	RoxAll See Saw	EA	\$ 10,514.00	16%	\$ 8,831.76
6246	42	Solo Spinner	EA	\$ 1,619.00	16%	\$ 1,359.96
6247	48	Deco Spring Rider Single	EA	\$ 1,234.00	6%	\$ 1,159.96
6248	51	Deco Spring Rider Double	EA	\$ 2,100.00	3%	\$ 2,037.00
6249	35	Sensory Cove Climber - Square	EA	\$ 2,743.00	16%	\$ 2,304.12
6251	35	Wrinkle Wall (3 Panel)	EA	\$ 6,560.00	16%	\$ 5,510.40
6252	35	Wrinkle Wall (7 Panel)	EA	\$ 15,094.00	16%	\$ 12,678.96
6253	46	Wrinkle Wall (8 Panel)	EA	\$ 17,286.00	16%	\$ 14,520.24
6254	15	Rock A Bout	EA	\$ 3,805.00	16%	\$ 3,196.20
6255	15	Sensory Dome - Small	EA	\$ 7,594.00	16%	\$ 6,378.96
6256	15	Sensory Dome - Medium	EA	\$ 10,959.00	16%	\$ 9,205.56
6257	47	Sensory Dome - Large	EA	\$ 16,953.00	9%	\$ 15,427.23
6258	35	Sensory Cove Climber - Triangle	EA	\$ 2,245.00	16%	\$ 1,885.80
6259	54	Sitting See Saw	EA	\$ 2,539.00	9%	\$ 2,310.49
6261	35	PlayLab See Saw (Standing)	EA	\$ 3,506.00	16%	\$ 2,945.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
6262	73	Inclusive Whirl - Basic	EA	\$ 10,500.00	3%	\$ 10,185.00
6263	73	Inclusive Whirl - Natural	EA	\$ 10,500.00	3%	\$ 10,185.00
6264	73	Inclusive Whirl - Playful	EA	\$ 10,500.00	3%	\$ 10,185.00
6265	35	Vertical Wiggle Climber	EA	\$ 4,629.00	16%	\$ 3,888.36
6277	49	Lady Bug Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6278	49	Bunny Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6279	49	Duck Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6280	49	Fox Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6281	49	Mule Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6282	49	Raccoon Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6283	49	Train Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6284	49	Turtle Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6285	49	UFO Spring Rider	EA	\$ 940.00	16%	\$ 789.60
6415	15	F/S Space Loop Climb	EA	\$ 3,471.00	16%	\$ 2,915.64
6487	15	2 Way Coaster Climber	EA	\$ 2,039.00	16%	\$ 1,712.76
6510	35	Space Arch	EA	\$ 1,256.00	16%	\$ 1,055.04
7035	15	Spiral Game, F/S	EA	\$ 1,844.00	16%	\$ 1,548.96
7038	15	Telescope, F/S	EA	\$ 1,139.00	16%	\$ 956.76
7050	15	4'Volcano Climber F/S	EA	\$ 3,974.00	16%	\$ 3,338.16
7051	15	6'Volcano Climber F/S	EA	\$ 6,337.00	16%	\$ 5,323.08
7052	15	8'Volcano Climber F/S	EA	\$ 9,021.00	16%	\$ 7,577.64
7053	15	4'Hi Ribbon Wall	EA	\$ 4,459.00	16%	\$ 3,745.56
7054	15	8'Hi Ribbon Wall	EA	\$ 8,985.00	16%	\$ 7,547.40
7056	15	8' "S" Wall Climber	EA	\$ 6,149.00	16%	\$ 5,165.16
7068	15	8'Cosmix Station	EA	\$ 4,304.00	16%	\$ 3,615.36
7071	15	Rockscape Rock Step Link	EA	\$ 3,802.00	16%	\$ 3,193.68
7075	15	Rocketship	EA	\$ 12,130.00	16%	\$ 10,189.20
7081	15	5'-6" F/S Rockscape Arch Climber	EA	\$ 8,135.00	16%	\$ 6,833.40
7082	15	7'-6" F/S Rockscape Arch Climber	EA	\$ 13,743.00	16%	\$ 11,544.12
7086	15	Vertical Rock Climber	EA	\$ 3,275.00	16%	\$ 2,751.00
7087	15	Rockscape Arch Wall	EA	\$ 3,347.00	16%	\$ 2,811.48
7088	15	Rock Step	EA	\$ 263.00	16%	\$ 220.92
7089	15	Spider Web	EA	\$ 3,733.00	16%	\$ 3,135.72
7090	15	Rope Walk	EA	\$ 2,340.00	16%	\$ 1,965.60
7091	15	Web Wall	EA	\$ 2,548.00	16%	\$ 2,140.32
7092	15	Rockscape Lightning Climber	EA	\$ 908.00	16%	\$ 762.72
7093	15	Rockscape Circle Stepper	EA	\$ 1,134.00	16%	\$ 952.56
7095	15	Rock Step Attachment	EA	\$ 254.00	16%	\$ 213.36
7099	15	Soft Step	EA	\$ 674.00	16%	\$ 566.16
7100	15	Rockscape Verticalical Climber	EA	\$ 728.00	16%	\$ 611.52
7102	15	Rockscape Quadri Climber	EA	\$ 1,282.00	16%	\$ 1,076.88
8107	70	Anti-Wrap Hanger 2 3/8"	PR	\$ 309.00	3%	\$ 299.73
8108	70	Anti-Wrap Hanger 3 1/2"	PR	\$ 354.00	3%	\$ 343.38
8475	73	Surfboard	EA	\$ 6,549.00	3%	\$ 6,352.53

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
8476	73	Infinity Bowl	EA	\$ 2,140.00	3%	\$ 2,075.80
8477	73	Fusion	EA	\$ 5,765.00	3%	\$ 5,592.05
8520	51	Enclosed Tot Seat	EA	\$ 163.00	3%	\$ 158.11
8531	48	Adaptive Swing W/Chain	EA	\$ 362.00	6%	\$ 340.28
8533	15	Single Tower Challenge	EA	\$ 13,300.00	16%	\$ 11,172.00
8537	54	Adaptive Swing W/Chain	EA	\$ 371.00	9%	\$ 337.61
8542	52	Ada 8' Ht Swing Frame, 2 3/8" Toprail	EA	\$ 881.00	16%	\$ 740.04
8544	52	Ada 8' Ht Swing Frame, 3 1/2" Toprail	EA	\$ 869.00	16%	\$ 729.96
8545	52	Ada 10' Ht Swing Frame, 3 1/2" Toprail	EA	\$ 947.00	16%	\$ 795.48
8546	52	Ada 8' Ht Add-A-Bay, 2 3/8" Toprail	EA	\$ 454.00	16%	\$ 381.36
8548	52	Ada 8' Ht Add-A-Bay, 3 1/2" Toprail	EA	\$ 439.00	16%	\$ 368.76
8549	52	Ada 10' Ht Add-A-Bay, 3 1/2" Toprail	EA	\$ 464.00	16%	\$ 389.76
8550	48	2 3/8" Zero-G Chair (5-12)-Galv Chain	EA	\$ 515.00	6%	\$ 484.10
8551	48	2 3/8" Zero-G Chair (5-12)-Galv Chain	EA	\$ 541.00	6%	\$ 508.54
8552	48	3 1/2" Zero-G Chair (5-12)-Galv Chain	EA	\$ 520.00	6%	\$ 488.80
8553	48	3 1/2" Zero-G Chair (5-12)-Galv Chain	EA	\$ 545.00	6%	\$ 512.30
8554	48	2 3/8" Zero-G Chair (2-5)-Galv Chain	EA	\$ 499.00	6%	\$ 469.06
8555	48	3 1/2" Zero-G Chair (2-5)-Galv Chain	EA	\$ 505.00	6%	\$ 474.70
8556	48	2 3/8" Zero-G Chair (5-12)-Galv Chain	EA	\$ 515.00	6%	\$ 484.10
8557	48	2 3/8" Zero-G Chair (5-12)-Galv Chain	EA	\$ 541.00	6%	\$ 508.54
8558	48	3 1/2" Zero-G Chair (5-12)-Galv Chain	EA	\$ 520.00	6%	\$ 488.80
8559	48	3 1/2" Zero-G Chair (5-12)-Galv Chain	EA	\$ 545.00	6%	\$ 512.30
8560	48	2 3/8" Zero-G Chair (2-5)-Galv Chain	EA	\$ 499.00	6%	\$ 469.06
8561	48	3 1/2" Zero-G Chair (2-5)-Galv Chain	EA	\$ 505.00	6%	\$ 474.70
8658	51	Gt Stockcar	EA	\$ 1,302.00	3%	\$ 1,262.94
8659	52	Safety Belt - Gt Stockcar	EA	\$ 40.00	16%	\$ 33.60
8662	35	Walking The Plank	EA	\$ 1,710.00	16%	\$ 1,436.40
8664	70	Volleyball Posts	EA	\$ 419.00	3%	\$ 406.43
8665	15	Inchworm Climber F/S	EA	\$ 1,739.00	16%	\$ 1,460.76
8666	15	90 Deg Caterpillar F/S	EA	\$ 1,593.00	16%	\$ 1,338.12
8681	15	6'-0" S.S. Straight Chuter, F/S	EA	\$ 6,621.00	16%	\$ 5,561.64
8682	15	8'-0" S.S. Straight Chuter, F/S	EA	\$ 8,184.00	16%	\$ 6,874.56
8690	54	Super Seat li	EA	\$ 137.00	9%	\$ 124.67
8691	70	Belt Seat	EA	\$ 104.00	3%	\$ 100.88
8693	51	Enclosed Tot Seat	EA	\$ 177.00	3%	\$ 171.69
8695	54	Encl Tot Seat 2 3/8"-8695	EA	\$ 313.00	9%	\$ 284.83
8696	48	Encl Seat 3 1/2"(8696)	EA	\$ 318.00	6%	\$ 298.92
8904	54	Super Seat 2 2-3/8"(8904)	EA	\$ 288.00	9%	\$ 262.08
8905	54	Super Seat 2 2-3/8"(8905)	EA	\$ 299.00	9%	\$ 272.09
8906	54	Super Seat 2 3-1/2"(8906)	EA	\$ 292.00	9%	\$ 265.72
8907	54	Super Seat 2 3-1/2"(8907)	EA	\$ 304.00	9%	\$ 276.64
8908	54	Belt Seat 2 3/8"Od(8908)	EA	\$ 250.00	9%	\$ 227.50
8909	54	Belt Seat 2 3/8"Od(8909)	EA	\$ 263.00	9%	\$ 239.33
8910	54	Belt Seat 3 1/2"Od(8910)	EA	\$ 255.00	9%	\$ 232.05

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
8911	54	Belt Seat 3 1/2"Od(8911)	EA	\$ 269.00	9%	\$ 244.79
8914	48	Encl Tot Seat 5"Od(8914)	EA	\$ 320.00	6%	\$ 300.80
8917	54	Super Seat 2 5"Od(8917)	EA	\$ 289.00	9%	\$ 262.99
8918	54	Belt Seat Pkg 5"Od(8918)	EA	\$ 257.00	9%	\$ 233.87
8930	15	Castle Rock	EA	\$ 21,333.00	16%	\$ 17,919.72
8931	15	Around The Bend	EA	\$ 17,032.00	16%	\$ 14,306.88
8932	15	Tot Rock	EA	\$ 7,627.00	16%	\$ 6,406.68
9815	70	8' Toss'N Score-Clowns	EA	\$ 866.00	3%	\$ 840.02
9816	70	8' Toss'N Score-Silhouette	EA	\$ 710.00	3%	\$ 688.70
9817	70	10' Toss'N Score-Clowns	EA	\$ 927.00	3%	\$ 899.19
9818	70	10' Toss'N Score Silhouette	EA	\$ 772.00	3%	\$ 748.84
9835	35	Sandbox, Elevated	EA	\$ 1,492.00	16%	\$ 1,253.28
9847	70	8' Toss'N Score W/Numbers	EA	\$ 749.00	3%	\$ 726.53
9849	70	10' Toss'N Score W/Numbers	EA	\$ 810.00	3%	\$ 785.70
10740	70	Single Post Swing F/S, 5" Od	EA	\$ 1,109.00	3%	\$ 1,075.73
10768	15	Toad Stool Seat	EA	\$ 439.00	16%	\$ 368.76
10777	70	Tire Swing F/S, 5" Od	EA	\$ 2,445.00	3%	\$ 2,371.65
10778	70	Tire Swing F/S Add-A-Bay, 5" Od	EA	\$ 1,705.00	3%	\$ 1,653.85
10847	70	Ada Two-Place Swing F/S, 5" Od	EA	\$ 2,000.00	3%	\$ 1,940.00
10848	51	Ada Two-Place Swing Add-A-Bay, 5" Od	EA	\$ 1,202.00	3%	\$ 1,165.94
12004	05	Tic-Tac-Toe Panel Enclosu	EA	\$ 993.00	24%	\$ 754.68
12009	05	3 1/2"Uprt Ass'Y Alum 6'	EA	\$ 197.00	24%	\$ 149.72
12011	05	Alum Perf Roof(Sq.Deck)	EA	\$ 1,957.00	24%	\$ 1,487.32
12022	05	3 1/2" Uprt Ass'Y Alum 7'	EA	\$ 225.00	24%	\$ 171.00
12023	05	3 1/2" Uprt Ass'Y Alum 8'	EA	\$ 253.00	24%	\$ 192.28
12024	05	3 1/2" Uprt Ass'Y Alum 9'	EA	\$ 281.00	24%	\$ 213.56
12025	05	3 1/2" Uprt Ass'Y Alum 10'	EA	\$ 308.00	24%	\$ 234.08
12026	05	3 1/2" Uprt Ass'Y Alum 11'	EA	\$ 337.00	24%	\$ 256.12
12027	05	3 1/2" Uprt Ass'Y Alum 12'	EA	\$ 364.00	24%	\$ 276.64
12055	05	Handhold Transfer	EA	\$ 129.00	24%	\$ 98.04
12068	05	3 1/2"Uprt Ass'Y Alum 13'	EA	\$ 392.00	24%	\$ 297.92
12069	05	3 1/2"Uprt Ass'Y Alum 14'	EA	\$ 420.00	24%	\$ 319.20
12077	05	3 1/2" Uprt Ass'Y Alum 15'	EA	\$ 448.00	24%	\$ 340.48
12096	05	Alum. Nood'L Top	EA	\$ 345.00	24%	\$ 262.20
12187	06	Peaked Roof W/Perf.	EA	\$ 3,144.00	24%	\$ 2,389.44
12201	05	Chin Bar 1 Place	EA	\$ 121.00	24%	\$ 91.96
12202	05	Chin Bar 2 Place	EA	\$ 239.00	24%	\$ 181.64
12203	05	Chin Bar 3 Place	EA	\$ 356.00	24%	\$ 270.56
12205	05	Overhead Tree Climber Lnk	EA	\$ 511.00	24%	\$ 388.36
12206	06	1'-6"/2'Overhead Tree Clb	EA	\$ 749.00	24%	\$ 569.24
12207	06	2'-6"/3'Overhead Tree Clb	EA	\$ 788.00	24%	\$ 598.88
12213	05	4'6"&5' Climb Pole Attach	EA	\$ 442.00	24%	\$ 335.92
12215	05	Crunch Bar Prime Time	EA	\$ 103.00	24%	\$ 78.28
12216	06	1'-6"/2'Horiz Ladder Atth	EA	\$ 711.00	24%	\$ 540.36

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
12217	06	2'-6"/3' Horiz Ladder Atth	EA	\$ 753.00	24%	\$ 572.28
12218	06	St Horiz Loop Ladder Atth	EA	\$ 823.00	24%	\$ 625.48
12219	05	St Horiz Loop Ladder Atth	EA	\$ 919.00	24%	\$ 698.44
12221	05	90 Deg Horiz Loop Attach	EA	\$ 1,003.00	24%	\$ 762.28
12222	06	1'-6"/2'-0" Horiz Loop Att	EA	\$ 880.00	24%	\$ 668.80
12223	06	2'-6"/3'-0"S" Hor Loop Att	EA	\$ 919.00	24%	\$ 698.44
12224	06	1'-6"/2'"S" Rev Horiz Loop	EA	\$ 880.00	24%	\$ 668.80
12225	06	2'-6"/3'"S" Rev Horiz Loop	EA	\$ 919.00	24%	\$ 698.44
12317	45	Panel Attachment Package	EA	\$ 43.72	0%	\$ 43.72
12318	45	Panel Att Package 45 1/2"	EA	\$ 43.72	0%	\$ 43.72
12320	05	Straight Horiz Ladder Lnk	EA	\$ 488.00	24%	\$ 370.88
12333	05	Single Trapeze Ring	EA	\$ 1,136.00	24%	\$ 863.36
12404	05	Wavy Mirror Panel	EA	\$ 2,431.00	24%	\$ 1,847.56
12409	05	Wavy Mirror/Below Deck	EA	\$ 2,490.00	24%	\$ 1,892.40
12421	05	Store Panel Enclosure	EA	\$ 966.00	24%	\$ 734.16
12429	05	Nature Panel	EA	\$ 934.00	24%	\$ 709.84
12436	05	6" Barrier	EA	\$ 97.00	24%	\$ 73.72
12437	05	12" Barrier	EA	\$ 105.00	24%	\$ 79.80
12438	05	24" Barrier	EA	\$ 407.00	24%	\$ 309.32
12439	05	36" Barrier	EA	\$ 430.00	24%	\$ 326.80
12446	05	Lil' House Panel Encl	EA	\$ 1,881.00	24%	\$ 1,429.56
12502	05	Lil Foot Slide Attachment	EA	\$ 1,036.00	24%	\$ 787.36
12583	70	Ada Primetime Swing Frame, 3 1/2" Od	EA	\$ 1,257.00	3%	\$ 1,219.29
12584	70	Ada Primetime Swing Aab, 3 1/2" Od	EA	\$ 778.00	3%	\$ 754.66
12599	05	Contoured Seat	EA	\$ 717.00	24%	\$ 544.92
12649	05	3 1/2" Uprrt Ass'Y Alum 3'	EA	\$ 113.00	24%	\$ 85.88
12650	05	3 1/2" Uprrt Ass'Y Alum 4'	EA	\$ 141.00	24%	\$ 107.16
12651	05	3 1/2" Uprrt Ass'Y Alum 5'	EA	\$ 170.00	24%	\$ 129.20
12668	05	Interactive Panel (Count)	EA	\$ 989.00	24%	\$ 751.64
12679	05	Talk Tube 6"-2'-0"	EA	\$ 692.00	24%	\$ 525.92
12680	05	Talk Tube 2'-6"/3'-6"	EA	\$ 722.00	24%	\$ 548.72
12681	05	Talk Tube 4'-0"/5'-0"	EA	\$ 755.00	24%	\$ 573.80
12704	05	Therapeutic Ring Attach	EA	\$ 462.00	24%	\$ 351.12
12707	05	Rung Access	EA	\$ 335.00	24%	\$ 254.60
12724	05	Swing-N-Sway Link	EA	\$ 1,339.00	24%	\$ 1,017.64
12726	05	Double Seat	EA	\$ 689.00	24%	\$ 523.64
12727	05	Leaning Rail	EA	\$ 229.00	24%	\$ 174.04
12728	05	Single Seat P/T	EA	\$ 339.00	24%	\$ 257.64
12729	05	Turning Bar P/T	EA	\$ 229.00	24%	\$ 174.04
12734	05	Swivel Meister	EA	\$ 915.00	24%	\$ 695.40
12744	05	S Horiz Link - 2 Dk	EA	\$ 588.00	24%	\$ 446.88
12745	05	S Horiz Lad 1'-6"/2'-0"	EA	\$ 913.00	24%	\$ 693.88
12746	05	S Horiz Lad 2'-6"/3'-0"	EA	\$ 959.00	24%	\$ 728.84
12747	05	1'-6"/2'-0" Skywheel Attch-2 Whls	EA	\$ 1,607.00	24%	\$ 1,221.32

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
12748	05	2'-6"/3'-0" Skywheel Attch-2 Whls	EA	\$ 1,649.00	24%	\$ 1,253.24
12749	05	Skywheel Link 6'-0" (2 Whl)	EA	\$ 1,319.00	24%	\$ 1,002.44
12779	05	Log Roll P/T	EA	\$ 780.00	24%	\$ 592.80
12782	05	Dome Roof 45 1/2" Dk P/T	EA	\$ 1,436.00	24%	\$ 1,091.36
12819	05	2' Flag Post Extension	EA	\$ 243.00	24%	\$ 184.68
12828	05	1'6" Entrance Barrier	EA	\$ 383.00	24%	\$ 291.08
12829	05	2'-6" Entrance Barrier	EA	\$ 416.00	24%	\$ 316.16
12830	05	3'-6" Entrance Barrier	EA	\$ 449.00	24%	\$ 341.24
12833	05	Wildslide Exit Section	EA	\$ 976.00	24%	\$ 741.76
12841	06	3'-0" S.S. Straight Chuter	EA	\$ 2,039.00	24%	\$ 1,549.64
12842	06	4'-0" S.S. Straight Chuter	EA	\$ 2,299.00	24%	\$ 1,747.24
12843	06	5'-0" S.S. Straight Chuter	EA	\$ 2,567.00	24%	\$ 1,950.92
12844	05	6'-0" S.S. Straight Chuter	EA	\$ 3,318.00	24%	\$ 2,521.68
12923	05	Upper Body Trainer	EA	\$ 1,767.00	24%	\$ 1,342.92
12928	05	Deck Flat Cap Pkg-45 1/2"	EA	\$ 73.00	24%	\$ 55.48
12933	05	Puppet Panel	EA	\$ 1,045.00	24%	\$ 794.20
12940	05	Track Ride 3-Deck Span	EA	\$ 2,486.00	24%	\$ 1,889.36
12960	05	Double Seat	EA	\$ 688.00	24%	\$ 522.88
12961	05	Leaning Rail	EA	\$ 198.00	24%	\$ 150.48
12962	05	Gizmo Panel 36"Dk - 4 Gizmos	EA	\$ 566.00	24%	\$ 430.16
12964	05	Single Gizmo Panel	EA	\$ 305.00	24%	\$ 231.80
12968	05	Gizmo Panel Ada - 3 Gizmos Bel Dk	EA	\$ 521.00	24%	\$ 395.96
12969	05	Telescope Upright Attachment	EA	\$ 921.00	24%	\$ 699.96
13540	05	Crunch Bar	EA	\$ 114.00	24%	\$ 86.64
13547	05	Horiz Loop Ladder, 36" Dk	EA	\$ 577.00	24%	\$ 438.52
13548	05	Horiz Loop Ladder, 45 1/2" Dk	EA	\$ 577.00	24%	\$ 438.52
16464	06	Rock N Raft	EA	\$ 14,274.00	24%	\$ 10,848.24
16465	05	Slide Transfer (Ada)	EA	\$ 1,218.00	24%	\$ 925.68
16501	05	36" Square Deck Ada	EA	\$ 808.00	24%	\$ 614.08
16507	05	Ramp Attachment 6" Rise	EA	\$ 4,008.00	24%	\$ 3,046.08
16513	05	Ramp Attachment 12" Rise	EA	\$ 7,470.00	24%	\$ 5,677.20
16700	05	Ada49"Sq Punch Steel Deck	EA	\$ 1,290.00	24%	\$ 980.40
16701	05	Ada 49"Tri Punch Steel Dk	EA	\$ 753.00	24%	\$ 572.28
16712	06	Grade-1'-0"Deck Ramp	EA	\$ 6,599.00	24%	\$ 5,015.24
16716	06	98" Ada Ramp Link	EA	\$ 4,399.00	24%	\$ 3,343.24
16717	06	147" Ada Ramp Link	EA	\$ 6,599.00	24%	\$ 5,015.24
16730	05	Sky Bridge-Ada	EA	\$ 8,912.00	24%	\$ 6,773.12
16803	05	Ada Wide Triangular Platform	EA	\$ 955.00	24%	\$ 725.80
16804	06	Ada Wide Ramp 98" Link	EA	\$ 4,999.00	24%	\$ 3,799.24
16805	06	Ada Wide Ramp 147" Link	EA	\$ 7,699.00	24%	\$ 5,851.24
16806	05	Ada 6"Stepped Platform	EA	\$ 1,639.00	24%	\$ 1,245.64
16809	06	Ada Wide Ramp	EA	\$ 7,699.00	24%	\$ 5,851.24
16811	05	Switchback Link 98"	EA	\$ 247.00	24%	\$ 151.24
16812	05	Switchback Link 147"	EA	\$ 325.00	24%	\$ 247.00

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
16818	05	Trapezoid Deck	EA	\$ 1,830.00	24%	\$ 1,390.80
16819	05	Ada 12"Stepped Platform	EA	\$ 1,794.00	24%	\$ 1,363.44
17247	52	Adaptive Swing Safety Belt	EA	\$ 137.00	16%	\$ 115.08
17255	48	Adapt Swing Seat-Galv, 5" Od	EA	\$ 377.00	6%	\$ 354.38
17257	15	Sensory Wave Safety Belt	EA	\$ 180.00	16%	\$ 151.20
18200	05	36" Sq Punched Deck P/T 1.3125	EA	\$ 769.00	24%	\$ 584.44
18201	05	36" Tri Punched Deck P/T	EA	\$ 503.00	24%	\$ 382.28
18231	05	Arch Bridge W/Barrier	EA	\$ 3,199.00	24%	\$ 2,431.24
18233	05	90 Deg Funnel W/Barrier	EA	\$ 3,807.00	24%	\$ 2,893.32
18235	05	Mini-Arch Bridge W/Barrier	EA	\$ 1,972.00	24%	\$ 1,498.72
18237	05	3'-0" Funnel Bdg W/Barrier	EA	\$ 1,794.00	24%	\$ 1,363.44
18238	05	6'-0" Funnel Bdg W/Barrier	EA	\$ 2,794.00	24%	\$ 2,123.44
18241	05	Suspension Bridge	EA	\$ 4,507.00	24%	\$ 3,425.32
18273	05	3' & 5' Access Attachment	EA	\$ 711.00	24%	\$ 540.36
18274	05	4'-0" Access Attachment	EA	\$ 738.00	24%	\$ 560.88
18282	15	Upper Body Trainer F/S	EA	\$ 2,710.00	16%	\$ 2,276.40
18314	05	4'-0" F5 Spiral Slide	EA	\$ 6,197.00	24%	\$ 4,709.72
18315	05	4'-6" F5 Spiral Slide	EA	\$ 6,216.00	24%	\$ 4,724.16
18316	05	5'-0" F5 Spiral Slide	EA	\$ 6,004.00	24%	\$ 4,563.04
18317	05	5'-6" F5 Spiral Slide	EA	\$ 6,070.00	24%	\$ 4,613.20
18318	05	6'-0" F5 Spiral Slide	EA	\$ 5,713.00	24%	\$ 4,341.88
18319	05	Single Steering Wheel	EA	\$ 285.00	24%	\$ 216.60
18337	05	36" Tri Transfer Platform	EA	\$ 1,744.00	24%	\$ 1,325.44
18340	05	Suspension Bridge 36" Dk	EA	\$ 4,880.00	24%	\$ 3,708.80
18346	05	Roof Ext 24" W/Insert	EA	\$ 125.00	24%	\$ 95.00
18347	05	Roof Ext 24" W/Rivet	EA	\$ 119.00	24%	\$ 90.44
18348	05	4'-0" F5 Spiral Slide	EA	\$ 5,640.00	24%	\$ 4,286.40
18349	05	4'-6" F5 Spiral Slide	EA	\$ 5,658.00	24%	\$ 4,300.08
18350	05	5'-0" F5 Spiral Slide	EA	\$ 5,540.00	24%	\$ 4,210.40
18351	05	5'-6" F5 Spiral Slide	EA	\$ 5,479.00	24%	\$ 4,164.04
18352	05	6'-0" F5 Spiral Slide	EA	\$ 5,251.00	24%	\$ 3,990.76
18362	05	6' Cosmix Climber, Kidcourse	EA	\$ 1,385.00	24%	\$ 1,052.60
18363	05	8' Cosmix Climber	EA	\$ 1,385.00	24%	\$ 1,052.60
18372	05	Incline Cosmix Climber, 45 1/2" Dk	EA	\$ 1,238.00	24%	\$ 940.88
18392	15	3' Rumble & Roll Zip Slide, F/S	EA	\$ 4,659.00	16%	\$ 3,913.56
18393	15	4' Zip Slide, F/S	EA	\$ 4,590.00	16%	\$ 3,855.60
18394	15	4' Double Zip Slide, F/S	EA	\$ 5,224.00	16%	\$ 4,388.16
18395	15	6' Wave Zip Slide, F/S	EA	\$ 5,269.00	16%	\$ 4,425.96
18396	15	6' Dueling Wave Zip Slide, F/S	EA	\$ 6,149.00	16%	\$ 5,165.16
18397	05	Ladder Loop Link	EA	\$ 1,051.00	24%	\$ 798.76
18579	05	Sail Roof	EA	\$ 331.00	24%	\$ 251.56
18597	05	2' Straight Tube Slide	EA	\$ 2,200.00	24%	\$ 1,672.00
18598	05	3' Straight Tube Slide	EA	\$ 2,414.00	24%	\$ 1,834.64
18599	05	4' Straight Tube Slide	EA	\$ 2,629.00	24%	\$ 1,998.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
18600	05	5' Straight Tube Slide	EA	\$ 2,846.00	24%	\$ 2,162.96
18601	05	4' 'S' Tube Slide	EA	\$ 3,003.00	24%	\$ 2,282.28
18602	05	5' 'S' Tube Slide	EA	\$ 3,132.00	24%	\$ 2,380.32
18625	05	6'-6"/8' Talk Tube	EA	\$ 799.00	24%	\$ 607.24
18636	05	7' Ss Straight Chuter Slide, 36" Dk	EA	\$ 3,475.00	24%	\$ 2,641.00
18637	05	8' Ss Double Chuter Slide, 36" Dk	EA	\$ 3,882.00	24%	\$ 2,950.32
18646	05	3' Sail Roof Extension	EA	\$ 162.00	24%	\$ 123.12
18669	05	Ss Cargo Net Wall	EA	\$ 1,046.00	24%	\$ 794.96
18670	05	Ss Double Cargo Net Wall	EA	\$ 2,114.00	24%	\$ 1,606.64
18671	05	Shingle Roof	EA	\$ 709.00	24%	\$ 538.84
18672	05	Slate Roof	EA	\$ 709.00	24%	\$ 538.84
18673	05	Shingle Roof 45 1/2"	EA	\$ 1,344.00	24%	\$ 1,021.44
18674	05	Slate Roof 45 1/2"	EA	\$ 1,344.00	24%	\$ 1,021.44
18679	05	Bongos	EA	\$ 240.00	24%	\$ 182.40
18680	05	Megahorn	EA	\$ 243.00	24%	\$ 184.68
18682	05	High Whistle	EA	\$ 532.00	24%	\$ 404.32
18684	05	Single Ganza	EA	\$ 378.00	24%	\$ 287.28
18686	05	Wilder Slide Outrigger	EA	\$ 211.00	24%	\$ 160.36
18689	05	Hand Cycler	EA	\$ 715.00	24%	\$ 543.40
18692	05	Single Thunder Ring	EA	\$ 323.00	24%	\$ 245.48
18697	05	Ladder Loop 1'-6"/2'0"	EA	\$ 1,371.00	24%	\$ 1,041.96
18698	05	Ladder Loop 2'-6"/3'0"	EA	\$ 1,424.00	24%	\$ 1,082.24
18699	05	Storefront Panel 36"	EA	\$ 491.00	24%	\$ 373.16
18700	05	Storefront Panel 45 1/2"	EA	\$ 519.00	24%	\$ 394.44
18705	05	Seat And Table For Two 36"	EA	\$ 1,171.00	24%	\$ 889.96
18706	05	Seat And Table For Two 45 1/2"	EA	\$ 1,166.00	24%	\$ 886.16
18757	05	1'-6" Punched Stairs Csa 45 1/2" W	EA	\$ 1,490.00	24%	\$ 1,132.40
18758	05	2'-0" Punched Stairs Csa 45 1/2" W	EA	\$ 1,715.00	24%	\$ 1,303.40
18759	05	2'-6" Punched Stairs Csa 45 1/2" W	EA	\$ 1,893.00	24%	\$ 1,438.68
18760	05	3'-0" Punched Stairs Csa 45 1/2" W	EA	\$ 2,795.00	24%	\$ 2,124.20
18761	05	Leaf Topper	EA	\$ 365.00	24%	\$ 277.40
18762	05	Double Leaf Topper	EA	\$ 727.00	24%	\$ 552.52
18763	05	Nature Discovery Table - 36"	EA	\$ 1,629.00	24%	\$ 1,238.04
18766	05	Fun Seat 36"	EA	\$ 288.00	24%	\$ 218.88
18767	05	Fun Seat 45-1/2"	EA	\$ 304.00	24%	\$ 231.04
18768	05	Leaf Topper Extension	EA	\$ 238.00	24%	\$ 180.88
18769	05	Double Leaf Topper Extension	EA	\$ 274.00	24%	\$ 208.24
18774	05	Schooner Sail	EA	\$ 953.00	24%	\$ 724.28
18775	05	Schooner Sail & Crows Nest	EA	\$ 1,209.00	24%	\$ 918.84
18776	05	Schooner Panel 36"	EA	\$ 538.00	24%	\$ 408.88
18778	05	Schooner Bow	EA	\$ 2,751.00	24%	\$ 2,090.76
18787	06	Umbrella Canopy	EA	\$ 6,121.00	24%	\$ 4,651.96
18788	05	Touch Math	EA	\$ 1,580.00	24%	\$ 1,200.80
18807	05	Cannon Panel	EA	\$ 927.00	24%	\$ 704.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
18808	05	Porthole Panel	EA	\$ 866.00	24%	\$ 658.16
18809	05	Hatch Panel	EA	\$ 493.00	24%	\$ 374.68
18812	05	Hatch Panel	EA	\$ 479.00	24%	\$ 364.04
18814	05	Ship'S Wheel	EA	\$ 598.00	24%	\$ 454.48
18826	70	Primetime Swing 3 1/2" X 8'	EA	\$ 1,257.00	3%	\$ 1,219.29
18827	70	Primetime Swing Add A Bay 3 1/2" X 8'	EA	\$ 778.00	3%	\$ 754.66
18828	18	Square Sunblox Canopy	EA	\$ 9,337.00	24%	\$ 7,096.12
18831	40	Umbra Roof Extensio n 1'	EA	\$ 57.00	6%	\$ 53.58
18832	40	Umbra Roof Extensio n 2'	EA	\$ 86.00	6%	\$ 80.84
18833	40	Umbra Roof Extensio n 3'	EA	\$ 92.00	6%	\$ 86.48
18834	40	Umbra Roof Extensio n 4'	EA	\$ 138.00	6%	\$ 129.72
19001	05	Entry Way	EA	\$ 319.00	24%	\$ 242.44
19002	05	Single Gizmo Panel	EA	\$ 483.00	24%	\$ 367.08
19003	05	Decorative Panel	EA	\$ 483.00	24%	\$ 367.08
19004	05	Transfer System W/Barrier (1' Rise)	EA	\$ 1,274.00	24%	\$ 968.24
19005	05	Transfer System W/Barrier (2' Rise)	EA	\$ 1,776.00	24%	\$ 1,349.76
19006	05	Transfer System W/Barrier (2'-6" Rise)	EA	\$ 2,686.00	24%	\$ 2,041.36
19007	05	Transfer System W/Barrier (3' Rise)	EA	\$ 3,325.00	24%	\$ 2,527.00
19008	05	Transfer System W/Barrier (4')	EA	\$ 3,743.00	24%	\$ 2,844.68
19009	05	Transfer System W/Guardrail (1' Rise)	EA	\$ 1,190.00	24%	\$ 904.40
19010	05	Transfer System W/Guardrail (2' Rise)	EA	\$ 1,547.00	24%	\$ 1,175.72
19011	05	Transfer Sys W/Guardrail (2'-6" Rise)	EA	\$ 2,051.00	24%	\$ 1,558.76
19012	05	Transfer System W/Guardrail (3' Rise)	EA	\$ 2,213.00	24%	\$ 1,681.88
19013	05	Transfer Platform W/ Barrier (3')	EA	\$ 2,709.00	24%	\$ 2,058.84
19014	05	Transfer Platform W/ Barrier (4')	EA	\$ 3,378.00	24%	\$ 2,567.28
19015	05	Transfer Platform W/ Barrier (5')	EA	\$ 4,737.00	24%	\$ 3,600.12
19024	05	Access Ladder (3')	EA	\$ 1,648.00	24%	\$ 1,252.48
19025	05	Access Ladder (4')	EA	\$ 2,016.00	24%	\$ 1,532.16
19026	05	Access Ladder (5')	EA	\$ 2,334.00	24%	\$ 1,773.84
19027	05	Rung Access Ladder (2')	EA	\$ 591.00	24%	\$ 449.16
19028	05	Rung Access Ladder (3' & 4')	EA	\$ 693.00	24%	\$ 526.68
19029	05	Rung Access Ladder (5' & 6')	EA	\$ 797.00	24%	\$ 605.72
19030	05	Rung Access Ladder (7' & 8')	EA	\$ 892.00	24%	\$ 677.92
19035	05	Optional Access Step (3' & 5')	EA	\$ 770.00	24%	\$ 585.20
19036	05	Optional Access Step (4')	EA	\$ 798.00	24%	\$ 606.48
19037	05	Offset Archway	EA	\$ 343.00	24%	\$ 260.68
19041	05	90° Crawl Tube	EA	\$ 2,167.00	24%	\$ 1,646.92
19042	05	Caterpillar Crawl Tube	EA	\$ 3,125.00	24%	\$ 2,375.00
19043	05	'S' Crawl Tube	EA	\$ 2,180.00	24%	\$ 1,656.80
19044	05	Straight Crawl Tube(1 Deck Span)	EA	\$ 1,382.00	24%	\$ 1,050.32
19045	05	Straight Crawl Tube (2 Deck Span)	EA	\$ 1,958.00	24%	\$ 1,488.08
19046	05	Tunnel-Up Climber	EA	\$ 2,180.00	24%	\$ 1,656.80
19047	05	Tree (3; & 3'6")	EA	\$ 943.00	24%	\$ 716.68
19048	05	Tree (4' & 4'-6")	EA	\$ 998.00	24%	\$ 758.48

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
19049	05	Tree (5' & 5'-6")	EA	\$ 1,055.00	24%	\$ 801.80
19050	05	Tree (6')	EA	\$ 1,111.00	24%	\$ 844.36
19051	05	Tree (7' & 7'-6")	EA	\$ 1,166.00	24%	\$ 886.16
19052	05	Tree (8')	EA	\$ 1,222.00	24%	\$ 928.72
19053	05	Twister (3' & 3'-6")	EA	\$ 891.00	24%	\$ 677.16
19054	05	Twister (4' & 4'-6")	EA	\$ 953.00	24%	\$ 724.28
19055	05	Twister (5' & 5'-6")	EA	\$ 1,060.00	24%	\$ 805.60
19056	05	Twister (6')	EA	\$ 1,103.00	24%	\$ 838.28
19057	05	Wave (Standard)	EA	\$ 1,317.00	24%	\$ 1,000.92
19058	05	Giant Wave	EA	\$ 1,620.00	24%	\$ 1,231.20
19059	05	Wavy Tree (2'-6" & 3')	EA	\$ 798.00	24%	\$ 606.48
19060	05	Wavy Tree (3'-6" & 4')	EA	\$ 850.00	24%	\$ 646.00
19061	05	Wavy Tree (4'-6" & 5')	EA	\$ 963.00	24%	\$ 731.88
19062	05	Wavy Tree (5'-6" & 6')	EA	\$ 960.00	24%	\$ 729.60
19063	05	Wavy Tree (6'-6" & 7')	EA	\$ 1,039.00	24%	\$ 789.64
19064	05	Wavy Tree (7'-6" & 8')	EA	\$ 1,099.00	24%	\$ 835.24
19068	05	Nature Panel	EA	\$ 971.00	24%	\$ 737.96
19069	05	Counting Panel	EA	\$ 1,007.00	24%	\$ 765.32
19073	05	Tic-Tac-Toe Panel	EA	\$ 1,007.00	24%	\$ 765.32
19075	05	Arch (2')	EA	\$ 751.00	24%	\$ 570.76
19076	05	Arch (2'6" & 3')	EA	\$ 865.00	24%	\$ 657.40
19077	05	Arch (3'6" & 4')	EA	\$ 908.00	24%	\$ 690.08
19078	05	Arch (4'6" & 6')	EA	\$ 950.00	24%	\$ 722.00
19084	05	Ashiko	EA	\$ 624.00	24%	\$ 474.24
19085	05	Djembe	EA	\$ 599.00	24%	\$ 455.24
19086	05	Ganza	EA	\$ 788.00	24%	\$ 598.88
19087	05	Chain Link (3' & 3'6")	EA	\$ 856.00	24%	\$ 650.56
19088	05	Chain Link (4' & 4'6")	EA	\$ 895.00	24%	\$ 680.20
19089	05	Chain Link (5' & 5'6")	EA	\$ 978.00	24%	\$ 743.28
19090	05	Chain Link (6' & 6'6")	EA	\$ 1,015.00	24%	\$ 771.40
19091	05	Chain Link (7' & 7'6")	EA	\$ 1,113.00	24%	\$ 845.88
19092	05	Chain Link (8')	EA	\$ 1,286.00	24%	\$ 977.36
19093	05	Schooner (2')	EA	\$ 620.00	24%	\$ 471.20
19094	05	Schooner (2'-6" & 3')	EA	\$ 663.00	24%	\$ 503.88
19095	05	Schooner (3'-6" & 4')	EA	\$ 723.00	24%	\$ 549.48
19096	05	Schooner (4'-6" & 5')	EA	\$ 784.00	24%	\$ 595.84
19097	05	Schooner (5'-6" & 6')	EA	\$ 846.00	24%	\$ 642.96
19098	05	Schooner (6'-6" & 7')	EA	\$ 907.00	24%	\$ 689.32
19099	05	Schooner (7'-6" & 8')	EA	\$ 966.00	24%	\$ 734.16
19102	05	Stepped Deck (6" Rise)	EA	\$ 1,119.00	24%	\$ 850.44
19104	05	Ridge Climber	EA	\$ 1,027.00	24%	\$ 780.52
19105	05	Clover Leaf (2' & 2'-6")	EA	\$ 1,282.00	24%	\$ 974.32
19106	05	Clover Leaf (3' & 3'-6")	EA	\$ 1,558.00	24%	\$ 1,184.08
19107	05	Clover Leaf (4' & 4'-6")	EA	\$ 1,830.00	24%	\$ 1,390.80

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
19108	05	Clover Leaf (5' & 5'-6")	EA	\$ 2,040.00	24%	\$ 1,550.40
19109	05	Corkscrew (2')	EA	\$ 853.00	24%	\$ 648.28
19110	05	Corkscrew (2'-6" & 3')	EA	\$ 866.00	24%	\$ 658.16
19111	05	Corkscrew (3'-6" & 4')	EA	\$ 946.00	24%	\$ 718.96
19112	05	Corkscrew (4'-6" & 5')	EA	\$ 1,008.00	24%	\$ 766.08
19113	05	Corkscrew (5'-6" & 6')	EA	\$ 1,025.00	24%	\$ 779.00
19114	05	Dna (3')	EA	\$ 1,089.00	24%	\$ 827.64
19115	05	Dna (4')	EA	\$ 1,313.00	24%	\$ 997.88
19116	05	Dna (5')	EA	\$ 1,483.00	24%	\$ 1,127.08
19117	05	Dna (6')	EA	\$ 1,605.00	24%	\$ 1,219.80
19118	06	Dna (7')	EA	\$ 1,744.00	24%	\$ 1,325.44
19119	05	Dna (8')	EA	\$ 1,664.00	24%	\$ 1,264.64
19121	05	Curved Zip Slide	EA	\$ 1,354.00	24%	\$ 1,029.04
19122	05	Wave Zip Slide (2'-6" & 3')	EA	\$ 1,230.00	24%	\$ 934.80
19123	05	Straight Zip Slide (4')	EA	\$ 1,489.00	24%	\$ 1,131.64
19124	05	Straight Zip Slide (5')	EA	\$ 1,689.00	24%	\$ 1,283.64
19125	05	Wave Zip Slide (6')	EA	\$ 1,892.00	24%	\$ 1,437.92
19126	05	7'6" & 8' Zip Slide (Standard)	EA	\$ 2,773.00	24%	\$ 2,107.48
19127	05	7'6" & 8' Zip Slide W/ Gizmos	EA	\$ 3,518.00	24%	\$ 2,673.68
19128	05	Cosmix 6' High	EA	\$ 1,714.00	24%	\$ 1,302.64
19129	05	Cosmix 8' High	EA	\$ 1,619.00	24%	\$ 1,230.44
19130	05	Climbing Pole (2' & 2'-6")	EA	\$ 708.00	24%	\$ 538.08
19131	05	Climbing Pole (3' & 3'-6")	EA	\$ 729.00	24%	\$ 554.04
19132	05	Climbing Pole (4' & 4'-6")	EA	\$ 753.00	24%	\$ 572.28
19133	05	Climbing Pole (5' & 5'-6")	EA	\$ 777.00	24%	\$ 590.52
19134	05	Climbing Pole (6')	EA	\$ 791.00	24%	\$ 601.16
19147	05	Toad Stool	EA	\$ 762.00	24%	\$ 579.12
19148	05	Tree	EA	\$ 1,538.00	24%	\$ 1,168.88
19151	05	Lightning Climber	EA	\$ 1,602.00	24%	\$ 1,217.52
19158	05	Zoo Panel	EA	\$ 943.00	24%	\$ 716.68
19159	05	Crazy Eight (3' & 3'-6")	EA	\$ 1,171.00	24%	\$ 889.96
19160	05	Crazy Eight (4' & 4'-6")	EA	\$ 1,189.00	24%	\$ 903.64
19161	05	Crazy Eight (5' & 5'-6")	EA	\$ 1,280.00	24%	\$ 972.80
19162	05	Crazy Eight (6')	EA	\$ 1,371.00	24%	\$ 1,041.96
19163	05	Crazy Eight (7' & 7'-6")	EA	\$ 1,460.00	24%	\$ 1,109.60
19164	05	Crazy Eight (8')	EA	\$ 1,552.00	24%	\$ 1,179.52
19165	05	Crawl Thru	EA	\$ 595.00	24%	\$ 452.20
19169	05	Leaning Wall (2')	EA	\$ 1,085.00	24%	\$ 824.60
19170	05	Leaning Wall (2'-6")	EA	\$ 1,257.00	24%	\$ 955.32
19171	05	Leaning Wall (3')	EA	\$ 1,268.00	24%	\$ 963.68
19172	05	Leaning Wall (4')	EA	\$ 1,554.00	24%	\$ 1,181.04
19173	05	Leaning Wall (4'-6")	EA	\$ 1,659.00	24%	\$ 1,260.84
19174	05	Leaning Wall (5')	EA	\$ 1,974.00	24%	\$ 1,500.24
19175	05	Leaning Wall (5'6")	EA	\$ 1,872.00	24%	\$ 1,422.72

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19176	05	Leaning Wall (6')	EA	\$ 1,952.00	24%	\$ 1,483.52
19177	05	Rockscape (2')	EA	\$ 1,603.00	24%	\$ 1,218.28
19178	05	Rockscape (2'6")	EA	\$ 1,753.00	24%	\$ 1,332.28
19179	05	Rockscape (3')	EA	\$ 4,074.00	24%	\$ 3,096.24
19180	05	Rockscape (4')	EA	\$ 4,282.00	24%	\$ 3,254.32
19189	05	Straight Crawl Tube (1 Deck Span)	EA	\$ 1,452.00	24%	\$ 1,103.52
19190	05	Single Gizmo Panel	EA	\$ 620.00	24%	\$ 471.20
19194	05	Flower Talk Tube (0'6" Thru 2')	EA	\$ 778.00	24%	\$ 591.28
19195	05	Flower Talk Tube (2'6" Thru 4')	EA	\$ 813.00	24%	\$ 617.88
19196	05	Flower Talk Tube (4'6" Thru 6')	EA	\$ 904.00	24%	\$ 687.04
19197	05	Flower Talk Tube (6'6" Thru 8')	EA	\$ 940.00	24%	\$ 714.40
19198	05	26" Bubble Panel	EA	\$ 727.00	24%	\$ 552.52
19200	05	Telescope Enclosure	EA	\$ 1,461.00	24%	\$ 1,110.36
19213	05	Challenge Canyon (2 Deck Span)	EA	\$ 3,102.00	24%	\$ 2,357.52
19214	05	Rung Enclosure	EA	\$ 373.00	24%	\$ 283.48
19215	05	Rung Enclosure W/ Steering Wheel	EA	\$ 647.00	24%	\$ 491.72
19216	18	Rung Enclosure W/ Thunderring	EA	\$ 797.00	24%	\$ 605.72
19217	05	Bubble (3' & 3'6")	EA	\$ 896.00	24%	\$ 680.96
19218	05	Bubble (4')	EA	\$ 965.00	24%	\$ 733.40
19219	05	Bubble (4'6" & 5')	EA	\$ 1,024.00	24%	\$ 778.24
19220	05	Bubble (5'6" & 6')	EA	\$ 1,094.00	24%	\$ 831.44
19223	05	Sloped Funnel Climber	EA	\$ 2,173.00	24%	\$ 1,651.48
19227	05	Chain Net W/ Stainless Chain (3')	EA	\$ 1,078.00	24%	\$ 819.28
19228	05	Chain Net W/Stainless Chain(3'-6"&4')	EA	\$ 1,165.00	24%	\$ 885.40
19229	05	Chain Net W/Stainless Chain(4'-6"&5')	EA	\$ 1,188.00	24%	\$ 902.88
19231	05	Loop Ladder (3')	EA	\$ 912.00	24%	\$ 693.12
19232	05	Loop Ladder (3'6" & 4')	EA	\$ 988.00	24%	\$ 750.88
19233	05	Loop Ladder (5')	EA	\$ 1,046.00	24%	\$ 794.96
19234	05	Loop Ladder (6')	EA	\$ 1,115.00	24%	\$ 847.40
19235	06	Count & Spell Panel (One Color)	EA	\$ 470.00	24%	\$ 357.20
19236	05	Count & Spell Panel (Two Color)	EA	\$ 679.00	24%	\$ 516.04
19237	06	Count & Spell Panel (One Color)	EA	\$ 575.00	24%	\$ 437.00
19238	05	Count & Spell Panel (Two Color)	EA	\$ 796.00	24%	\$ 604.96
19241	05	Maze Panel	EA	\$ 1,163.00	24%	\$ 883.88
19242	05	Maze Panel	EA	\$ 1,295.00	24%	\$ 984.20
19243	05	Drivers Panel	EA	\$ 783.00	24%	\$ 595.08
19244	06	Thunderring Panel	EA	\$ 928.00	24%	\$ 705.28
19245	05	Drivers Panel	EA	\$ 926.00	24%	\$ 703.76
19246	06	Thunderring Panel	EA	\$ 964.00	24%	\$ 732.64
19247	05	How Tall Am I	EA	\$ 176.00	24%	\$ 133.76
19250	06	Hour Glass (3' Thru 5')	EA	\$ 1,039.00	24%	\$ 789.64
19251	05	Thread The Needle	EA	\$ 869.00	24%	\$ 660.44
19252	05	Scramble Up (3')	EA	\$ 726.00	24%	\$ 551.76
19253	05	Scramble Up (3'6" & 4')	EA	\$ 1,104.00	24%	\$ 839.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19254	05	Scramble Up (4'6" & 5')	EA	\$ 1,104.00	24%	\$ 839.04
19255	05	Scramble Up (5'6" & 6')	EA	\$ 1,478.00	24%	\$ 1,123.28
19256	05	Scramble Up (6'6" & 7')	EA	\$ 1,854.00	24%	\$ 1,409.04
19257	05	Scramble Up (7'6" & 8')	EA	\$ 1,854.00	24%	\$ 1,409.04
19267	05	Triple Slide	EA	\$ 6,020.00	24%	\$ 4,575.20
19268	05	Double Ridge Climber	EA	\$ 1,730.00	24%	\$ 1,314.80
19269	05	Double Ridge Climber	EA	\$ 1,769.00	24%	\$ 1,344.44
19274	46	Jam Shack	EA	\$ 5,757.00	16%	\$ 4,835.88
19281	05	Transfer System W/ Guardrail (1' Rise)	EA	\$ 1,193.00	24%	\$ 906.68
19282	05	Transfer System W/ Guardrail (2' Rise)	EA	\$ 1,523.00	24%	\$ 1,157.48
19283	05	Transfer Sys W/ Guardrail (2'6" Rise)	EA	\$ 2,020.00	24%	\$ 1,535.20
19284	05	Transfer System W/ Guardrail (3' Rise)	EA	\$ 2,210.00	24%	\$ 1,679.60
19285	05	Transfer Platform W/ Guardrail 3'	EA	\$ 2,262.00	24%	\$ 1,719.12
19286	05	Transfer Platform W/ Guardrail 4'	EA	\$ 2,746.00	24%	\$ 2,086.96
19287	05	River Rock Climber	EA	\$ 1,672.00	24%	\$ 1,270.72
19288	05	Tunnel-Up Climber (Attachment)	EA	\$ 2,236.00	24%	\$ 1,699.36
19289	05	Two Piece Hex Deck	EA	\$ 2,380.00	24%	\$ 1,808.80
19290	05	1'6" Kickplate W/ Rung	EA	\$ 574.00	24%	\$ 436.24
19291	05	2' Kickplate W/ Rung	EA	\$ 592.00	24%	\$ 449.92
19292	05	2'6" Kickplate W/ Rung	EA	\$ 743.00	24%	\$ 564.68
19293	05	3' Kickplate W/ Rung	EA	\$ 755.00	24%	\$ 573.80
19297	06	Ss Dble Chuter W/Trans Platform (3')	EA	\$ 5,450.00	24%	\$ 4,142.00
19298	05	Ss Dble Chuter W/Trans Platform (4')	EA	\$ 6,348.00	24%	\$ 4,824.48
19299	05	Ss Dble Chuter W/Trans Platform (5')	EA	\$ 7,138.00	24%	\$ 5,424.88
19300	05	Ss Dble Chuter W/Trans Platform (6')	EA	\$ 8,239.00	24%	\$ 6,261.64
19301	05	Ss Dble Chuter W/Trans Platform (7')	EA	\$ 8,365.00	24%	\$ 6,357.40
19302	05	Ss Dble Chuter W/Trans Platform (8')	EA	\$ 8,956.00	24%	\$ 6,806.56
19303	05	Ergo Climber 4' & 4'6"	EA	\$ 1,371.00	24%	\$ 1,041.96
19304	05	Ergo Climber 5' & 5'6"	EA	\$ 1,487.00	24%	\$ 1,130.12
19305	05	Ergo Climber 6'	EA	\$ 1,603.00	24%	\$ 1,218.28
19309	05	Stego Climber 4' & 4'6"	EA	\$ 995.00	24%	\$ 756.20
19310	05	Stego Climber 5' & 5'6"	EA	\$ 1,085.00	24%	\$ 824.60
19311	05	Stego Climber 6' & 6'6"	EA	\$ 1,172.00	24%	\$ 890.72
19312	05	Stego Climber 7' & 7'6"	EA	\$ 1,260.00	24%	\$ 957.60
19313	05	Stego Climber 8'	EA	\$ 1,351.00	24%	\$ 1,026.76
19314	05	Spiral Climber 4' & 4'6"	EA	\$ 1,238.00	24%	\$ 940.88
19315	05	Spiral Climber 5' & 5'6"	EA	\$ 1,274.00	24%	\$ 968.24
19316	05	Spiral Climber 6' & 6'6"	EA	\$ 1,364.00	24%	\$ 1,036.64
19317	05	Spiral Climber 7' & 7'6"	EA	\$ 1,452.00	24%	\$ 1,103.52
19318	05	Spiral Climber 8'	EA	\$ 1,520.00	24%	\$ 1,155.20
19319	05	Ergo Link (2' Rise)	EA	\$ 1,456.00	24%	\$ 1,106.56
19320	05	Ergo Link (3' Rise)	EA	\$ 1,580.00	24%	\$ 1,200.80
19321	05	Ergo Link (4' Rise)	EA	\$ 1,692.00	24%	\$ 1,285.92
19322	05	Swerve Slide	EA	\$ 1,578.00	24%	\$ 1,199.28

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19327	05	Pod Climber	EA	\$ 1,379.00	24%	\$ 1,048.04
19329	05	Spiral Step Climber 2' & 2'6"	EA	\$ 1,142.00	24%	\$ 867.92
19330	05	Spiral Step Climber 3' & 3'6"	EA	\$ 1,348.00	24%	\$ 1,024.48
19331	05	Spiral Step Climber 4' & 4'6"	EA	\$ 1,553.00	24%	\$ 1,180.28
19332	05	Spiral Step Climber 5' & 5'6"	EA	\$ 1,762.00	24%	\$ 1,339.12
19333	05	Spiral Step Climber 6'	EA	\$ 1,962.00	24%	\$ 1,491.12
19348	05	Metal Half Panel W/ Steering Wheel	EA	\$ 633.00	24%	\$ 481.08
19349	18	Metal Half Panel W/ Thunderring	EA	\$ 674.00	24%	\$ 512.24
19350	05	Vert Wall 4'	EA	\$ 2,054.00	24%	\$ 1,561.04
19351	05	Vert Wall 8'	EA	\$ 3,267.00	24%	\$ 2,482.92
19355	05	4'-0"/5'-0" Dbl Bubble Climber Attach	EA	\$ 1,772.00	24%	\$ 1,346.72
19358	05	5'-6"/6'-6" Dbl Bubble Climber Attach	EA	\$ 2,181.00	24%	\$ 1,657.56
19361	05	7'-0"/8'-0" Dbl Bubble Climber Attach	EA	\$ 2,424.00	24%	\$ 1,842.24
19362	05	3'-6"/4'-0" Zip Swerve Slide Left	EA	\$ 1,450.00	24%	\$ 1,102.00
19363	05	3'-6"/4'-0" Zip Swerve Slide Right	EA	\$ 1,450.00	24%	\$ 1,102.00
19367	05	Talk Tube Ground Level	EA	\$ 344.00	24%	\$ 261.44
19368	05	Flower Talk Tube	EA	\$ 649.00	24%	\$ 493.24
19369	05	Gt Jambox	EA	\$ 3,085.00	24%	\$ 2,344.60
19371	05	Giant Wave Climber Link	EA	\$ 2,152.00	24%	\$ 1,635.52
19372	05	Play Port Bridge	EA	\$ 2,786.00	24%	\$ 2,117.36
19382	05	Single Entrance Wilderslide li	EA	\$ 809.00	24%	\$ 614.84
19384	05	Triple Entrance Wilderslide li	EA	\$ 2,958.00	24%	\$ 2,248.08
19385	05	Straight Section Wilderslide li	EA	\$ 439.00	24%	\$ 333.64
19386	05	Left Curve Section Wilderslide li	EA	\$ 603.00	24%	\$ 458.28
19387	05	Right Curve Section Wilderslide li	EA	\$ 603.00	24%	\$ 458.28
19388	05	Exit Section Wilderslide li	EA	\$ 602.00	24%	\$ 457.52
19390	05	Helix Spiral (Helix Adapter)	EA	\$ 793.00	24%	\$ 602.68
19391	05	Support Wilderslide li	EA	\$ 178.00	24%	\$ 135.28
19392	05	Slide Support	EA	\$ 173.00	24%	\$ 131.48
19403	05	Double Straight (2 Ft Section)	EA	\$ 627.00	24%	\$ 476.52
19407	05	Transfer System (Timbers) 1' Rise	EA	\$ 2,015.00	24%	\$ 1,531.40
19408	05	Transfer System (Timbers) 2' Rise	EA	\$ 2,529.00	24%	\$ 1,922.04
19409	05	Transfer System (Timbers) 2'6" Rise	EA	\$ 3,697.00	24%	\$ 2,809.72
19410	05	Transfer System (Timbers) 3' Rise	EA	\$ 3,890.00	24%	\$ 2,956.40
19411	05	Transfer System (Timbers) 4' Rise	EA	\$ 4,816.00	24%	\$ 3,660.16
19412	05	Slide Support	EA	\$ 125.00	24%	\$ 95.00
19413	05	Outrigger	EA	\$ 139.00	24%	\$ 105.64
19415	05	Walk-In Double Fun-L Over	EA	\$ 2,808.00	24%	\$ 2,134.08
19416	05	Crawl-In Double Fun-L Up	EA	\$ 2,594.00	24%	\$ 1,971.44
19417	05	Fun-L Up & Across	EA	\$ 2,407.00	24%	\$ 1,829.32
19418	05	Walk-In Double Fun-L Up (Link)	EA	\$ 2,680.00	24%	\$ 2,036.80
19419	05	Fun-L Crawl Tube (Attach)	EA	\$ 1,959.00	24%	\$ 1,488.84
19420	05	Fun-L Crawl Tube (Link)	EA	\$ 1,776.00	24%	\$ 1,349.76
19421	05	Walk-In Double Fun-L Up	EA	\$ 2,931.00	24%	\$ 2,227.56

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
19422	05	Triple W Spiral	EA	\$ 8,239.00	24%	\$ 6,261.64
19424	05	Long Exit (Use On 7' & 8' Slides)	EA	\$ 811.00	24%	\$ 616.36
19425	05	Xcelerator	EA	\$ 3,805.00	24%	\$ 2,891.80
19427	05	Single Spiral	EA	\$ 4,062.00	24%	\$ 3,087.12
19432	05	Triple W/ Spiral	EA	\$ 11,622.00	24%	\$ 8,832.72
19433	06	Wrinkle Wall Attachment 3'	EA	\$ 2,446.00	24%	\$ 1,858.96
19434	06	Wrinkle Wall Attachment 6'	EA	\$ 4,114.00	24%	\$ 3,126.64
19435	06	Wrinkle Wall Attachment 8'	EA	\$ 5,631.00	24%	\$ 4,279.56
19436	06	Wrinkle Wall Link	EA	\$ 5,591.00	24%	\$ 4,249.16
19437	05	Dbl w/Spiral Wilderslide II	EA	\$ 4,603.00	24%	\$ 3,498.28
19438	05	Dbl w/Spiral Wilderslide II Rev	EA	\$ 4,603.00	24%	\$ 3,498.28
19439	05	3 in a Row Panel	EA	\$ 1,991.00	24%	\$ 1,513.16
19440	05	Puppy Maze Panel	EA	\$ 1,754.00	24%	\$ 1,333.04
19441	05	Fish Tile Slide	EA	\$ 2,188.00	24%	\$ 1,662.88
19443	05	3 in a Row Half Panel	EA	\$ 1,570.00	24%	\$ 1,193.20
19444	05	Puppy Maze Half Panel	EA	\$ 1,337.00	24%	\$ 1,016.12
19445	05	Fish Tile Half Slide	EA	\$ 1,769.00	24%	\$ 1,344.44
19446	05	Truck Half Panel	EA	\$ 1,750.00	24%	\$ 1,330.00
19447	05	3 in a Row Panel Below Dk	EA	\$ 1,991.00	24%	\$ 1,513.16
19448	05	Puppy Maze Panel Below Dk	EA	\$ 1,754.00	24%	\$ 1,333.04
19449	05	Fish Tile Slide Below Dk	EA	\$ 2,188.00	24%	\$ 1,662.88
19450	05	Truck Panel Below Dk	EA	\$ 2,382.00	24%	\$ 1,810.32
19451	05	3 in a Row Half Panel Below Dk	EA	\$ 1,570.00	24%	\$ 1,193.20
19452	05	Puppy Maze Half Panel Below Dk	EA	\$ 1,337.00	24%	\$ 1,016.12
19453	05	Fish Tile Half Slide Below Dk	EA	\$ 1,769.00	24%	\$ 1,344.44
19454	05	Truck Half Panel Below Dk	EA	\$ 1,750.00	24%	\$ 1,330.00
19455	05	Make it Rain Panel (Roto)	EA	\$ 2,412.00	24%	\$ 1,833.12
19456	05	Bells Panel (Roto)	EA	\$ 1,391.00	24%	\$ 1,057.16
19457	05	Roller Ball Panel (Roto)	EA	\$ 2,947.00	24%	\$ 2,239.72
19458	40	Spectacle Climber 4' - 4'6"	EA	\$ 815.00	6%	\$ 766.10
19459	32	Spectacle Climber 5' - 5'6"	EA	\$ 886.00	3%	\$ 859.42
19460	32	Spectacle Climber 6' - 6'6"	EA	\$ 970.00	3%	\$ 940.90
19461	05	Make it Rain Panel (Roto) Below Dk	EA	\$ 2,412.00	24%	\$ 1,833.12
19462	05	Bells Panel (Roto) Below Dk	EA	\$ 1,391.00	24%	\$ 1,057.16
19463	05	Roller Ball Panel (Roto) Below Dk	EA	\$ 2,947.00	24%	\$ 2,239.72
19464	05	Double Entrance	EA	\$ 1,517.00	24%	\$ 1,152.92
19465	05	Olympus Climber - 3'0 thru 4'0 attachment	EA	\$ 1,548.00	24%	\$ 1,176.48
19466	05	Olympus Climber - 5'0 thru 6'0 attachment	EA	\$ 2,388.00	24%	\$ 1,814.88
19467	05	Olympus Climber - 7'0 thru 8'0 attachment	EA	\$ 2,684.00	24%	\$ 2,039.84
19468	05	Olympus Climber - 0'0 Rise Link	EA	\$ 2,994.00	24%	\$ 2,275.44
19469	05	Olympus Climber - 1'0 Rise Link	EA	\$ 2,994.00	24%	\$ 2,275.44
19470	05	Olympus Climber - 2'0 Rise Link	EA	\$ 3,098.00	24%	\$ 2,354.48
19471	05	Olympus Climber - 3'0 thru 4'0 offset attachment	EA	\$ 3,012.00	24%	\$ 2,289.12
19472	05	Olympus Climber - 4'6 offset attachment	EA	\$ 3,303.00	24%	\$ 2,510.28

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19473	05	Olympus Climber - 5'0 thru 6'0 offset attachment	EA	\$ 3,303.00	24%	\$ 2,510.28
19584	05	Shale Roof	EA	\$ 528.00	24%	\$ 401.28
19585	05	Letters Maze Above Deck	EA	\$ 948.00	24%	\$ 720.48
19586	05	Time & Place Above Deck	EA	\$ 1,096.00	24%	\$ 832.96
19587	05	Letters Maze Below Deck	EA	\$ 1,091.00	24%	\$ 829.16
19624	05	Shale Roof Extension	EA	\$ 112.00	24%	\$ 85.12
19627	05	Gadget Frame (Grd Level)	EA	\$ 582.00	24%	\$ 442.32
19632	05	Transfer Platform (Timbers) 3'	EA	\$ 3,272.00	24%	\$ 2,486.72
19633	05	Transfer Platform (Timbers) 4'	EA	\$ 4,565.00	24%	\$ 3,469.40
19634	05	Transfer Platform (Timbers) 5'	EA	\$ 5,905.00	24%	\$ 4,487.80
19635	05	Rung Enclosure (Timbers)	EA	\$ 738.00	24%	\$ 560.88
19636	05	Plank Climber 3'	EA	\$ 857.00	24%	\$ 651.32
19637	05	Plank Climber 4'	EA	\$ 991.00	24%	\$ 753.16
19638	05	Plank Climber 5'	EA	\$ 1,164.00	24%	\$ 884.64
19639	05	Plank Climber 6'	EA	\$ 1,185.00	24%	\$ 900.60
19640	05	Plank Climber 7'	EA	\$ 1,343.00	24%	\$ 1,020.68
19641	05	Plank Climber 8'	EA	\$ 1,491.00	24%	\$ 1,133.16
19642	05	Half Hex Slant Roof (Timbers)	EA	\$ 3,364.00	24%	\$ 2,556.64
19643	05	Hex Slant Roof (Timbers)	EA	\$ 6,514.00	24%	\$ 4,950.64
19644	05	Slant Roof Extensions (24")	EA	\$ 219.00	24%	\$ 166.44
19645	05	Slant Roof Extensions (36")	EA	\$ 277.00	24%	\$ 210.52
19646	05	Slant Roof Extensions (60")	EA	\$ 343.00	24%	\$ 260.68
19647	05	Slant Roof Extension (72")	EA	\$ 403.00	24%	\$ 306.28
19648	05	12" Stepped Deck	EA	\$ 1,288.00	24%	\$ 978.88
19655	05	Playport Bridge (Timbers)	EA	\$ 4,318.00	24%	\$ 3,281.68
19656	05	Slant Roof (Timbers)	EA	\$ 1,212.00	24%	\$ 921.12
19657	05	Slant Roof Ext (Timbers)	EA	\$ 251.00	24%	\$ 190.76
19658	05	Arch Bridge (Timbers)	EA	\$ 5,121.00	24%	\$ 3,891.96
19665	05	Whirlwind Climber 4'	EA	\$ 1,528.00	24%	\$ 1,161.28
19666	05	Whirlwind Climber 5'	EA	\$ 1,665.00	24%	\$ 1,265.40
19667	05	Whirlwind Climber 6'	EA	\$ 1,810.00	24%	\$ 1,375.60
19668	05	Whirlwind Climber 7'	EA	\$ 1,954.00	24%	\$ 1,485.04
19669	05	Whirlwind Climber 8'	EA	\$ 2,094.00	24%	\$ 1,591.44
19670	05	Cliff Wall Climber (Link)	EA	\$ 4,940.00	24%	\$ 3,754.40
19672	05	Erratic Climber (Metal) 4'-5'	EA	\$ 889.00	24%	\$ 675.64
19673	05	Erratic Climber (Metal) 5'6"-6'6"	EA	\$ 959.00	24%	\$ 728.84
19674	05	Erratic Climber (Metal) 7'-8'	EA	\$ 1,054.00	24%	\$ 801.04
19679	05	Pine Climber 3'	EA	\$ 921.00	24%	\$ 699.96
19680	05	Pine Climber 3'6"	EA	\$ 1,007.00	24%	\$ 765.32
19681	10	Pine Climber 4'	EA	\$ 1,015.00	24%	\$ 771.40
19682	05	Pine Climber 4'6"	EA	\$ 1,007.00	24%	\$ 765.32
19683	05	Pine Climber 5'	EA	\$ 1,113.00	24%	\$ 845.88
19684	05	Pine Climber 5'6"	EA	\$ 1,201.00	24%	\$ 912.76
19685	05	Pine Climber 6'	EA	\$ 1,215.00	24%	\$ 923.40

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19686	05	Pine Climber 7'	EA	\$ 1,248.00	24%	\$ 948.48
19687	05	Pine Climber 7'	EA	\$ 1,381.00	24%	\$ 1,049.56
19688	05	Pine Climber 7'6"	EA	\$ 1,420.00	24%	\$ 1,079.20
19689	05	Pine Climber 8'	EA	\$ 1,563.00	24%	\$ 1,187.88
19692	05	Erratic Climber W/Hex Net 5'6"-6'6"	EA	\$ 2,264.00	24%	\$ 1,720.64
19698	05	Sloped Funnel Climber Barrier (Dbl)	EA	\$ 3,808.00	24%	\$ 2,894.08
19699	05	Sloped Funnel Climber Guardrail(Dbl)	EA	\$ 2,929.00	24%	\$ 2,226.04
19700	05	Sloped Funnel Climber Timbers(Dbl)	EA	\$ 4,175.00	24%	\$ 3,173.00
19701	05	90° Play Port Funnel Bridge	EA	\$ 3,833.00	24%	\$ 2,913.08
19702	05	Timbers Enclosure W/ Molded Steering Wheel (Above)	EA	\$ 1,012.00	24%	\$ 769.12
19703	05	Timbers Enclosure W/ Solid Steering Wheel (Above)	EA	\$ 1,147.00	24%	\$ 871.72
19704	05	Timbers Enclosure W/ Thunderring (Above)	EA	\$ 1,056.00	24%	\$ 802.56
19705	05	Offset Xcelerator	EA	\$ 3,961.00	24%	\$ 3,010.36
19706	05	PT Sensory Wave Arch	EA	\$ 1,189.00	24%	\$ 903.64
19707	05	PT Sensory Wave Curve	EA	\$ 1,030.00	24%	\$ 782.80
19708	05	PT SW Transfer Punched Insert	EA	\$ 1,344.00	24%	\$ 1,021.44
19709	05	PT Sensory Wave Transfer Roller Insert	EA	\$ 2,875.00	24%	\$ 2,185.00
19710	05	PT Sensory Wave End Transfer	EA	\$ 885.00	24%	\$ 672.60
19711	05	PT Sensory Wave Deck Connect	EA	\$ 749.00	24%	\$ 569.24
19712	05	PT Sensory Wave Return Step	EA	\$ 1,073.00	24%	\$ 815.48
19713	05	PT Sensory Wave Transfer (1' & 1'6")	EA	\$ 1,650.00	24%	\$ 1,254.00
19714	05	PT Sensory Wave Up & On (3' & 3'6")	EA	\$ 3,106.00	24%	\$ 2,360.56
19715	05	PT Sensory Wave Up & Around (3' & 3'6")	EA	\$ 4,482.00	24%	\$ 3,406.32
19716	05	PT S Wave Double Up & On (5' & 5'6")	EA	\$ 4,638.00	24%	\$ 3,524.88
19717	05	PT S Wave Up & On LNK (3'-3'6)	EA	\$ 3,055.00	24%	\$ 2,321.80
19718	05	PT S Wave Up & On LNK (4'-4'6)	EA	\$ 3,081.00	24%	\$ 2,341.56
19719	05	PT S Wave Up & On LNK (5'-5'6)	EA	\$ 3,135.00	24%	\$ 2,382.60
19720	05	PT S Wave Up & On LNK (6')	EA	\$ 3,144.00	24%	\$ 2,389.44
19721	05	PT Sensory Wave Up S LNK (3'-3'6)	EA	\$ 5,746.00	24%	\$ 4,366.96
19722	05	PT Sensory Wave Up S LNK (4'-4'6)	EA	\$ 5,832.00	24%	\$ 4,432.32
19723	05	PT Sensory Wave Up S LNK (5'-5'6)	EA	\$ 5,989.00	24%	\$ 4,551.64
19724	05	PT Sensory Wave Up S LNK (6')	EA	\$ 6,010.00	24%	\$ 4,567.60
19725	05	PT S Wave Double Up & On LNK (5'-5'6)	EA	\$ 4,606.00	24%	\$ 3,500.56
19726	05	PT S Wave Double Up & On LNK (6')	EA	\$ 4,625.00	24%	\$ 3,515.00
19727	05	PT S Wave Up & Around LNK (3'-3'6)	EA	\$ 4,451.00	24%	\$ 3,382.76
19728	05	PT S Wave Up & Around LNK (4'-4'6)	EA	\$ 4,506.00	24%	\$ 3,424.56
19729	05	PT S Wave Up & Around LNK (5'-5'6)	EA	\$ 4,612.00	24%	\$ 3,505.12
19730	05	PT S Wave Up & Around LNK (6')	EA	\$ 4,621.00	24%	\$ 3,511.96
19731	05	PT Sensory Wave Up & Over (1'-1'6")	EA	\$ 4,527.00	24%	\$ 3,440.52
19732	05	PT Sensory Wave Up & Over (2'-2'6")	EA	\$ 4,582.00	24%	\$ 3,482.32
19733	05	PT Sensory Wave Up & Over (3'-3'6")	EA	\$ 4,686.00	24%	\$ 3,561.36
19734	05	PT Sensory Wave Up & Over (4'-4'6")	EA	\$ 4,745.00	24%	\$ 3,606.20
19736	05	PT Sensory Wave Footbuck 1' - 1'6"	EA	\$ 270.00	24%	\$ 205.20
19737	05	PT Sensory Wave Footbuck 2' - 2'6"	EA	\$ 297.00	24%	\$ 225.72

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
19738	05	PT Sensory Wave Footbuck 3' - 3'6"	EA	\$ 349.00	24%	\$ 265.24
19739	05	PT Sensory Wave Footbuck 4' - 4'6"	EA	\$ 379.00	24%	\$ 288.04
19740	05	PT Sensory Wave Footbuck 5' - 5'6"	EA	\$ 432.00	24%	\$ 328.32
19741	05	PT Sensory Wave Footbuck 6'	EA	\$ 431.00	24%	\$ 327.56
19742	05	PT Sensory Wave Up & Over (5')	EA	\$ 4,795.00	24%	\$ 3,644.20
19743	05	PT Sensory Wave Transfer (2')	EA	\$ 1,931.00	24%	\$ 1,467.56
19747	05	Traverse Climber Link (1' rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
19748	05	Traverse Climber Link (1'6" rise)	EA	\$ 2,570.00	24%	\$ 1,953.20
19749	05	Traverse Climber Link (2' rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
19750	05	Traverse Climber Link (2'6 rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
19751	05	Traverse Climber Link (3' rise)	EA	\$ 2,573.00	24%	\$ 1,955.48
19752	05	Traverse Climber	EA	\$ 2,144.00	24%	\$ 1,629.44
19753	06	Wiggle Climber Link Straight	EA	\$ 4,683.00	24%	\$ 3,559.08
19754	18	Wiggle Climber Link 1' Rise	EA	\$ 4,145.00	24%	\$ 3,150.20
19755	06	Wiggle Climber Attachment	EA	\$ 4,758.00	24%	\$ 3,616.08
19756	05	Umbra Triangle Roof	EA	\$ 515.00	24%	\$ 391.40
19757	05	Umbra Square Roof	EA	\$ 608.00	24%	\$ 462.08
19758	05	Umbra Hex roof	EA	\$ 1,327.00	24%	\$ 1,008.52
19759	05	Umbra Topper	EA	\$ 55.00	24%	\$ 41.80
19760	32	Erratic Climber Link 3' Rise	EA	\$ 893.00	3%	\$ 866.21
19761	32	Erratic Climber Link 3' Rise Reverse	EA	\$ 893.00	3%	\$ 866.21
19762	40	Umbra Plug (priced for CAD)	EA	\$ 30.00	6%	\$ 28.20
19763	05	Edge Climber Attachment 5'6/6'0	EA	\$ 2,283.00	24%	\$ 1,735.08
19764	05	Edge Climber Link 2'3/3' to 6'	EA	\$ 2,707.00	24%	\$ 2,057.32
19765	05	Edge Climber Link 3'6"/4' to 6'	EA	\$ 2,759.00	24%	\$ 2,096.84
19766	05	Edge Climber Link 4'6/5'6 to 6'	EA	\$ 3,163.00	24%	\$ 2,403.88
19767	05	Edge Climber Small	EA	\$ 798.00	24%	\$ 606.48
19768	05	Edge Climber Small	EA	\$ 850.00	24%	\$ 646.00
19769	05	Edge Climber Small	EA	\$ 1,242.00	24%	\$ 943.92
19770	05	Chain Pod Climber 4'/4'6"	EA	\$ 1,496.00	24%	\$ 1,136.96
19771	05	Chain Pod Climber 5'/5'6"	EA	\$ 1,682.00	24%	\$ 1,278.32
19772	05	Chain Pod Climber 6'/6'6"	EA	\$ 1,870.00	24%	\$ 1,421.20
19773	05	Edge Climber Link 6' to 6'	EA	\$ 3,231.00	24%	\$ 2,455.56
19774	05	Edge Climber Link 2'3/3' to 4'	EA	\$ 2,707.00	24%	\$ 2,057.32
19775	05	Edge Climber Link 3'6"/4' to 4'	EA	\$ 2,759.00	24%	\$ 2,096.84
19776	05	Edge Climber Link 4'6/5'6 to 4'	EA	\$ 3,163.00	24%	\$ 2,403.88
19777	05	Edge Climber Link 6' to 4'	EA	\$ 3,231.00	24%	\$ 2,455.56
19778	05	Edge Climber Small	EA	\$ 1,336.00	24%	\$ 1,015.36
19779	18	Weeble Climber 3'6/4'0	EA	\$ 2,114.00	24%	\$ 1,606.64
19780	22	Weeble Climber 4'6/5'0	EA	\$ 2,482.00	16%	\$ 2,084.88
19781	10	Weeble Climber 5'6/6'0	EA	\$ 2,806.00	24%	\$ 2,132.56
19786	05	Edge Climber Attachment 2'0/5'0	EA	\$ 2,230.00	24%	\$ 1,694.80
19787	05	Quadratic Shade Canopy	EA	\$ 4,828.00	24%	\$ 3,669.28
19788	05	Equilateral Shade Canopy	EA	\$ 3,762.00	24%	\$ 2,859.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
19789	05	Hexagonal Shade Canopy	EA	\$ 8,537.00	24%	\$ 6,488.12
19790	05	Dbl Swerve Zip 4'-6"/5'	EA	\$ 2,529.00	24%	\$ 1,922.04
19791	05	Dbl Rumble & Roll 2'-6"/3'	EA	\$ 2,138.00	24%	\$ 1,624.88
19792	05	Double Zip slide 4'-0"	EA	\$ 2,408.00	24%	\$ 1,830.08
19793	05	Double Zip slide 5'-0"	EA	\$ 2,672.00	24%	\$ 2,030.72
19794	05	Dueling Wave Zip 6'-0"	EA	\$ 2,951.00	24%	\$ 2,242.76
19795	05	Dbl Wave Zip Slide 7'\7'-6"	EA	\$ 4,132.00	24%	\$ 3,140.32
19796	05	Dbl Twin Spiral II	EA	\$ 7,677.00	24%	\$ 5,834.52
19801	05	Over 'N Under Wilderslide II	EA	\$ 4,993.00	24%	\$ 3,794.68
19803	05	Air Walker	EA	\$ 5,461.00	24%	\$ 4,150.36
19804	05	Splitter 6'	EA	\$ 4,177.00	24%	\$ 3,174.52
19805	05	Splitter 7'	EA	\$ 4,073.00	24%	\$ 3,095.48
19806	05	Splitter 8'	EA	\$ 4,233.00	24%	\$ 3,217.08
19807	05	Ripple Pass	EA	\$ 2,758.00	24%	\$ 2,096.08
19812	05	Twisted Rail Climber 4'/5'	EA	\$ 1,806.00	24%	\$ 1,372.56
19813	05	Twisted Rail Climber 5'6"/6'	EA	\$ 1,806.00	24%	\$ 1,372.56
19814	05	Twisted Rail Climber 6'6"/7'	EA	\$ 2,177.00	24%	\$ 1,654.52
19818	05	Access Platform	EA	\$ 579.00	24%	\$ 440.04
20002	50	Toddler 2	EA	\$ 6,815.00	20%	\$ 5,452.00
20005	50	Toddler 5	EA	\$ 8,486.00	20%	\$ 6,788.80
20006	50	Toddler 6	EA	\$ 12,384.00	20%	\$ 9,907.20
20007	50	Toddler 7	EA	\$ 14,490.00	20%	\$ 11,592.00
20010	50	Toddler 9	EA	\$ 11,424.00	20%	\$ 9,139.20
20017	50	Crawler 2	EA	\$ 5,755.00	20%	\$ 4,604.00
20018	50	Crawler 3	EA	\$ 7,080.00	20%	\$ 5,664.00
20019	50	Walker 2	EA	\$ 14,613.00	20%	\$ 11,690.40
20020	50	Walker 3	EA	\$ 16,558.00	20%	\$ 13,246.40
20021	50	Walker 4	EA	\$ 18,146.00	20%	\$ 14,516.80
22006	50	Kidtime Roof Package	EA	\$ 1,162.00	20%	\$ 929.60
22060	50	Shapes Replacement Pkg	EA	\$ 548.00	20%	\$ 438.40
22061	50	Count Replacement Pkg	EA	\$ 713.00	20%	\$ 570.40
22062	50	Objects Replacement Pkg	EA	\$ 548.00	20%	\$ 438.40
22063	50	Math Replacement Pkg	EA	\$ 510.00	20%	\$ 408.00
22065	50	Animals Replacement Pkg	EA	\$ 549.00	20%	\$ 439.20
22067	50	Nature Replacement Pkg	EA	\$ 549.00	20%	\$ 439.20
23002	50	In-Ground Pkg For 20002	EA	\$ 930.00	20%	\$ 744.00
23005	50	In-Grd Pkg 20005	EA	\$ 1,105.00	20%	\$ 884.00
23006	50	In-Ground Pkg For 20006	EA	\$ 1,492.00	20%	\$ 1,193.60
23007	50	In-Ground Pkg For 20007	EA	\$ 1,945.00	20%	\$ 1,556.00
23010	50	In-Grd Pkg 20010	EA	\$ 1,289.00	20%	\$ 1,031.20
23011	50	In-Grd Pkg 20017	EA	\$ 855.00	20%	\$ 684.00
23012	50	Toddler 2 - Surface Mt Pkg	EA	\$ 555.00	20%	\$ 444.00
23013	50	Toddler 7 - Surface Mt Pkg	EA	\$ 955.00	20%	\$ 764.00
23014	50	Toddler 9 - Surface Mt Pkg	EA	\$ 636.00	20%	\$ 508.80

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
23015	50	Toddler 5 - Surface Mt Pkg	EA	\$ 579.00	20%	\$ 463.20
23016	50	Toddler 6 - Surface Mt Pkg	EA	\$ 729.00	20%	\$ 583.20
23017	50	Crawler 2 - Surface Mt Pkg	EA	\$ 370.00	20%	\$ 296.00
23018	50	Crawler 3 - Surface Mt Pkg	EA	\$ 405.00	20%	\$ 324.00
23019	50	Walker 2 - Surface Mt Pkg	EA	\$ 918.00	20%	\$ 734.40
23020	50	Walker 3 - Surface Mt Pkg	EA	\$ 969.00	20%	\$ 775.20
23021	50	Walker 4 - Surface Mt Pkg	EA	\$ 1,098.00	20%	\$ 878.40
23027	50	In-Grd Pkg 20018	EA	\$ 1,012.00	20%	\$ 809.60
23028	50	In-Grd Pkg 20019	EA	\$ 1,774.00	20%	\$ 1,419.20
23029	50	In-Grd Pkg 20020	EA	\$ 1,875.00	20%	\$ 1,500.00
23030	50	In-Grd Pkg 20021	EA	\$ 2,256.00	20%	\$ 1,804.80
23031	50	On-Ground Pkg For 20002	EA	\$ 855.00	20%	\$ 684.00
23032	50	On-Ground Pkg 20005	EA	\$ 1,022.00	20%	\$ 817.60
23033	50	On-Ground Pkg 20017	EA	\$ 779.00	20%	\$ 623.20
23034	50	On-Ground Pkg For 20006	EA	\$ 1,377.00	20%	\$ 1,101.60
23035	50	On-Ground Pkg For 20007	EA	\$ 1,823.00	20%	\$ 1,458.40
23036	50	On-Ground Pkg 20010	EA	\$ 1,190.00	20%	\$ 952.00
23037	50	On-Ground Pkg 20019	EA	\$ 1,615.00	20%	\$ 1,292.00
23038	50	On-Ground Pkg 20020	EA	\$ 1,742.00	20%	\$ 1,393.60
23039	50	On-Ground Pkg 20021	EA	\$ 1,984.00	20%	\$ 1,587.20
23040	50	On-Ground Pkg 20018	EA	\$ 881.00	20%	\$ 704.80
24000	50	16" Sand & Water Table	EA	\$ 2,034.00	20%	\$ 1,627.20
24001	50	24" Sand & Water Table	EA	\$ 2,147.00	20%	\$ 1,717.60
24002	50	32" Sand & Water Table	EA	\$ 2,498.00	20%	\$ 1,998.40
24004	50	Double Sand & Water Table (16", 24")	EA	\$ 3,837.00	20%	\$ 3,069.60
24005	50	Double Sand & Water Table (24", 32")	EA	\$ 4,207.00	20%	\$ 3,365.60
24008	50	Sand Stamp Cups	EA	\$ 50.00	20%	\$ 40.00
24011	52	Cover - Single S&W Table	EA	\$ 394.00	6%	\$ 370.36
24013	50	Single Cover Stacked S&W Table	EA	\$ 470.00	6%	\$ 441.80
26038	05	Track Ride, F/S	EA	\$ 4,230.00	24%	\$ 3,214.80
26049	05	Triton	EA	\$ 8,981.00	24%	\$ 6,825.56
26056	05	Triton Support Rung (Without Tab)	EA	\$ 296.00	24%	\$ 224.96
26057	05	2 Way X-Pod Step	EA	\$ 1,346.00	24%	\$ 1,022.96
26058	05	3 Way X-Pod Step	EA	\$ 1,345.00	24%	\$ 1,022.20
26059	05	4 Way X-Pod Step	EA	\$ 1,412.00	24%	\$ 1,073.12
26060	06	Astrorail-Triton	EA	\$ 2,109.00	24%	\$ 1,602.84
26061	05	Trapeze Dual Circuit	EA	\$ 3,872.00	24%	\$ 2,942.72
26062	05	Trapeze Quad Circuit	EA	\$ 4,398.00	24%	\$ 3,342.48
26063	05	Bubble Climbing Wall Attachment	EA	\$ 2,407.00	24%	\$ 1,829.32
26064	05	Dna Climbing Wall Attachment	EA	\$ 1,600.00	24%	\$ 1,216.00
26065	05	Hang Out Wall	EA	\$ 1,404.00	24%	\$ 1,067.04
26066	05	Laced Climbing Wall Attachment	EA	\$ 1,664.00	24%	\$ 1,264.64
26067	05	Ladder Wall Attachment	EA	\$ 1,413.00	24%	\$ 1,073.88
26068	05	Oval Climbing Wall Attachment	EA	\$ 2,376.00	24%	\$ 1,805.76

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
26069	05	Rock Climbing Wall Attachment	EA	\$ 2,731.00	24%	\$ 2,075.56
26070	05	Sail Climbing Wall Attachment	EA	\$ 1,723.00	24%	\$ 1,309.48
26071	05	Symmetric Climbing Wall Attachment	EA	\$ 1,488.00	24%	\$ 1,130.88
26072	05	Social Discs Attachment	EA	\$ 1,719.00	24%	\$ 1,306.44
26073	05	Single Sky Wheel	EA	\$ 2,303.00	24%	\$ 1,750.28
26074	05	Suspended Pod	EA	\$ 2,026.00	24%	\$ 1,539.76
26076	05	Twister	EA	\$ 3,299.00	24%	\$ 2,507.24
26078	05	Arched Loop Ladder Overhead	EA	\$ 697.00	24%	\$ 529.72
26079	05	Inverticaled Loop Ladder Overhead	EA	\$ 697.00	24%	\$ 529.72
26080	05	Stretched Loop Ladder	EA	\$ 653.00	24%	\$ 496.28
26081	05	Sky Wheels	EA	\$ 2,105.00	24%	\$ 1,599.80
26082	05	Trapeze Ring Overhead	EA	\$ 1,185.00	24%	\$ 900.60
26083	05	Triton Support Rung (With Tab)	EA	\$ 333.00	24%	\$ 253.08
26084	05	Arched Trapeze Ring Overhead	EA	\$ 1,284.00	24%	\$ 975.84
26085	05	Inverted Trapeze Ring Overhead	EA	\$ 1,284.00	24%	\$ 975.84
26086	05	Heliocentrix Support Rung (With Tab)	EA	\$ 375.00	24%	\$ 285.00
26087	05	Heliocentrix	EA	\$ 11,798.00	24%	\$ 8,966.48
26088	05	Tri Ladder	EA	\$ 490.00	24%	\$ 372.40
26089	06	Astrol Rail	EA	\$ 2,628.00	24%	\$ 1,997.28
26090	05	Double Link Cross Beam	EA	\$ 219.00	24%	\$ 166.44
26091	05	Single Link Cross Beam	EA	\$ 178.00	24%	\$ 135.28
26092	05	Ps Plus Single Link Cross Beam	EA	\$ 194.00	24%	\$ 147.44
26093	05	Pt Single Link Cross Beam, 45 1/2" Dk	EA	\$ 193.00	24%	\$ 146.68
26094	05	Triangular Shroud	EA	\$ 64.00	24%	\$ 48.64
26095	05	Hanging Pod Link	EA	\$ 2,446.00	24%	\$ 1,858.96
26096	05	Arched Chain Net Link (Stainless)	EA	\$ 1,661.00	24%	\$ 1,262.36
26097	06	Astrolrail-Heliocentrix	EA	\$ 2,126.00	24%	\$ 1,615.76
26098	05	Wind Web	EA	\$ 5,661.00	24%	\$ 4,302.36
26099	05	Rock Wall Link	EA	\$ 2,854.00	24%	\$ 2,169.04
26100	05	Hang Out Circuit	EA	\$ 4,531.00	24%	\$ 3,443.56
26101	05	Web Walk (Link)	EA	\$ 10,763.00	24%	\$ 8,179.88
26102	05	Upright 2-Way Link	EA	\$ 1,264.00	24%	\$ 960.64
26103	05	Web Walk (Attachment)	EA	\$ 10,719.00	24%	\$ 8,146.44
26105	05	Heliocentrix Support Rung (W/Out Tab)	EA	\$ 336.00	24%	\$ 255.36
26106	05	Single Upright	EA	\$ 686.00	24%	\$ 521.36
26107	05	Vertical Rock Climber	EA	\$ 2,909.00	24%	\$ 2,210.84
26108	05	Arch Rock Climber	EA	\$ 2,965.00	24%	\$ 2,253.40
26109	05	Rock Step	EA	\$ 253.00	24%	\$ 192.28
26111	05	Single Rock Upright	EA	\$ 318.00	24%	\$ 241.68
26112	05	Double Rock Upright	EA	\$ 334.00	24%	\$ 253.84
26113	05	Single Rock Upright W/Rock Step	EA	\$ 725.00	24%	\$ 551.00
26114	05	Double Rock Upright Dual Attachment	EA	\$ 720.00	24%	\$ 547.20
26115	05	Double Rock Upright 90 Deg Attach	EA	\$ 503.00	24%	\$ 382.28
26116	05	Single Rock Upright 90 Deg Attach	EA	\$ 568.00	24%	\$ 431.68

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
26117	05	Sgl Rock Uprrt 90 Deg Attach (Reverse)	EA	\$ 485.00	24%	\$ 368.60
26118	05	Sgl Rock Uprrt Dual Attach W/Rock Step	EA	\$ 861.00	24%	\$ 654.36
26119	70	Ada Xscape Swing	EA	\$ 1,389.00	3%	\$ 1,347.33
26120	70	Ada Xscape Swing Add-A-Bay	EA	\$ 840.00	3%	\$ 814.80
26121	05	90 Deg 3 Way X-Pod Step	EA	\$ 1,367.00	24%	\$ 1,038.92
26122	05	6' Xscape Ss Slide (Hdpe)	EA	\$ 10,629.00	24%	\$ 8,078.04
26123	05	8' Xscape Ss Slide (Hdpe)	EA	\$ 11,619.00	24%	\$ 8,830.44
26124	05	6' Xscape Ss Slide	EA	\$ 10,053.00	24%	\$ 7,640.28
26125	05	8' Xscape Ss Slide	EA	\$ 11,044.00	24%	\$ 8,393.44
26126	05	6' Xscape Wave Zip Slide (Hdpe)	EA	\$ 8,601.00	24%	\$ 6,536.76
26127	05	8' Xscape Wave Zip Slide (Hdpe)	EA	\$ 10,228.00	24%	\$ 7,773.28
26128	05	6' Xscape Wave Zip Slide	EA	\$ 8,088.00	24%	\$ 6,146.88
26129	05	8' Xscape Wave Zip Slide	EA	\$ 9,715.00	24%	\$ 7,383.40
26130	05	3 Way X-Pod Step W/Canopy	EA	\$ 10,144.00	24%	\$ 7,709.44
26131	05	4 Way X-Pod Step W/Canopy	EA	\$ 10,221.00	24%	\$ 7,767.96
26132	05	90 Deg 3 Way X-Pod Step W/Canopy	EA	\$ 10,144.00	24%	\$ 7,709.44
26141	05	Fun Seat	EA	\$ 1,519.00	24%	\$ 1,154.44
26142	05	Single With Step	EA	\$ 1,229.00	24%	\$ 934.04
26143	05	90 Deg 2 Way X-Pod Step	EA	\$ 1,447.00	24%	\$ 1,099.72
26144	05	Ashiko & Djembe	EA	\$ 1,703.00	24%	\$ 1,294.28
26145	05	Bongos	EA	\$ 809.00	24%	\$ 614.84
26146	05	Cruise Rails	EA	\$ 1,005.00	24%	\$ 763.80
26147	05	Gizmos	EA	\$ 1,189.00	24%	\$ 903.64
26148	05	Worm Hole (Link)	EA	\$ 9,412.00	24%	\$ 7,153.12
26149	05	Worm Hole (Attachment)	EA	\$ 9,369.00	24%	\$ 7,120.44
26150	05	Worm Hole (Freestanding)	EA	\$ 9,324.00	24%	\$ 7,086.24
26151	05	Therapeutic Rings (Attachments)	EA	\$ 1,889.00	24%	\$ 1,435.64
26152	05	Therapeutic Rings (Link)	EA	\$ 1,821.00	24%	\$ 1,383.96
26153	05	Grip Rail (Link)	EA	\$ 1,540.00	24%	\$ 1,170.40
26154	05	Grip Rail (Attachment)	EA	\$ 1,473.00	24%	\$ 1,119.48
26155	05	Primetime Cross Beam(Join Pt & Xscape)	EA	\$ 204.00	24%	\$ 155.04
26156	05	2'-6" Connectscape Climber	EA	\$ 991.00	24%	\$ 753.16
26157	05	3'-0" Connectscape Climber	EA	\$ 1,050.00	24%	\$ 798.00
26158	05	3'-6" Connectscape Climber	EA	\$ 1,080.00	24%	\$ 820.80
26159	05	4'-0" Connectscape Climber	EA	\$ 1,089.00	24%	\$ 827.64
26160	05	4'-6" Connectscape Climber	EA	\$ 1,164.00	24%	\$ 884.64
26161	05	5'-0" Connectscape Climber	EA	\$ 1,176.00	24%	\$ 893.76
26162	05	2'-6" Connectscape Climber	EA	\$ 661.00	24%	\$ 502.36
26163	05	3'-0" Connectscape Climber	EA	\$ 721.00	24%	\$ 547.96
26164	05	3'-6" Connectscape Climber	EA	\$ 749.00	24%	\$ 569.24
26165	05	4'-0" Connectscape Climber	EA	\$ 760.00	24%	\$ 577.60
26166	05	4'-6" Connectscape Climber	EA	\$ 834.00	24%	\$ 633.84
26167	05	5'-0" Connectscape Climber	EA	\$ 845.00	24%	\$ 642.20
26168	70	Xscape Swing 3 1/2" X 8'	EA	\$ 1,389.00	3%	\$ 1,347.33

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
26169	70	Xscape Swing Add A Bay 3 1/2" X 8'	EA	\$ 819.00	3%	\$ 794.43
26170	06	Xcelerator	EA	\$ 4,132.00	24%	\$ 3,140.32
27055	05	Gadget Frame (Grd Level)	EA	\$ 1,154.00	24%	\$ 877.04
27062	05	Vessel 1 way	EA	\$ 4,725.00	24%	\$ 3,591.00
27063	05	Vessel 2 way	EA	\$ 4,844.00	24%	\$ 3,681.44
27064	05	Vessel 3 way	EA	\$ 4,962.00	24%	\$ 3,771.12
27065	05	Rock Climber left	EA	\$ 3,785.00	24%	\$ 2,876.60
27066	05	Rock Climber Right	EA	\$ 3,785.00	24%	\$ 2,876.60
27067	05	Rock Climber 2 socket	EA	\$ 3,644.00	24%	\$ 2,769.44
27068	05	Tron Climber Left	EA	\$ 3,049.00	24%	\$ 2,317.24
27069	05	Tron Climber Right	EA	\$ 3,049.00	24%	\$ 2,317.24
27070	05	Tron Climber 2 socket	EA	\$ 2,908.00	24%	\$ 2,210.08
27071	05	U-Frame with Hex Net Left	EA	\$ 4,152.00	24%	\$ 3,155.52
27072	05	U-Frame with Hex Net Right	EA	\$ 4,152.00	24%	\$ 3,155.52
27073	05	U-Frame with Hex Net 2 sockets	EA	\$ 4,205.00	24%	\$ 3,195.80
27074	05	Trapezoid Overhead Ladder - 60 degrees	EA	\$ 724.00	24%	\$ 550.24
27075	05	Trapezoid Overhead Ladder - 90 degrees	EA	\$ 1,074.00	24%	\$ 816.24
27076	05	Stretched Trapezoid Overhead - 60 degrees	EA	\$ 725.00	24%	\$ 551.00
27077	05	Stretched Trapezoid Overhead - 90 degrees	EA	\$ 1,015.00	24%	\$ 771.40
32000	06	Vessel (1-Way)	EA	\$ 3,913.00	24%	\$ 2,973.88
32001	05	Splitter	EA	\$ 2,459.00	24%	\$ 1,868.84
32003	05	Splitter W/ Crag Climber	EA	\$ 4,050.00	24%	\$ 3,078.00
32004	05	Rock Climber	EA	\$ 2,750.00	24%	\$ 2,090.00
32005	05	Tron Climber (Left Connection)	EA	\$ 2,107.00	24%	\$ 1,601.32
32006	05	Tron Climber (Right Connection)	EA	\$ 2,107.00	24%	\$ 1,601.32
32007	05	Ziggy Rail	EA	\$ 645.00	24%	\$ 490.20
32009	05	Hex Topper	EA	\$ 116.00	24%	\$ 88.16
32010	05	Crag Climber	EA	\$ 1,901.00	24%	\$ 1,444.76
32018	05	Stego Rail	EA	\$ 617.00	24%	\$ 468.92
32019	05	Stego Rail (Compact)	EA	\$ 385.00	24%	\$ 292.60
32020	05	Ziggy Rail (Compact)	EA	\$ 314.00	24%	\$ 238.64
32021	05	Jungle Vine Link	EA	\$ 2,981.00	24%	\$ 2,265.56
32022	05	Hex Pod Step (1')	EA	\$ 641.00	24%	\$ 487.16
32023	05	Hex Pod Step (2')	EA	\$ 697.00	24%	\$ 529.72
32025	05	Catalyst Slide (Entrance)	EA	\$ 4,267.00	24%	\$ 3,242.92
32026	05	Ergo Climbing Link	EA	\$ 3,837.00	24%	\$ 2,916.12
32028	05	Rock Climber (Right Side)	EA	\$ 2,964.00	24%	\$ 2,252.64
32029	05	Rock Climber (Right 45 Degrees)	EA	\$ 2,964.00	24%	\$ 2,252.64
32030	06	Vessel (2-Way)	EA	\$ 4,012.00	24%	\$ 3,049.12
32031	06	Vessel (3-Way)	EA	\$ 3,833.00	24%	\$ 2,913.08
32032	05	Splitter W/Crag Climber	EA	\$ 4,046.00	24%	\$ 3,074.96
32033	05	Tron Climber (2 Socket @160)	EA	\$ 2,165.00	24%	\$ 1,645.40
32034	05	Tron Climber (Socket @ 90)	EA	\$ 2,165.00	24%	\$ 1,645.40
32035	05	Tron Climber (2 Sockets)	EA	\$ 2,162.00	24%	\$ 1,643.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
32036	05	Crag Climber (3-Way)	EA	\$ 1,929.00	24%	\$ 1,466.04
32037	05	Rock Climber (Left & Right)	EA	\$ 2,997.00	24%	\$ 2,277.72
32039	05	Erratic Link W/Hex Net	EA	\$ 4,720.00	24%	\$ 3,587.20
32041	05	Splitter W/Hex Net Climber	EA	\$ 4,750.00	24%	\$ 3,610.00
32042	05	Bow Frame W/Hex Net (1-Way)	EA	\$ 3,097.00	24%	\$ 2,353.72
32043	05	Bow Frame W/Hex Net (3-Way)	EA	\$ 3,017.00	24%	\$ 2,292.92
32044	05	U-Frame W/Hex Net	EA	\$ 3,269.00	24%	\$ 2,484.44
32045	05	U-Frame W/Hex Net (Left Connection)	EA	\$ 3,096.00	24%	\$ 2,352.96
32046	05	U-Frame W/Hex Net (Right Connection)	EA	\$ 3,485.00	24%	\$ 2,648.60
32047	05	Tron Climber W/Erratic Connection	EA	\$ 2,371.00	24%	\$ 1,801.96
32049	05	The Hive (1-Way)	EA	\$ 7,314.00	24%	\$ 5,558.64
32050	06	Vessel (Freestanding)	EA	\$ 3,946.00	24%	\$ 2,998.96
32051	05	Tron Climber (Freestanding)	EA	\$ 2,054.00	24%	\$ 1,561.04
32052	05	Craig Climber	EA	\$ 1,988.00	24%	\$ 1,510.88
32053	05	Bow Frame W/Nex Net (Freestanding)	EA	\$ 2,700.00	24%	\$ 2,052.00
32054	05	The Hive (Freestanding)	EA	\$ 7,494.00	24%	\$ 5,695.44
32057	05	Helix Tower W/Shad Can2/Cat Slid	EA	\$ 20,358.00	24%	\$ 15,472.08
32058	05	Helix Tower W/Shad Can2/Cat Slide	EA	\$ 22,929.00	24%	\$ 17,426.04
32059	05	Helix Tower W/Shad Can3/Cat Slide	EA	\$ 20,172.00	24%	\$ 15,330.72
32060	05	Helix Tower W/Shad Can & Cat Slide	EA	\$ 22,395.00	24%	\$ 17,020.20
32061	05	Catalyst Slide (Ss)	EA	\$ 7,913.00	24%	\$ 6,013.88
32063	05	Helix Tower W/Shad Can2 & Cat Slid Ss	EA	\$ 23,134.00	24%	\$ 17,581.84
32064	05	Helix Tower W/Shad Can3/Cat Slid Ss	EA	\$ 22,913.00	24%	\$ 17,413.88
32065	05	Trinet (Small)	EA	\$ 10,903.00	24%	\$ 8,286.28
32066	06	Trinet (Medium)	EA	\$ 18,302.00	24%	\$ 13,909.52
32067	05	Trinet (Large) W/Socket	EA	\$ 20,105.00	24%	\$ 15,279.80
32071	05	Trinet (Lg) W/Ps Connect & Socket	EA	\$ 20,367.00	24%	\$ 15,478.92
32072	06	Trinet (Medium) W/Ps Connection	EA	\$ 18,546.00	24%	\$ 14,094.96
32073	05	Trinet (Large)	EA	\$ 19,732.00	24%	\$ 14,996.32
32074	05	Trinet (Lg) W/Ps Connection	EA	\$ 19,970.00	24%	\$ 15,177.20
32075	05	Trinet (Lg) W/Pt Connection	EA	\$ 20,091.00	24%	\$ 15,269.16
32076	06	Trinet (Med) W/Pt Connection	EA	\$ 18,634.00	24%	\$ 14,161.84
32077	05	Trinet (Lg) W/Pt Connect & Socket	EA	\$ 20,090.00	24%	\$ 15,268.40
32089	05	Trinet (Small) W/ Twisted Net	EA	\$ 10,378.00	24%	\$ 7,887.28
32090	06	Trinet (Medium) W/ Twisted Net	EA	\$ 17,893.00	24%	\$ 13,598.68
32091	05	Trinet (Large) W/ Twisted Net	EA	\$ 19,218.00	24%	\$ 14,605.68
32092	05	Trinet (Large) W/ Ps Connection & Twisted Net	EA	\$ 19,334.00	24%	\$ 14,693.84
32093	05	Trinet (Large) W/ Pt Connection & Twisted Net	EA	\$ 19,447.00	24%	\$ 14,779.72
32094	06	Trinet (Medium) W/ Ps Connection & Twisted Net	EA	\$ 18,132.00	24%	\$ 13,780.32
32095	06	Trinet (Medium) W/ Pt Connection & Twisted Net	EA	\$ 18,251.00	24%	\$ 13,870.76
32098	05	Twisted Net	EA	\$ 4,176.00	24%	\$ 3,173.76
32099	05	Trinet (Medium) W/ Twisted Net	EA	\$ 18,012.00	24%	\$ 13,689.12
32102	05	Spinner	EA	\$ 3,521.00	24%	\$ 2,675.96
32103	05	8' Catalyst Spiral	EA	\$ 7,419.00	24%	\$ 5,638.44

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
32104	05	8' Catalyst Slide - ent	EA	\$ 4,278.00	24%	\$ 3,251.28
32105	05	Helix Tower w/Slide 8'	EA	\$ 22,935.00	24%	\$ 17,430.60
32106	05	Helix Tower w/Spiral 8'	EA	\$ 26,261.00	24%	\$ 19,958.36
32107	05	Helix Tower & Slide 2 way	EA	\$ 22,186.00	24%	\$ 16,861.36
32108	05	Helix Tower 2 way /spiral	EA	\$ 25,510.00	24%	\$ 19,387.60
32109	05	Helix Tower & slide 3 way	EA	\$ 22,282.00	24%	\$ 16,934.32
32110	05	Helix Tower 3-way /spiral	EA	\$ 25,804.00	24%	\$ 19,611.04
32111	05	Helix Tower & slide 4 way	EA	\$ 21,105.00	24%	\$ 16,039.80
32112	05	Helix Tower 4 way w/spiral	EA	\$ 24,944.00	24%	\$ 18,957.44
32504	85	Modern City Swing (10' High)	EA	\$ 4,446.00	0%	\$ 4,446.00
32505	70	Modern City Swing AAB (10' High)	EA	\$ 3,412.00	3%	\$ 3,309.64
32506	85	Modern City Swing (8' High)	EA	\$ 4,135.00	0%	\$ 4,135.00
32507	62	Modern City Swing AAB (8' High)	EA	\$ 3,101.00	3%	\$ 3,007.97
36000	05	Bubble Climbing Wall	EA	\$ 2,086.00	24%	\$ 1,585.36
36001	05	Shapes Climbing Wall	EA	\$ 2,095.00	24%	\$ 1,592.20
36002	05	Abc Climbing Wall	EA	\$ 3,050.00	24%	\$ 2,318.00
36003	05	Ladder Climbing Wall	EA	\$ 1,284.00	24%	\$ 975.84
36004	05	Sail Climbing Wall	EA	\$ 1,366.00	24%	\$ 1,038.16
36005	05	Social Discs Wall	EA	\$ 1,664.00	24%	\$ 1,264.64
36006	05	Fun Seat	EA	\$ 1,420.00	24%	\$ 1,079.20
36007	05	Ashiko & Djembe	EA	\$ 1,684.00	24%	\$ 1,279.84
36008	05	Rock Climbing Wall	EA	\$ 2,460.00	24%	\$ 1,869.60
36009	05	Gizmo	EA	\$ 1,105.00	24%	\$ 839.80
36010	05	Triton	EA	\$ 4,201.00	24%	\$ 3,192.76
36011	05	Worm Hole Link	EA	\$ 8,861.00	24%	\$ 6,734.36
36012	05	Web Walk Link	EA	\$ 8,113.00	24%	\$ 6,165.88
36013	05	Rock Wall Link	EA	\$ 2,675.00	24%	\$ 2,033.00
36014	05	Arched Chain Net Link	EA	\$ 1,346.00	24%	\$ 1,022.96
36015	05	Pod Rocker	EA	\$ 951.00	24%	\$ 722.76
36017	05	X-Pod Step (Semi-Circle; Staggered)	EA	\$ 2,150.00	24%	\$ 1,634.00
36018	05	Wide End Balance Beam	EA	\$ 1,453.00	24%	\$ 1,104.28
36019	05	Worm Hole Attachment	EA	\$ 8,803.00	24%	\$ 6,690.28
36020	05	Single Upright Support W/Step	EA	\$ 1,100.00	24%	\$ 836.00
36021	05	2 Way X-Pod Step	EA	\$ 1,266.00	24%	\$ 962.16
36022	05	90 Deg 2 Way X-Pod Step	EA	\$ 1,266.00	24%	\$ 962.16
36023	05	3 Way X-Pod Step	EA	\$ 1,310.00	24%	\$ 995.60
36024	05	90 Deg 3 Way X-Pod Step	EA	\$ 1,310.00	24%	\$ 995.60
36025	05	4 Way X-Pod Step	EA	\$ 1,390.00	24%	\$ 1,056.40
36026	05	Single Upright Support	EA	\$ 510.00	24%	\$ 387.60
36027	05	2 Way Upright Support Link	EA	\$ 1,259.00	24%	\$ 956.84
36028	05	Single Link Cross Beam	EA	\$ 171.00	24%	\$ 129.96
36029	05	Double Link Cross Beam	EA	\$ 214.00	24%	\$ 162.64
36030	05	Single Link Cross Beam Powerscape Plus	EA	\$ 195.00	24%	\$ 148.20
36031	05	Single Link Cross Beam Primetime 36	EA	\$ 181.00	24%	\$ 137.56

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
36032	05	Gathering Pod	EA	\$ 912.00	24%	\$ 693.12
36033	06	Bongos	EA	\$ 425.00	24%	\$ 323.00
36034	06	Toddle Rocker	EA	\$ 1,060.00	24%	\$ 805.60
36035	05	Centrix (2-5 And 5-12)	EA	\$ 840.00	24%	\$ 638.40
36036	05	Triton Support Rung	EA	\$ 255.00	24%	\$ 193.80
36037	05	Triton Support Rung With Tab	EA	\$ 291.00	24%	\$ 221.16
36038	05	3 Way X-Pod Step W/ Umbrella Canopy	EA	\$ 9,869.00	24%	\$ 7,500.44
36039	05	4 Way X-Pod Step W/ Umbrella Canopy	EA	\$ 9,967.00	24%	\$ 7,574.92
36040	05	90° 3Way Xpod Step W/Umbrella Canopy	EA	\$ 9,869.00	24%	\$ 7,500.44
36041	06	3' Xscape Zip Slide With Hdpe Insert	EA	\$ 4,990.00	24%	\$ 3,792.40
36042	06	3' Xscape Curved Zip Sl W/Hdpe Insert	EA	\$ 5,178.00	24%	\$ 3,935.28
36043	06	4' Xscape Zip Slide With Hdpe Insert	EA	\$ 5,433.00	24%	\$ 4,129.08
36044	06	5' Xscapezip Slide With Hdpe Insert	EA	\$ 5,903.00	24%	\$ 4,486.28
36045	06	3' Xscape Zip Slide	EA	\$ 4,656.00	24%	\$ 3,538.56
36046	06	3' Xscape Curved Zip Slide	EA	\$ 4,857.00	24%	\$ 3,691.32
36047	06	4' Xscape Zip Slide	EA	\$ 5,101.00	24%	\$ 3,876.76
36048	06	5' Xscape Zip Slide	EA	\$ 5,594.00	24%	\$ 4,251.44
36049	06	3' Xscape Ss Slide With Hdpe Insert	EA	\$ 5,928.00	24%	\$ 4,505.28
36050	06	4' Xscape Ss Slide With Hdpe Insert	EA	\$ 6,327.00	24%	\$ 4,808.52
36051	06	5' Xscape Ss Slide With Hdpe Insert	EA	\$ 7,121.00	24%	\$ 5,411.96
36052	06	3' Xscape Stainless Steel Slide	EA	\$ 5,196.00	24%	\$ 3,948.96
36053	06	4' Xscapestainless Steel Slide	EA	\$ 5,892.00	24%	\$ 4,477.92
36054	06	5' Xscape Stainless Steel Slide	EA	\$ 6,655.00	24%	\$ 5,057.80
36055	05	Circuit Balance	EA	\$ 4,295.00	24%	\$ 3,264.20
36056	70	Ada Xscape Swing	EA	\$ 1,368.00	3%	\$ 1,326.96
36057	70	Ada Xscape Swing Add A Bay	EA	\$ 817.00	3%	\$ 792.49
36058	15	Dramatic Play House Beige/Green Roof	EA	\$ 11,543.00	16%	\$ 9,696.12
36059	15	Nature Discovery Play House	EA	\$ 13,263.00	16%	\$ 11,140.92
36061	05	Web Walk Attachment	EA	\$ 8,527.00	24%	\$ 6,480.52
36063	05	Narrow End Balance Beam	EA	\$ 1,473.00	24%	\$ 1,119.48
36064	06	Bongos	EA	\$ 599.00	24%	\$ 455.24
36065	05	Single Link Cross Beam Primetime 45.5	EA	\$ 198.00	24%	\$ 150.48
36066	05	Therapeutic Rings Link	EA	\$ 1,848.00	24%	\$ 1,404.48
36067	05	Therapeutic Rings Attachment	EA	\$ 1,787.00	24%	\$ 1,358.12
36068	05	Grip Rail Link	EA	\$ 1,508.00	24%	\$ 1,146.08
36069	05	Grip Rail Attachment	EA	\$ 1,444.00	24%	\$ 1,097.44
36070	05	Cruise Rails	EA	\$ 1,047.00	24%	\$ 795.72
36071	48	Belt Seat Package	EA	\$ 273.00	6%	\$ 256.62
36072	48	Enclosed Tot Seat Package	EA	\$ 340.00	6%	\$ 319.60
36073	48	Zero G Chair W/ Yellow Brace Package	EA	\$ 594.00	6%	\$ 558.36
36074	05	Stratus Lo	EA	\$ 2,730.00	24%	\$ 2,074.80
36075	05	Stratus Hi	EA	\$ 2,730.00	24%	\$ 2,074.80
36076	05	Stratus Climber	EA	\$ 2,937.00	24%	\$ 2,232.12
36078	48	Zero G Chair W/ Beige Brace Package	EA	\$ 594.00	6%	\$ 558.36

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
36081	05	Free Standing Wormhole	EA	\$ 9,254.00	24%	\$ 7,033.04
36082	05	Free Standing X-Pod Step	EA	\$ 765.00	24%	\$ 581.40
36083	05	Free Standing Web Walk	EA	\$ 8,464.00	24%	\$ 6,432.64
36098	70	Xscape Swing 3 1/2" X 7'	EA	\$ 1,368.00	3%	\$ 1,326.96
36099	70	Xscape Swing Add A Bay 3 1/2" X 7'	EA	\$ 817.00	3%	\$ 792.49
38000	15	The Dragonfly	EA	\$ 5,102.00	16%	\$ 4,285.68
38001	15	Inclined Web Crawler	EA	\$ 8,427.00	16%	\$ 7,078.68
38002	15	The Spider	EA	\$ 8,632.00	16%	\$ 7,250.88
38003	15	Butterfly Net	EA	\$ 14,306.00	16%	\$ 12,017.04
38004	15	Frog Climber	EA	\$ 12,691.00	16%	\$ 10,660.44
38007	15	Honeycomb (3 Cell)	EA	\$ 3,644.00	16%	\$ 3,060.96
38008	15	Honeycomb (6 Cell)	EA	\$ 7,283.00	16%	\$ 6,117.72
38009	15	Spinning Leaf Seat (Straight)	EA	\$ 744.00	16%	\$ 624.96
38010	15	Vine Climber Low	EA	\$ 1,685.00	16%	\$ 1,415.40
38011	15	Vine Climber High	EA	\$ 3,040.00	16%	\$ 2,553.60
38012	15	Spinning Mushroom (Red)	EA	\$ 5,306.00	16%	\$ 4,457.04
38013	15	Spinning Mushroom (Green)	EA	\$ 5,306.00	16%	\$ 4,457.04
38014	15	Spinning Mushroom (Brown)	EA	\$ 5,306.00	16%	\$ 4,457.04
38019	15	Small Tree	EA	\$ 2,613.00	16%	\$ 2,194.92
38020	15	Rockin Robin	EA	\$ 3,330.00	16%	\$ 2,797.20
38021	49	Butterflies Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38022	49	Ants Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38023	52	Bees Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38024	49	Pond Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38025	42	Tree Dwellers Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38026	49	Spiders Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38027	49	Welcome Sign	EA	\$ 960.00	16%	\$ 806.40
38028	52	Way Find Sign	EA	\$ 171.00	16%	\$ 143.64
38029	15	Turtle Spinner	EA	\$ 726.00	16%	\$ 609.84
38030	15	Spider Spinner (Straight)	EA	\$ 743.00	16%	\$ 624.12
38031	15	Large Tree	EA	\$ 2,931.00	16%	\$ 2,462.04
38043	15	Nature Bench	EA	\$ 1,620.00	16%	\$ 1,360.80
38044	15	Caterpillar	EA	\$ 8,781.00	16%	\$ 7,376.04
38045	15	Chrysalis Spinner	EA	\$ 4,278.00	16%	\$ 3,593.52
38049	49	Trees Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38050	49	Leaves Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38051	49	Mushrooms Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38052	52	Animal Trackers - River	EA	\$ 2,222.00	16%	\$ 1,866.48
38053	49	Animal Trackers - Forest	EA	\$ 2,010.00	16%	\$ 1,688.40
38054	15	Nature Bike Rack	EA	\$ 375.00	16%	\$ 315.00
38055	15	Spinning Leaf Seat (Tilted)	EA	\$ 744.00	16%	\$ 624.96
38056	15	Spider Spinner (Tilted)	EA	\$ 743.00	16%	\$ 624.12
38059	49	Bird Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38060	49	Habitats Fun Facts	EA	\$ 960.00	16%	\$ 806.40

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
38062	49	Rocks Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38063	52	Bugs Fun Facts	EA	\$ 960.00	16%	\$ 806.40
38064	52	Custom Trail Map Sign	EA	\$ 1,626.00	16%	\$ 1,365.84
38065	15	Large Nature Bike Rack	EA	\$ 492.00	16%	\$ 413.28
38066	52	Sounds Of Water Panel	EA	\$ 2,338.00	16%	\$ 1,963.92
38100	52	Ant Hill	EA	\$ 10,124.00	16%	\$ 8,504.16
38101	51	Ant On Leaf	EA	\$ 3,596.00	3%	\$ 3,488.12
38103	54	Fossil Find Sand Table	EA	\$ 4,501.00	9%	\$ 4,095.91
38104	54	Ant Stepping Stones	EA	\$ 123.00	9%	\$ 111.93
38106	52	Bee On Flower	EA	\$ 5,006.00	16%	\$ 4,205.04
38108	54	Bee Stepping Stones	EA	\$ 126.00	9%	\$ 114.66
38109	51	Large Mushroom Red	EA	\$ 613.00	3%	\$ 594.61
38110	51	Small Mushroom Red	EA	\$ 535.00	3%	\$ 518.95
38111	48	Tree Stump	EA	\$ 643.00	6%	\$ 604.42
38112	52	Log Crawl Thru	EA	\$ 5,748.00	16%	\$ 4,828.32
38113	52	Talking Stump	EA	\$ 1,962.00	16%	\$ 1,648.08
38114	54	Spider Stepping Stones	EA	\$ 123.00	9%	\$ 111.93
38115	48	Tree Swing	EA	\$ 6,723.00	6%	\$ 6,319.62
38205	15	Whirlin' Robin	EA	\$ 4,185.00	16%	\$ 3,515.40
38206	52	Ant With Legs (Inground)	EA	\$ 3,072.00	16%	\$ 2,580.48
38207	52	Ant With Legs (Surface Mount)	EA	\$ 2,549.00	16%	\$ 2,141.16
38208	15	Cattail Spinner	EA	\$ 2,467.00	16%	\$ 2,072.28
38209	49	Pond Life Trash Receptacle	EA	\$ 1,132.00	16%	\$ 950.88
38210	49	Leaf Trash Receptacle	EA	\$ 1,101.00	16%	\$ 924.84
38211	49	Bug Trash Receptacle	EA	\$ 1,109.00	16%	\$ 931.56
38212	54	Pond Bench	EA	\$ 803.00	9%	\$ 730.73
38213	54	Leaf Bench	EA	\$ 798.00	9%	\$ 726.18
38214	54	Bug Bench	EA	\$ 798.00	9%	\$ 726.18
38215	52	Bee With Legs (Inground)	EA	\$ 3,072.00	16%	\$ 2,580.48
38216	52	Bee With Legs (Surface Mount)	EA	\$ 2,549.00	16%	\$ 2,141.16
38217	15	Flower Talk Tube Ground Level 2-5	EA	\$ 617.00	16%	\$ 518.28
38218	51	Small Brown Mushroom	EA	\$ 535.00	3%	\$ 518.95
38219	51	Large Mushroom Brown	EA	\$ 613.00	3%	\$ 594.61
38220	51	Flower Yellow Petals	EA	\$ 535.00	3%	\$ 518.95
38221	51	Flower Blue Petals	EA	\$ 535.00	3%	\$ 518.95
38222	51	Flower Red Petals	EA	\$ 535.00	3%	\$ 518.95
38223	54	Tree Stump Table	EA	\$ 736.00	9%	\$ 669.76
38224	15	Clown Fish	EA	\$ 4,241.00	16%	\$ 3,562.44
38225	52	Hopper Rock	EA	\$ 833.00	16%	\$ 699.72
38226	49	Dome Boulder	EA	\$ 2,951.00	16%	\$ 2,478.84
38227	49	Square Boulder	EA	\$ 3,339.00	16%	\$ 2,804.76
38228	49	Plateau Boulder	EA	\$ 3,208.00	16%	\$ 2,694.72
38229	42	Pinnacle Boulder	EA	\$ 4,703.00	16%	\$ 3,950.52
38230	54	Log Balance Beam	EA	\$ 2,370.00	9%	\$ 2,156.70

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
38231	48	Split Log Bench	EA	\$ 2,138.00	6%	\$ 2,009.72
38232	46	Story Teller'S Chair	EA	\$ 2,656.00	16%	\$ 2,231.04
38233	54	Forked Balance Beam	EA	\$ 3,408.00	9%	\$ 3,101.28
39000	15	Tot'S Bongos	EA	\$ 481.00	16%	\$ 404.04
39001	15	Tot'S Toddle Rocker	EA	\$ 977.00	16%	\$ 820.68
39002	15	Tot'S Crawl Tube	EA	\$ 958.00	16%	\$ 804.72
39003	15	Tot'S 4-Way Crawl Tube	EA	\$ 2,065.00	16%	\$ 1,734.60
39004	15	Nature Discovery Table	EA	\$ 957.00	16%	\$ 803.88
39005	46	Tot'S Thunderring	EA	\$ 332.00	16%	\$ 278.88
39006	15	Babble Flower	EA	\$ 524.00	16%	\$ 440.16
39007	35	Garden Planter	EA	\$ 564.00	16%	\$ 473.76
39008	15	Tot'S Gizmos	EA	\$ 1,360.00	16%	\$ 1,142.40
39009	15	Tot'S Lo Stratus Climber	EA	\$ 2,624.00	16%	\$ 2,204.16
39010	15	Tot'S Hi Stratus Climber	EA	\$ 2,624.00	16%	\$ 2,204.16
39011	52	Tot'S Stock Car	EA	\$ 1,268.00	16%	\$ 1,065.12
39012	15	Tot'S Leaf	EA	\$ 358.00	16%	\$ 300.72
39013	15	Tot'S Turtle	EA	\$ 374.00	16%	\$ 314.16
39014	15	Tot'S Spider	EA	\$ 420.00	16%	\$ 352.80
39015	35	Small Conifer	EA	\$ 1,352.00	16%	\$ 1,135.68
39016	35	Medium Conifer	EA	\$ 2,245.00	16%	\$ 1,885.80
39017	35	Large Conifer	EA	\$ 3,138.00	16%	\$ 2,635.92
39018	15	Tot'S Gathering Pod	EA	\$ 936.00	16%	\$ 786.24
80000	05	49" Sq Punched Steel Deck	EA	\$ 1,222.00	24%	\$ 928.72
80001	05	49"Tri Punched Steel Deck	EA	\$ 724.00	24%	\$ 550.24
80010	05	3' Upright Assmby(Alum)	EA	\$ 161.00	24%	\$ 122.36
80011	05	4' Upright Assembly(Alum)	EA	\$ 199.00	24%	\$ 151.24
80012	05	5' Upright Assembly (Alum)	EA	\$ 237.00	24%	\$ 180.12
80013	05	6' Upright Assembly (Alum)	EA	\$ 276.00	24%	\$ 209.76
80014	05	7' Upright Assembly (Alum)	EA	\$ 314.00	24%	\$ 238.64
80015	05	8' Upright Assembly (Alum)	EA	\$ 351.00	24%	\$ 266.76
80016	05	9' Upright Assembly (Alum)	EA	\$ 389.00	24%	\$ 295.64
80017	05	10' Upright Assembly (Alum)	EA	\$ 427.00	24%	\$ 324.52
80018	05	11' Upright Assembly (Alum)	EA	\$ 465.00	24%	\$ 353.40
80019	05	12' Upright Assembly (Alum)	EA	\$ 504.00	24%	\$ 383.04
80020	05	13' Upright Assembly (Alum)	EA	\$ 541.00	24%	\$ 411.16
80021	05	14' Upright Assembly (Alum)	EA	\$ 580.00	24%	\$ 440.80
80022	05	15' Upright Assembly (Alum)	EA	\$ 617.00	24%	\$ 468.92
80024	06	Plastic Square Deck Cedar	EA	\$ 1,809.00	24%	\$ 1,374.84
80025	05	Plastic Tri Deck Cedar	EA	\$ 1,484.00	24%	\$ 1,127.84
80076	05	Deck Flat Cap Pkg	EA	\$ 67.00	24%	\$ 50.92
80077	05	P/S + Maintenance Kit	EA	\$ 249.00	24%	\$ 189.24
80078	05	6"Stepped Platform	EA	\$ 1,506.00	24%	\$ 1,144.56
80082	05	Slide Transfer	EA	\$ 1,439.00	24%	\$ 1,093.64
80100	05	Noodle Top	EA	\$ 362.00	24%	\$ 275.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
80109	05	Perf Metal Peaked Roof	EA	\$ 4,158.00	24%	\$ 3,160.08
80110	05	Recycled Slat Peaked Roof	EA	\$ 3,827.00	24%	\$ 2,908.52
80116	05	Dome Roof	EA	\$ 977.00	24%	\$ 742.52
80166	05	Roof Ext 24" W/Insert	EA	\$ 167.00	24%	\$ 126.92
80167	05	Roof Ext 24" W/Rivet	EA	\$ 141.00	24%	\$ 107.16
80168	05	Roof Ext 36" W/Rivet	EA	\$ 186.00	24%	\$ 141.36
80174	18	20' Sunblox Sail Roof	EA	\$ 14,340.00	24%	\$ 10,898.40
80176	06	14' Sunblox Sail Roof	EA	\$ 12,181.00	24%	\$ 9,257.56
80180	05	Sail Roof	EA	\$ 480.00	24%	\$ 364.80
80183	06	Sail Roof Extensions	EA	\$ 174.00	24%	\$ 132.24
80187	05	Shingle Roof	EA	\$ 1,362.00	24%	\$ 1,035.12
80188	05	Slate Roof	EA	\$ 1,362.00	24%	\$ 1,035.12
80189	05	Timber Decor Square Peak Roof	EA	\$ 5,663.00	24%	\$ 4,303.88
80191	05	Timber Decor Hexag Peak Roof	EA	\$ 8,359.00	24%	\$ 6,352.84
80192	18	Sunblox Umbrella Canopy	EA	\$ 5,780.00	24%	\$ 4,392.80
80193	10	Sunblox Square Canopy	EA	\$ 9,306.00	24%	\$ 7,072.56
80194	10	Sunblox Hex Canopy	EA	\$ 13,358.00	24%	\$ 10,152.08
80195	05	Leaf Topper	EA	\$ 359.00	24%	\$ 272.84
80196	05	Double Leaf Topper	EA	\$ 715.00	24%	\$ 543.40
80198	05	Conifer Post Topper	EA	\$ 434.00	24%	\$ 329.84
80199	05	Leaf Topper Extension	EA	\$ 327.00	24%	\$ 248.52
80200	05	Double Leaf Topper Extension	EA	\$ 350.00	24%	\$ 266.00
80202	06	Tin Roof Cross Gable	EA	\$ 3,149.00	24%	\$ 2,393.24
80203	06	Tin Roof Gable	EA	\$ 2,390.00	24%	\$ 1,816.40
80204	05	Tin Roof End Gable	EA	\$ 1,627.00	24%	\$ 1,236.52
80205	05	Tin Roof Gable Filler	EA	\$ 1,124.00	24%	\$ 854.24
80206	05	Tin Roof Hex	EA	\$ 4,345.00	24%	\$ 3,302.20
80208	06	Tin Roof 4 Wide Tri	EA	\$ 3,941.00	24%	\$ 2,995.16
80210	05	Tin Roof 4 Square	EA	\$ 7,195.00	24%	\$ 5,468.20
80426	05	6'Cosmix Climber, Kidcourse	EA	\$ 1,327.00	24%	\$ 1,008.52
80427	15	8'Cosmix Climber, Kidcourse	EA	\$ 1,326.00	16%	\$ 1,113.84
80430	05	Sky Bridge Hanging Beam	EA	\$ 5,336.00	24%	\$ 4,055.36
80433	05	Side Stepper-Dbl Up	EA	\$ 996.00	24%	\$ 756.96
80434	05	Side Stepper Dbl Down	EA	\$ 996.00	24%	\$ 756.96
80465	05	Spider Web	EA	\$ 3,152.00	24%	\$ 2,395.52
80468	05	Web Wall	EA	\$ 2,117.00	24%	\$ 1,608.92
80471	06	Spider Web	EA	\$ 3,014.00	24%	\$ 2,290.64
80473	15	Spider Web, Freestanding	EA	\$ 3,960.00	16%	\$ 3,326.40
80476	15	Web Wall, Freestanding	EA	\$ 2,830.00	16%	\$ 2,377.20
80601	05	1'-6"Entrance Barrier	EA	\$ 397.00	24%	\$ 301.72
80602	05	2'-0"Entrance Barrier	EA	\$ 424.00	24%	\$ 322.24
80603	05	2'-6"Entrance Barrier	EA	\$ 451.00	24%	\$ 342.76
80604	05	3'-0"Entrance Barrier	EA	\$ 479.00	24%	\$ 364.04
80605	05	3'-6"Entrance Barrier	EA	\$ 508.00	24%	\$ 386.08

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
80612	05	Deck Curb	EA	\$ 173.00	24%	\$ 131.48
80627	05	Vertical Climber	EA	\$ 460.00	24%	\$ 349.60
80656	05	Access Attachment 3'& 4'	EA	\$ 654.00	24%	\$ 497.04
80657	05	Access Attachment 5'	EA	\$ 682.00	24%	\$ 518.32
80685	05	Accessible Trans Step Pkg	EA	\$ 1,215.00	24%	\$ 923.40
80686	05	Handhold/Kickplate Pkg	EA	\$ 560.00	24%	\$ 425.60
80687	05	Handhold/Kick Plate Pkg	EA	\$ 404.00	24%	\$ 307.04
80688	05	2' Tri Transfer Platform	EA	\$ 1,984.00	24%	\$ 1,507.84
80689	05	Handhold Package	EA	\$ 174.00	24%	\$ 132.24
80690	05	6" Accessible Step	EA	\$ 1,031.00	24%	\$ 783.56
80691	05	90 Deg Caterpillar Attach	EA	\$ 2,238.00	24%	\$ 1,700.88
80692	05	Inchworm Climber Attach	EA	\$ 2,201.00	24%	\$ 1,672.76
80699	05	Spiral Stairs	EA	\$ 3,472.00	24%	\$ 2,638.72
80703	05	2'Crawl Tube W/Spy Holes	EA	\$ 1,366.00	24%	\$ 1,038.16
80704	05	90 Deg Crawl Tube W/Spy	EA	\$ 1,564.00	24%	\$ 1,188.64
80709	05	180 Deg Crawl Tube	EA	\$ 2,438.00	24%	\$ 1,852.88
80710	05	4' Clear Crawl Tube	EA	\$ 2,980.00	24%	\$ 2,264.80
80711	05	8' Clear Crawl Tube	EA	\$ 5,161.00	24%	\$ 3,922.36
80719	05	Big Dipper Crawl Tube	EA	\$ 2,158.00	24%	\$ 1,640.08
80729	05	12"Stepped Platform	EA	\$ 1,650.00	24%	\$ 1,254.00
80820	05	Balustrade Encl	EA	\$ 1,190.00	24%	\$ 904.40
80833	05	Round Mirror Panel Encl	EA	\$ 1,433.00	24%	\$ 1,089.08
80835	05	Zoo Panel Encl	EA	\$ 972.00	24%	\$ 738.72
80881	05	Thespian Theater Panel	EA	\$ 2,108.00	24%	\$ 1,602.08
80924	05	Double Seat	EA	\$ 675.00	24%	\$ 513.00
80925	05	Leaning Rail	EA	\$ 266.00	24%	\$ 202.16
80930	05	Gizmo Panel - 5 Gizmos	EA	\$ 665.00	24%	\$ 505.40
80931	05	Single Gizmo Panel	EA	\$ 310.00	24%	\$ 235.60
80932	05	Gizmo Panel Ada - 3 Gizmos Bel Dk	EA	\$ 538.00	24%	\$ 408.88
80936	05	Choo Choo Panel	EA	\$ 990.00	24%	\$ 752.40
80942	05	Crawl-Thru Panel	EA	\$ 510.00	24%	\$ 387.60
80968	05	Schooner Sail	EA	\$ 1,166.00	24%	\$ 886.16
80969	06	Schooner Sail & Crows Nest	EA	\$ 1,454.00	24%	\$ 1,105.04
80970	05	Schooner Bow	EA	\$ 3,431.00	24%	\$ 2,607.56
80986	06	Car Half Panel	EA	\$ 2,631.00	24%	\$ 1,999.56
80987	05	Truck Half Panel	EA	\$ 3,284.00	24%	\$ 2,495.84
80988	05	Train Half Panel	EA	\$ 3,284.00	24%	\$ 2,495.84
80989	06	Farm Animals Half Panel	EA	\$ 2,630.00	24%	\$ 1,998.80
81121	05	Sky Bridge	EA	\$ 9,198.00	24%	\$ 6,990.48
81468	05	Shoriz Ladder Link	EA	\$ 797.00	24%	\$ 605.72
81473	05	Horiz Ladder Link 98"	EA	\$ 752.00	24%	\$ 571.52
81478	05	Horiz Ladder Link 147"	EA	\$ 946.00	24%	\$ 718.96
81483	06	90 Deg Loop Ladder Link	EA	\$ 876.00	24%	\$ 665.76
81488	05	Shoriz Loop Lad Link 98	EA	\$ 862.00	24%	\$ 655.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
81493	05	Rev 'S' Loop Ladder Link 98"	EA	\$ 898.00	24%	\$ 682.48
81497	05	3'-0"Loop Climb Att Rev	EA	\$ 3,060.00	24%	\$ 2,325.60
81499	06	2'-6"/3'-0"Loop Climber Rev	EA	\$ 2,511.00	24%	\$ 1,908.36
81510	05	Horiz Loop Lad Link 98"Lk	EA	\$ 826.00	24%	\$ 627.76
81515	05	Horiz Loop Lad Link 147"	EA	\$ 1,042.00	24%	\$ 791.92
81520	05	Horizontal Rail Link 98"	EA	\$ 611.00	24%	\$ 464.36
81525	05	Horizontal Rail Link 147"	EA	\$ 781.00	24%	\$ 593.56
81530	05	Overhead Tree Climber Lnk	EA	\$ 754.00	24%	\$ 573.04
81535	05	Skywheel Link	EA	\$ 1,985.00	24%	\$ 1,508.60
81540	05	Swing-N-Sway Link	EA	\$ 1,482.00	24%	\$ 1,126.32
81550	06	3'-0"90Deg Trapeze Ring	EA	\$ 1,361.00	24%	\$ 1,034.36
81555	05	Single Trapeze Link 98"	EA	\$ 1,277.00	24%	\$ 970.52
81560	05	Double Trapeze Link 98"	EA	\$ 2,125.00	24%	\$ 1,615.00
81565	05	S Trapeze Ladder Link	EA	\$ 1,679.00	24%	\$ 1,276.04
81574	18	Criss-Cross Loop Ladder	EA	\$ 2,284.00	24%	\$ 1,735.84
81583	05	Sgl Sky Bridge Loop Climb	EA	\$ 831.00	24%	\$ 631.56
81584	05	Sgl Sky Bridge Trapeze	EA	\$ 1,481.00	24%	\$ 1,125.56
81587	05	Skywheel Attachment	EA	\$ 1,317.00	24%	\$ 1,000.92
81593	06	Ladder Loop Link	EA	\$ 1,434.00	24%	\$ 1,089.84
81598	70	Powerscape Swing 5" X 8'	EA	\$ 2,000.00	3%	\$ 1,940.00
81599	70	Powerscape Swing Add A Bay 5" X 8'	EA	\$ 1,202.00	3%	\$ 1,165.94
81600	70	Standard Two-Place Swing (10' High)	EA	\$ 2,145.00	3%	\$ 2,080.65
81601	70	Std Two-Place Swing AAB (10' High)	EA	\$ 1,287.00	3%	\$ 1,248.39
81602	70	Combo Two-Piece Swing (10' High)	EA	\$ 2,346.00	3%	\$ 2,275.62
81603	70	Combo Two-Piece Swing (10' High)-Center	EA	\$ 2,508.00	3%	\$ 2,432.76
81651	05	Dip Station	EA	\$ 531.00	24%	\$ 403.56
81656	05	1-Level Chin Bar	EA	\$ 179.00	24%	\$ 136.04
81657	05	2-Level Chin Bar	EA	\$ 359.00	24%	\$ 272.84
81658	05	3-Level Chin Bar	EA	\$ 538.00	24%	\$ 408.88
81660	05	Track Ride 3-Deck Span	EA	\$ 2,549.00	24%	\$ 1,937.24
81664	05	Single Thunderring	EA	\$ 336.00	24%	\$ 255.36
81665	05	Seat And Table For Two	EA	\$ 1,180.00	24%	\$ 896.80
81666	05	Fun Seat	EA	\$ 308.00	24%	\$ 234.08
81667	05	Ship'S Wheel	EA	\$ 607.00	24%	\$ 461.32
81668	05	Nature Discovery Table	EA	\$ 1,675.00	24%	\$ 1,273.00
81669	05	Hand Cyler	EA	\$ 751.00	24%	\$ 570.76
81670	05	Crunch Bar	EA	\$ 100.00	24%	\$ 76.00
81671	05	2-5 Age Appropriate Sign	EA	\$ 167.00	24%	\$ 126.92
81672	05	5-12 Age Appropriate Sign	EA	\$ 158.00	24%	\$ 120.08
81675	06	6"-2'-0"Talk Tube	EA	\$ 510.00	24%	\$ 387.60
81676	05	2'-6"-3'-6"Talk Tube	EA	\$ 743.00	24%	\$ 564.68
81677	05	4'-0"-5'-0"Talk Tube	EA	\$ 800.00	24%	\$ 608.00
81678	05	5'-6"-7'-6"Talk Tube	EA	\$ 859.00	24%	\$ 652.84
81680	05	Single Seat	EA	\$ 324.00	24%	\$ 246.24

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
81681	05	Turning Bar	EA	\$ 223.00	24%	\$ 169.48
81684	05	Telescope Upright Attachment	EA	\$ 830.00	24%	\$ 630.80
81686	05	Locomotive	EA	\$ 13,490.00	24%	\$ 10,252.40
81687	05	High Whistle	EA	\$ 560.00	24%	\$ 425.60
81688	05	Therapeutic Rings Attch	EA	\$ 466.00	24%	\$ 354.16
81690	05	Upper Body Trainer	EA	\$ 2,105.00	24%	\$ 1,599.80
81691	05	Single Steering Wheel	EA	\$ 279.00	24%	\$ 212.04
81694	05	Panel Attachment Package	EA	\$ 0.01	0%	\$ 0.01
81695	05	Train Whistle	EA	\$ 562.00	24%	\$ 427.12
81696	05	Crunch Bar (Ps 2-5)	EA	\$ 100.00	24%	\$ 76.00
81697	05	Ss Cargo Net Wall	EA	\$ 1,154.00	24%	\$ 877.04
81698	05	Ss Double Cargo Net Wall	EA	\$ 2,111.00	24%	\$ 1,604.36
81699	05	Bongos	EA	\$ 233.00	24%	\$ 177.08
81700	05	Megahorn	EA	\$ 233.00	24%	\$ 177.08
81701	15	Upper Body Trainer F/S	EA	\$ 3,541.00	16%	\$ 2,974.44
81733	15	F5 Slide W/Out Arch F/S	EA	\$ 7,366.00	16%	\$ 6,187.44
81736	15	Track Ride 3-Deck F/S	EA	\$ 4,217.00	16%	\$ 3,542.28
81737	15	Track Ride 4-Deck F/S	EA	\$ 4,276.00	16%	\$ 3,591.84
81738	15	8' Zip Slide F/S	EA	\$ 7,533.00	16%	\$ 6,327.72
81743	05	Log Roll	EA	\$ 997.00	24%	\$ 757.72
81744	15	7' Double Wave Zip Slide F/S	EA	\$ 8,095.00	16%	\$ 6,799.80
81746	15	Ss Cargo Net Wall, Double, F/S	EA	\$ 2,975.00	16%	\$ 2,499.00
81748	15	Beat Club	EA	\$ 2,206.00	16%	\$ 1,853.04
81749	15	Drum Circle	EA	\$ 10,132.00	16%	\$ 8,510.88
81750	48	5" Zero-G Chair (5-12)-Galv Chain	EA	\$ 520.00	6%	\$ 488.80
81751	70	Single Post Swing, Two Bay	EA	\$ 1,838.00	3%	\$ 1,782.86
81752	48	5" Zero-G Chair (2-5)-Galv Chain	EA	\$ 505.00	6%	\$ 474.70
81754	15	Music Time	EA	\$ 1,561.00	16%	\$ 1,311.24
81757	48	5" Zero-G Chair (5-12)-Galv Chain	EA	\$ 520.00	6%	\$ 488.80
81758	48	5" Zero-G Chair (2-5)-Galv Chain	EA	\$ 505.00	6%	\$ 474.70
81766	05	Leaf Seat	EA	\$ 346.00	24%	\$ 262.96
81768	05	Talk Tube Ground Lvl Freestand Ps 2-5	EA	\$ 506.00	24%	\$ 384.56
81769	05	Talk Tube Ground Level Attach 2-5	EA	\$ 486.00	24%	\$ 369.36
90002	05	Diamond Web Link	EA	\$ 5,727.00	24%	\$ 4,352.52
90003	05	Wide Triangle Deck	EA	\$ 953.00	24%	\$ 724.28
90004	05	Two Piece Hex Deck	EA	\$ 3,348.00	24%	\$ 2,544.48
90005	05	Two Piece Hex Deck, Ada Ramp Access	EA	\$ 3,414.00	24%	\$ 2,594.64
90006	05	Trapezoid Deck	EA	\$ 1,686.00	24%	\$ 1,281.36
90011	05	Flower Talk Tube 0'6" - 2'0" (2 - 12)	EA	\$ 779.00	24%	\$ 592.04
90012	05	Flower Talk Tube 2'6" - 4'0" (2 - 12)	EA	\$ 812.00	24%	\$ 617.12
90013	05	Flower Talk Tube 4'6" - 6'0" (2 - 12)	EA	\$ 903.00	24%	\$ 686.28
90014	05	Wide Deck Archway W/ Guardrail	EA	\$ 607.00	24%	\$ 461.32
90015	05	Wide Deck Archway W/ Barrier	EA	\$ 748.00	24%	\$ 568.48
90016	05	Wide Deck Arch W/Socket & Guardrail	EA	\$ 658.00	24%	\$ 500.08

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90017	05	Wide Deck Archway W/ Socket & Barrier	EA	\$ 829.00	24%	\$ 630.04
90018	06	Archway W/ Guardrail	EA	\$ 345.00	24%	\$ 262.20
90019	05	Archway W/ Barrier	EA	\$ 538.00	24%	\$ 408.88
90020	05	1'-0" Transfer System W/ Barrier	EA	\$ 1,909.00	24%	\$ 1,450.84
90021	05	2'-0" Transfer System W/ Barrier	EA	\$ 2,297.00	24%	\$ 1,745.72
90022	05	2'-6" Transfer System W/ Barrier	EA	\$ 3,175.00	24%	\$ 2,413.00
90023	05	3'-0" Transfer System W/ Barrier	EA	\$ 3,366.00	24%	\$ 2,558.16
90024	05	4'-0" Transfer System W/ Barrier	EA	\$ 4,413.00	24%	\$ 3,353.88
90025	05	1'-0" Transfer System W/ Guardrail	EA	\$ 1,643.00	24%	\$ 1,248.68
90026	05	2'-0" Transfer System W/ Guardrail	EA	\$ 2,021.00	24%	\$ 1,535.96
90027	05	2'-6" Transfer System W/ Guardrail	EA	\$ 2,540.00	24%	\$ 1,930.40
90028	05	3'-0" Transfer System W/ Guardrail	EA	\$ 2,817.00	24%	\$ 2,140.92
90029	05	3' Transfer Platform W/Barrier	EA	\$ 3,619.00	24%	\$ 2,750.44
90030	05	4' Transfer Platform W/Barrier	EA	\$ 4,370.00	24%	\$ 3,321.20
90031	05	5' Transfer Platform W/Barrier	EA	\$ 5,540.00	24%	\$ 4,210.40
90032	05	3' Transfer Platform W/Guardrail	EA	\$ 2,646.00	24%	\$ 2,010.96
90033	05	4' Transfer Platform W/Guardrail	EA	\$ 3,310.00	24%	\$ 2,515.60
90034	05	3' Arch Climber	EA	\$ 639.00	24%	\$ 485.64
90035	05	4' Arch Climber	EA	\$ 695.00	24%	\$ 528.20
90036	05	5' Arch Climber	EA	\$ 756.00	24%	\$ 574.56
90041	06	3' & 3'-6" Bubble Climber	EA	\$ 461.00	24%	\$ 350.36
90042	06	4' Bubble Climber	EA	\$ 520.00	24%	\$ 395.20
90043	06	4'-6" & 5' Bubble Climber	EA	\$ 582.00	24%	\$ 442.32
90044	05	5'-6" & 6' Bubble Climber	EA	\$ 674.00	24%	\$ 512.24
90047	05	4' Small Conifer Climber	EA	\$ 2,980.00	24%	\$ 2,264.80
90048	05	5' Large Conifer Climber	EA	\$ 3,259.00	24%	\$ 2,476.84
90049	05	4' Small Conifer Link	EA	\$ 9,191.00	24%	\$ 6,985.16
90050	05	5' Large Conifer Link	EA	\$ 9,476.00	24%	\$ 7,201.76
90051	05	2' Corkscrew Climber	EA	\$ 759.00	24%	\$ 576.84
90052	05	2'-6" Corkscrew Climber	EA	\$ 869.00	24%	\$ 660.44
90053	05	3' Corkscrew Climber	EA	\$ 953.00	24%	\$ 724.28
90054	05	3'-6" Corkscrew Climber	EA	\$ 1,011.00	24%	\$ 768.36
90055	05	4' Corkscrew Climber	EA	\$ 961.00	24%	\$ 730.36
90056	05	5' Corkscrew Climber	EA	\$ 1,109.00	24%	\$ 842.84
90057	05	6' Corkscrew Climber	EA	\$ 1,168.00	24%	\$ 887.68
90058	05	6' Cosmix Climber	EA	\$ 1,320.00	24%	\$ 1,003.20
90059	05	8' Cosmix Climber	EA	\$ 1,397.00	24%	\$ 1,061.72
90062	05	3' & 3'-6" Crazy Eight Climber	EA	\$ 738.00	24%	\$ 560.88
90063	05	4' & 4'-6" Crazy Eight Climber	EA	\$ 766.00	24%	\$ 582.16
90064	05	5' & 5'-6" Crazy Eight Climber	EA	\$ 844.00	24%	\$ 641.44
90065	05	6' & 6'-6" Crazy Eight Climber	EA	\$ 911.00	24%	\$ 692.36
90066	05	7' & 7'-6" Crazy Eight Climber	EA	\$ 950.00	24%	\$ 722.00
90067	05	8' Crazy Eight Climber	EA	\$ 1,047.00	24%	\$ 795.72
90077	05	2'-6" Loop Ladder	EA	\$ 784.00	24%	\$ 595.84

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90078	05	3'/4' Loop Ladder	EA	\$ 986.00	24%	\$ 749.36
90079	05	5' Loop Ladder	EA	\$ 1,039.00	24%	\$ 789.64
90080	05	6' Loop Ladder	EA	\$ 1,138.00	24%	\$ 864.88
90087	05	Poly Climbing Wall	EA	\$ 2,301.00	24%	\$ 1,748.76
90088	05	2' Rockscape Climber	EA	\$ 1,207.00	24%	\$ 917.32
90089	05	2'-6" Rockscape Climber	EA	\$ 1,460.00	24%	\$ 1,109.60
90090	05	3' Rockscape Climber	EA	\$ 3,543.00	24%	\$ 2,692.68
90091	05	4' Rockscape Climber	EA	\$ 3,017.00	24%	\$ 2,292.92
90092	05	4'-6" Rockscape Climber	EA	\$ 3,017.00	24%	\$ 2,292.92
90093	05	5' Rockscape Climber	EA	\$ 3,088.00	24%	\$ 2,346.88
90094	05	5'-6" Rockscape Climber	EA	\$ 3,995.00	24%	\$ 3,036.20
90095	05	6' Rockscape Climber	EA	\$ 5,513.00	24%	\$ 4,189.88
90096	05	6'-6" Rockscape Climber	EA	\$ 5,375.00	24%	\$ 4,085.00
90097	05	7' Rockscape Climber	EA	\$ 5,513.00	24%	\$ 4,189.88
90098	05	7'-6" Rockscape Climber	EA	\$ 6,580.00	24%	\$ 5,000.80
90099	05	8' Rockscape Climber	EA	\$ 6,750.00	24%	\$ 5,130.00
90103	05	2' Schooner Climber	EA	\$ 303.00	24%	\$ 230.28
90104	05	2'-6"/3' Schooner Climber	EA	\$ 348.00	24%	\$ 264.48
90105	05	3'-6"/4' Schooner Climber	EA	\$ 419.00	24%	\$ 318.44
90106	05	4'-6"/5' Schooner Climber	EA	\$ 453.00	24%	\$ 344.28
90107	05	5'-6"/6' Schooner Climber	EA	\$ 511.00	24%	\$ 388.36
90108	05	6'-6"/7' Schooner Climber	EA	\$ 570.00	24%	\$ 433.20
90109	05	7'-6"/8' Schooner Climber	EA	\$ 625.00	24%	\$ 475.00
90113	05	Flower Talk Tube 6'6" To 8'0" (2 To 5)	EA	\$ 935.00	24%	\$ 710.60
90117	05	3'/3'-6" Tree Climber	EA	\$ 491.00	24%	\$ 373.16
90118	05	4'/4'-6" Tree Climber	EA	\$ 548.00	24%	\$ 416.48
90119	05	5'/5'-6" Tree Climber	EA	\$ 576.00	24%	\$ 437.76
90120	05	6'/6'-6" Tree Climber	EA	\$ 625.00	24%	\$ 475.00
90121	05	7'/7'-6" Tree Climber	EA	\$ 739.00	24%	\$ 561.64
90122	05	8' Tree Climber	EA	\$ 782.00	24%	\$ 594.32
90129	05	1'-6"/3' Tree Climber Link	EA	\$ 955.00	24%	\$ 725.80
90130	06	5' Trunk Climber	EA	\$ 1,074.00	24%	\$ 816.24
90131	06	5'-6"/6' Trunk Climber	EA	\$ 1,360.00	24%	\$ 1,033.60
90132	06	6'-6"/7' Trunk Climber	EA	\$ 1,668.00	24%	\$ 1,267.68
90133	06	7'-6"/8' Trunk Climber	EA	\$ 1,963.00	24%	\$ 1,491.88
90134	05	3'/3'-6" Twister Climber	EA	\$ 520.00	24%	\$ 395.20
90135	05	4'/4'-6" Twister Climber	EA	\$ 577.00	24%	\$ 438.52
90136	05	5'/5'-6" Twister Climber	EA	\$ 671.00	24%	\$ 509.96
90137	05	6' Twister Climber	EA	\$ 709.00	24%	\$ 538.84
90138	05	4' Vert Wall Climber	EA	\$ 1,277.00	24%	\$ 970.52
90139	05	8' Vert Wall Climber	EA	\$ 2,170.00	24%	\$ 1,649.20
90143	05	6' Volcano Climber	EA	\$ 4,983.00	24%	\$ 3,787.08
90144	05	4' Corner Vine Climber	EA	\$ 1,237.00	24%	\$ 940.12
90145	05	4' Corner Vine Climber Reverse	EA	\$ 1,217.00	24%	\$ 924.92

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
90146	05	4'-6"/5' Corner Vine Climber	EA	\$ 1,755.00	24%	\$ 1,333.80
90147	05	4'-6"/5' Corner Vine Climber Reverse	EA	\$ 1,738.00	24%	\$ 1,320.88
90148	05	5'-6"/6' Corner Vine Climber	EA	\$ 2,053.00	24%	\$ 1,560.28
90149	05	5'-6"/6' Corner Vine Climber Reverse	EA	\$ 2,085.00	24%	\$ 1,584.60
90150	05	3'/4' Single Vine Climber	EA	\$ 2,175.00	24%	\$ 1,653.00
90151	05	5'/6' Double Vine Climber	EA	\$ 4,188.00	24%	\$ 3,182.88
90152	05	5'/6' Sgl Vine Climber Link	EA	\$ 2,343.00	24%	\$ 1,780.68
90153	05	6'/7' Std Double Vine Climber Link	EA	\$ 4,532.00	24%	\$ 3,444.32
90154	05	6'/7' Offset Double Vine Climber Link	EA	\$ 3,491.00	24%	\$ 2,653.16
90155	05	6' 90 Deg Single Vine Climber Link	EA	\$ 2,649.00	24%	\$ 2,013.24
90156	05	4'/5' 90 Deg Double Vine Climber Link	EA	\$ 3,487.00	24%	\$ 2,650.12
90157	05	Triple Slide	EA	\$ 6,147.00	24%	\$ 4,671.72
90158	05	4'-6"/6' Giant Wave Climber	EA	\$ 1,486.00	24%	\$ 1,129.36
90159	05	3'-6"/6' Giant Wave Climber Link	EA	\$ 1,582.00	24%	\$ 1,202.32
90160	05	3'/5' Web Tail	EA	\$ 1,314.00	24%	\$ 998.64
90163	05	4'/5' Criss Cross Web	EA	\$ 4,720.00	24%	\$ 3,587.20
90164	05	3'/6' Lightning Climber Link	EA	\$ 898.00	24%	\$ 682.48
90165	06	2'/5' Rope Span Climber	EA	\$ 5,782.00	24%	\$ 4,394.32
90166	05	Butterfly Panel Above Dk	EA	\$ 947.00	24%	\$ 719.72
90170	05	Dolphin Panel Above Dk	EA	\$ 818.00	24%	\$ 621.68
90172	05	Eagle Perch Panel Above Dk	EA	\$ 842.00	24%	\$ 639.92
90174	05	Flower Talk Tube Gr Lvl Attach (2-5)	EA	\$ 654.00	24%	\$ 497.04
90176	05	Ada Crow'S Nest W/ Gizmo	EA	\$ 1,656.00	24%	\$ 1,258.56
90178	05	Ada Crow'S Nest W/Telescope	EA	\$ 2,589.00	24%	\$ 1,967.64
90179	05	Ada Crow'S Nest W/Solid Steer Wheel	EA	\$ 1,981.00	24%	\$ 1,505.56
90182	05	Ada Crow'S Nest W/ Thunderring	EA	\$ 1,887.00	24%	\$ 1,434.12
90183	05	Funnel Crow'S Nest W/ Barrier	EA	\$ 1,086.00	24%	\$ 825.36
90184	05	Funnel Crow'S Nest W/Mold St Whl, Bar	EA	\$ 1,210.00	24%	\$ 919.60
90185	05	Funnel Crow'S Nest Thunderring W/Bar	EA	\$ 1,524.00	24%	\$ 1,158.24
90186	05	Ashiko & Djembe Panel	EA	\$ 1,103.00	24%	\$ 838.28
90188	05	Calabazo Panel	EA	\$ 708.00	24%	\$ 538.08
90189	05	Ganza Panel	EA	\$ 1,296.00	24%	\$ 984.96
90190	05	Udus Panel	EA	\$ 871.00	24%	\$ 661.96
90193	05	2'-6"/3' Single Curved Zip Slide	EA	\$ 1,439.00	24%	\$ 1,093.64
90197	05	Nature Panel Above Dk	EA	\$ 1,265.00	24%	\$ 961.40
90199	05	Counting Panel Above Dk	EA	\$ 1,307.00	24%	\$ 993.32
90203	05	Tic-Tac-Toe Panel Above Dk	EA	\$ 1,308.00	24%	\$ 994.08
90205	05	Rungenc'l Dbl Mold S. Whl W/Bar,Abov Dk	EA	\$ 1,117.00	24%	\$ 848.92
90207	05	Overhead Ladder Access Package	EA	\$ 576.00	24%	\$ 437.76
90208	05	Funnel Enclosure W/Barrier	EA	\$ 692.00	24%	\$ 525.92
90211	05	Rung Encl Telescope & Barrier,Above Dk	EA	\$ 1,581.00	24%	\$ 1,201.56
90216	05	Rung Enclosure W/Barrier, Above Dk	EA	\$ 585.00	24%	\$ 444.60
90218	05	Rung Encl Mold S. Whl & Bar,Above Dk	EA	\$ 842.00	24%	\$ 639.92
90222	06	Rung Encl Thunderring & Bar,Above Dk	EA	\$ 940.00	24%	\$ 714.40

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90224	05	Decorative Panel Molded Steer Wheel	EA	\$ 871.00	24%	\$ 661.96
90225	05	Decorative Panel, Above Dk	EA	\$ 606.00	24%	\$ 460.56
90226	06	Decorative Panel Thunderring,Above Dk	EA	\$ 986.00	24%	\$ 749.36
90227	05	Lang Panel World Greeting,Above Dk	EA	\$ 736.00	24%	\$ 559.36
90235	05	Gt Jam Box	EA	\$ 3,110.00	24%	\$ 2,363.60
90240	05	3' Stainless Steel Chain Net Climber	EA	\$ 1,288.00	24%	\$ 978.88
90241	05	4' Stainless Steel Chain Net Climber	EA	\$ 1,454.00	24%	\$ 1,105.04
90242	05	5' Stainless Steel Chain Net Climber	EA	\$ 1,399.00	24%	\$ 1,063.24
90243	05	3' & 3'-6" Chain Link Climber	EA	\$ 527.00	24%	\$ 400.52
90244	05	4' & 4'-6" Chain Link Climber	EA	\$ 573.00	24%	\$ 435.48
90245	05	5' & 5'-6" Chain Link Climber	EA	\$ 647.00	24%	\$ 491.72
90246	05	6' Chain Link Climber	EA	\$ 687.00	24%	\$ 522.12
90247	05	7' & 7'-6" Chain Link Climber	EA	\$ 825.00	24%	\$ 627.00
90248	05	8' Chain Link Climber	EA	\$ 1,029.00	24%	\$ 782.04
90249	05	2' Leaning Wall Climber	EA	\$ 817.00	24%	\$ 620.92
90250	05	2'-6" Leaning Wall Climber	EA	\$ 1,061.00	24%	\$ 806.36
90251	05	3' Leaning Wall Climber	EA	\$ 1,263.00	24%	\$ 959.88
90252	05	4' Leaning Wall Climber	EA	\$ 1,474.00	24%	\$ 1,120.24
90253	05	4'-6" Leaning Wall Climber	EA	\$ 1,586.00	24%	\$ 1,205.36
90254	05	5' Leaning Wall Climber	EA	\$ 1,736.00	24%	\$ 1,319.36
90255	05	5'-6" Leaning Wall Climber	EA	\$ 1,872.00	24%	\$ 1,422.72
90256	05	6' Leaning Wall Climber	EA	\$ 1,696.00	24%	\$ 1,288.96
90257	05	6'-6" Leaning Wall Climber	EA	\$ 2,119.00	24%	\$ 1,610.44
90258	05	7' Leaning Wall Climber	EA	\$ 2,154.00	24%	\$ 1,637.04
90259	05	7'-6" Leaning Wall Climber	EA	\$ 2,544.00	24%	\$ 1,933.44
90260	05	8' Leaning Wall Climber	EA	\$ 2,570.00	24%	\$ 1,953.20
90261	05	3' Upright, Alum	EA	\$ 161.00	24%	\$ 122.36
90262	05	4' Upright, Alum	EA	\$ 199.00	24%	\$ 151.24
90263	05	5' Upright, Alum	EA	\$ 237.00	24%	\$ 180.12
90264	05	6' Upright, Alum	EA	\$ 275.00	24%	\$ 209.00
90265	05	7' Upright, Alum	EA	\$ 313.00	24%	\$ 237.88
90266	05	8' Upright, Alum	EA	\$ 351.00	24%	\$ 266.76
90267	05	9' Upright, Alum	EA	\$ 389.00	24%	\$ 295.64
90268	05	10' Upright, Alum	EA	\$ 426.00	24%	\$ 323.76
90269	05	11' Upright, Alum	EA	\$ 464.00	24%	\$ 352.64
90270	05	12' Upright, Alum	EA	\$ 503.00	24%	\$ 382.28
90271	05	13' Upright, Alum	EA	\$ 540.00	24%	\$ 410.40
90272	05	14' Upright, Alum	EA	\$ 579.00	24%	\$ 440.04
90273	05	15' Upright, Alum	EA	\$ 616.00	24%	\$ 468.16
90274	05	4' 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,686.00	24%	\$ 2,041.36
90275	05	5' 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,007.00	24%	\$ 2,285.32
90276	05	6' 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,333.00	24%	\$ 2,533.08
90277	05	4' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,628.00	24%	\$ 1,997.28
90278	05	5' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,993.00	24%	\$ 2,274.68

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
90279	05	6' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,325.00	24%	\$ 2,527.00
90280	05	8' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 4,178.00	24%	\$ 3,175.28
90281	05	5' Quick 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,090.00	24%	\$ 2,348.40
90282	05	6' Quick 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,512.00	24%	\$ 2,669.12
90283	05	4' 'S' Tube Slide, Std, 30" Dia	EA	\$ 2,888.00	24%	\$ 2,194.88
90284	05	5' 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,219.00	24%	\$ 2,446.44
90285	05	6' 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,575.00	24%	\$ 2,717.00
90286	05	8' Sky Hi Spiral Tube Slide, 30" Dia	EA	\$ 4,670.00	24%	\$ 3,549.20
90287	05	6' Spiral Tube Slide, 30" Dia	EA	\$ 4,503.00	24%	\$ 3,422.28
90288	05	2' Straight Tube Slide, 30" Dia	EA	\$ 2,033.00	24%	\$ 1,545.08
90289	05	3' Straight Tube Slide, 30" Dia	EA	\$ 2,312.00	24%	\$ 1,757.12
90290	05	4' Straight Tube Slide, 30" Dia	EA	\$ 2,612.00	24%	\$ 1,985.12
90291	05	5' Straight Tube Slide, 30" Dia	EA	\$ 2,928.00	24%	\$ 2,225.28
90292	05	6' Straight Tube Slide, 30" Dia	EA	\$ 3,274.00	24%	\$ 2,488.24
90293	05	8' Straight Tube Slide, 30" Dia	EA	\$ 4,061.00	24%	\$ 3,086.36
90294	05	2'-6"/3' Wavy Tree Climber	EA	\$ 490.00	24%	\$ 372.40
90295	05	3'-6"/4' Wavy Tree Climber	EA	\$ 563.00	24%	\$ 427.88
90296	05	4'-6"/5' Wavy Tree Climber	EA	\$ 635.00	24%	\$ 482.60
90297	05	5'-6"/6' Wavy Tree Climber	EA	\$ 620.00	24%	\$ 471.20
90298	05	6'-6"/7' Wavy Tree Climber	EA	\$ 680.00	24%	\$ 516.80
90299	05	7'-6"/8' Wavy Tree Climber	EA	\$ 738.00	24%	\$ 560.88
90305	05	Climber Archway W/Socket & Guardrail	EA	\$ 466.00	24%	\$ 354.16
90306	05	Climber Archway W/Socket & Barrier	EA	\$ 589.00	24%	\$ 447.64
90307	05	4'-0 F5 Slide W/Enclosure	EA	\$ 5,869.00	24%	\$ 4,460.44
90308	05	4'-6 F5 Slide W/Enclosure	EA	\$ 5,769.00	24%	\$ 4,384.44
90309	05	5'-0 F5 Slide W/Enclosure	EA	\$ 5,579.00	24%	\$ 4,240.04
90310	05	5'-6 F5 Slide W/Enclosure	EA	\$ 5,647.00	24%	\$ 4,291.72
90311	05	6'-0 F5 Slide W/Enclosure	EA	\$ 5,215.00	24%	\$ 3,963.40
90317	05	Toad Stool Climber	EA	\$ 455.00	24%	\$ 345.80
90322	05	1'-6"/2' Rung Ladder	EA	\$ 266.00	24%	\$ 202.16
90323	05	2'-6"/3' Rung Ladder	EA	\$ 325.00	24%	\$ 247.00
90324	05	3'-6"/4' Rung Ladder	EA	\$ 379.00	24%	\$ 288.04
90325	05	4'-6"/5' Rung Ladder	EA	\$ 545.00	24%	\$ 414.20
90326	05	5'-6"/6' Rung Ladder	EA	\$ 612.00	24%	\$ 465.12
90327	05	6'-6"/7' Rung Ladder	EA	\$ 545.00	24%	\$ 414.20
90328	05	7'-6"/8' Rung Ladder	EA	\$ 599.00	24%	\$ 455.24
90329	06	3' Dna Climber	EA	\$ 625.00	24%	\$ 475.00
90330	06	4' Dna Climber	EA	\$ 830.00	24%	\$ 630.80
90331	05	5' Dna Climber	EA	\$ 1,033.00	24%	\$ 785.08
90332	05	6' Dna Climber	EA	\$ 1,180.00	24%	\$ 896.80
90333	06	7' Dna Climber	EA	\$ 1,432.00	24%	\$ 1,088.32
90334	05	8' Dna Climber	EA	\$ 1,356.00	24%	\$ 1,030.56
90335	05	Climber Offset Archway W/ Guardrail	EA	\$ 336.00	24%	\$ 255.36
90336	05	Climber Offset Archway W/ Barrier	EA	\$ 452.00	24%	\$ 343.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90337	05	4'-0"/5'-0" Double Climber	EA	\$ 892.00	24%	\$ 677.92
90338	05	5'-6"/6'-6" Double Climber	EA	\$ 1,078.00	24%	\$ 819.28
90339	05	7'-0"/8'-0" Double Climber	EA	\$ 1,546.00	24%	\$ 1,174.96
90344	05	2' & 2'-6" Clover Leaf Climber	EA	\$ 862.00	24%	\$ 655.12
90345	05	3' & 3'-6" Clover Leaf Climber	EA	\$ 1,147.00	24%	\$ 871.72
90346	05	4' & 4'-6" Clover Leaf Climber	EA	\$ 1,428.00	24%	\$ 1,085.28
90347	05	5' & 5'-6" Clover Leaf Climber	EA	\$ 1,555.00	24%	\$ 1,181.80
90348	05	4'-0 F5 Slide W/Hood	EA	\$ 6,406.00	24%	\$ 4,868.56
90349	05	4'-6 F5 Slide W/Hood	EA	\$ 6,282.00	24%	\$ 4,774.32
90350	05	5'-0 F5 Slide W/Hood	EA	\$ 6,085.00	24%	\$ 4,624.60
90351	05	5'-6 F5 Slide W/Hood	EA	\$ 6,153.00	24%	\$ 4,676.28
90352	05	6'-0 F5 Slide W/Hood	EA	\$ 5,631.00	24%	\$ 4,279.56
90353	06	Climbing Wall	EA	\$ 424.00	24%	\$ 322.24
90354	05	Store Panel One Color	EA	\$ 1,070.00	24%	\$ 813.20
90355	05	Storefront Panel, Below Dk	EA	\$ 574.00	24%	\$ 436.24
90366	05	Sloped Funnel Climber W/Barrier	EA	\$ 2,938.00	24%	\$ 2,232.88
90367	05	3' Coaster	EA	\$ 791.00	24%	\$ 601.16
90368	05	4'/5' Coaster	EA	\$ 972.00	24%	\$ 738.72
90369	06	River Rock Climber	EA	\$ 1,204.00	24%	\$ 915.04
90370	05	2'/3' Climbing Pole	EA	\$ 276.00	24%	\$ 209.76
90371	05	4'/5' Climbing Pole	EA	\$ 320.00	24%	\$ 243.20
90372	05	5'-6"/6' Climbing Pole	EA	\$ 349.00	24%	\$ 265.24
90373	05	2'-6"/3'-6" Climbing Pole	EA	\$ 287.00	24%	\$ 218.12
90378	06	Cannon Panel	EA	\$ 865.00	24%	\$ 657.40
90379	05	Porthole Panel	EA	\$ 876.00	24%	\$ 665.76
90380	05	Hatch Panel	EA	\$ 502.00	24%	\$ 381.52
90381	05	Schooner Panel	EA	\$ 514.00	24%	\$ 390.64
90382	05	Timber Decor Panel (Tall)	EA	\$ 1,650.00	24%	\$ 1,254.00
90383	05	Timber Decor Panel (Tall)	EA	\$ 1,617.00	24%	\$ 1,228.92
90384	06	Timber Decor Panel	EA	\$ 811.00	24%	\$ 616.36
90386	05	Rockscape Archway W/ Guardrail	EA	\$ 519.00	24%	\$ 394.44
90387	05	Rockscape Archway W/ Barrier	EA	\$ 643.00	24%	\$ 488.68
90388	05	1'-6" Overhead Climber Access Ladder	EA	\$ 354.00	24%	\$ 269.04
90389	05	2'-0" Overhead Climber Access Ladder	EA	\$ 364.00	24%	\$ 276.64
90390	05	2'-6" Overhead Climber Access Ladder	EA	\$ 392.00	24%	\$ 297.92
90391	05	3'-0" Overhead Climber Access Ladder	EA	\$ 400.00	24%	\$ 304.00
90392	05	Store Panel Two Color	EA	\$ 1,143.00	24%	\$ 868.68
90393	05	Mini Arch Bridge W/ Barrier	EA	\$ 2,654.00	24%	\$ 2,017.04
90395	05	1'-6" Rung Kickplate	EA	\$ 617.00	24%	\$ 468.92
90396	05	2' Rung Kickplate	EA	\$ 619.00	24%	\$ 470.44
90397	05	Funnel Suspension Bridge W/ Barrier	EA	\$ 6,409.00	24%	\$ 4,870.84
90398	05	Funnel Suspension Bridge W/ Guardrail	EA	\$ 5,886.00	24%	\$ 4,473.36
90399	05	Std Funnel Bridge,1 Dk Span W/ Barrier	EA	\$ 2,643.00	24%	\$ 2,008.68
90400	05	Std Funnel Bridge,1 Dk Span Guardrail	EA	\$ 1,686.00	24%	\$ 1,281.36

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90401	05	Std Funnel Bridge,2 Dk Span Barrier	EA	\$ 4,807.00	24%	\$ 3,653.32
90402	05	Std Funnel Bridge,2 Dk Span Guardrail	EA	\$ 3,213.00	24%	\$ 2,441.88
90403	05	Sloped Funnel Climber W/ Guardrail	EA	\$ 2,201.00	24%	\$ 1,672.76
90404	05	1'-6"/2' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 6,488.00	24%	\$ 4,930.88
90405	05	1'-6"/2' 90 Deg Fnl Bridge Guard 1 Dk	EA	\$ 4,817.00	24%	\$ 3,660.92
90406	05	Ada Punched Steelway -Barrier (2 Dk)	EA	\$ 4,521.00	24%	\$ 3,435.96
90407	05	Ada Punched Steelway -Guardrail (2 Dk)	EA	\$ 4,075.00	24%	\$ 3,097.00
90408	05	Ada Punched Steelway -Barrier (3 Dk)	EA	\$ 7,632.00	24%	\$ 5,800.32
90409	05	Ada Punched Steelway -Guardrail (3 Dk)	EA	\$ 6,400.00	24%	\$ 4,864.00
90410	06	Climber Archway W/ Guardrail	EA	\$ 372.00	24%	\$ 282.72
90411	05	Climber Archway W/ Barrier	EA	\$ 560.00	24%	\$ 425.60
90412	05	Stnd Arch Bridge,2 Dk Span Barrier	EA	\$ 5,799.00	24%	\$ 4,407.24
90414	05	Stnd Arch Bridge,3 Dk Span Barrier	EA	\$ 7,201.00	24%	\$ 5,472.76
90416	05	Rockscape Archway Package (4' & 6')	EA	\$ 1,221.00	24%	\$ 927.96
90417	05	Rockscape Arch Package (4'-6" & 6-6")	EA	\$ 1,262.00	24%	\$ 959.12
90418	05	Rockscape Archway Package (5' & 7')	EA	\$ 1,250.00	24%	\$ 950.00
90425	05	Letters Maze Above Deck	EA	\$ 1,222.00	24%	\$ 928.72
90426	05	Time & Place Above Deck	EA	\$ 1,442.00	24%	\$ 1,095.92
90427	05	Funnel Crow'S Nest Solid St Whl, Bar	EA	\$ 1,618.00	24%	\$ 1,229.68
90429	05	Ada Crow'S Nest Molded Steer Wheel	EA	\$ 1,723.00	24%	\$ 1,309.48
90430	05	Decorative Panel W/Gizmo, Above Dk	EA	\$ 606.00	24%	\$ 460.56
90431	05	Decorative Panel W/Gizmo, Below Dk	EA	\$ 686.00	24%	\$ 521.36
90435	05	Lang Pnl World Greeting, Below Dk	EA	\$ 814.00	24%	\$ 618.64
90436	05	Observation Window	EA	\$ 1,411.00	24%	\$ 1,072.36
90438	05	Counting Panel Below Dk	EA	\$ 1,495.00	24%	\$ 1,136.20
90444	05	Nature Panel Below Dk	EA	\$ 1,441.00	24%	\$ 1,095.16
90449	05	Tic-Tac-Toe Panel Below Dk	EA	\$ 1,496.00	24%	\$ 1,136.96
90450	06	3' Ss Straight Chuter	EA	\$ 2,239.00	24%	\$ 1,701.64
90451	06	4' Ss Straight Chuter	EA	\$ 2,516.00	24%	\$ 1,912.16
90452	06	5' Ss Straight Chuter	EA	\$ 2,788.00	24%	\$ 2,118.88
90453	06	6' Ss Straight Chuter	EA	\$ 3,069.00	24%	\$ 2,332.44
90454	06	7' Ss Straight Chuter	EA	\$ 3,342.00	24%	\$ 2,539.92
90455	06	8' Ss Straight Chuter	EA	\$ 3,621.00	24%	\$ 2,751.96
90456	06	3' Ss Double Chuter	EA	\$ 3,775.00	24%	\$ 2,869.00
90457	05	4' Ss Double Chuter	EA	\$ 4,343.00	24%	\$ 3,300.68
90458	06	5' Ss Double Chuter	EA	\$ 4,907.00	24%	\$ 3,729.32
90459	06	6' Ss Double Chuter	EA	\$ 5,471.00	24%	\$ 4,157.96
90460	06	7' Ss Double Chuter	EA	\$ 6,035.00	24%	\$ 4,586.60
90461	06	8' Ss Double Chuter	EA	\$ 6,601.00	24%	\$ 5,016.76
90462	10	Stainless Steel Spiral Slide (4')	EA	\$ 22,953.00	24%	\$ 17,444.28
90463	10	Stainless Steel Spiral Slide (5')	EA	\$ 22,555.00	24%	\$ 17,141.80
90464	10	Stainless Steel Spiral Slide (6')	EA	\$ 22,267.00	24%	\$ 16,922.92
90465	05	Train Cabin Panel	EA	\$ 1,837.00	24%	\$ 1,396.12
90466	05	Maze Panel, Above Dk	EA	\$ 1,192.00	24%	\$ 905.92

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
90467	05	Maze Panel, Below Dk	EA	\$ 1,268.00	24%	\$ 963.68
90468	05	Anchors Away Panel, Above Dk	EA	\$ 1,397.00	24%	\$ 1,061.72
90469	05	Anchors Away Panel, Below Dk	EA	\$ 1,476.00	24%	\$ 1,121.76
90470	05	Count & Spell Pnl (1 Color), Above Dk	EA	\$ 1,038.00	24%	\$ 788.88
90472	05	Count & Spell Pnl (2 Color), Above Dk	EA	\$ 1,212.00	24%	\$ 921.12
90474	05	Piston Panel	EA	\$ 2,388.00	24%	\$ 1,814.88
90475	05	Rain Wheel Panel	EA	\$ 1,790.00	24%	\$ 1,360.40
90476	05	Rung Enclosure W/Guardrail, Above Dk	EA	\$ 423.00	24%	\$ 321.48
90478	05	Rung Encl Mold S. Whl & Gr, Above Dk	EA	\$ 656.00	24%	\$ 498.56
90480	06	Rung Encl Thunderring & Gr, Above Dk	EA	\$ 703.00	24%	\$ 534.28
90484	05	Rung Encl Telescope & Gr, Above Dk	EA	\$ 1,552.00	24%	\$ 1,179.52
90492	05	Funnel Enclosure W/Guardrail	EA	\$ 442.00	24%	\$ 335.92
90493	05	Wide Rung Kick Plate (2'-0")	EA	\$ 870.00	24%	\$ 661.20
90494	05	Castle Window Panel, Above Dk	EA	\$ 1,753.00	24%	\$ 1,332.28
90496	05	Rung Encl Solid S. Whl & Bar, Above Dk	EA	\$ 1,027.00	24%	\$ 780.52
90501	05	Rung Encl Solid S. Whl & Gr, Above Dk	EA	\$ 793.00	24%	\$ 602.68
90503	05	2'-6"/3' Single Wave Zip Slide	EA	\$ 1,348.00	24%	\$ 1,024.48
90504	05	4' Single Zip Slide	EA	\$ 1,793.00	24%	\$ 1,362.68
90505	05	5' Single Zip Slide	EA	\$ 1,954.00	24%	\$ 1,485.04
90506	05	6' Single Wave Zip Slide	EA	\$ 2,164.00	24%	\$ 1,644.64
90507	05	2'-6"/3' Rumble & Roll Zip Slide	EA	\$ 1,940.00	24%	\$ 1,474.40
90508	05	4' Double Zip Slide, Std Dk	EA	\$ 2,335.00	24%	\$ 1,774.60
90509	05	5' Double Zip Slide, Std Dk	EA	\$ 2,598.00	24%	\$ 1,974.48
90510	05	6' Dueling Wave Zip Slide, Std Dk	EA	\$ 2,826.00	24%	\$ 2,147.76
90511	05	7'/7'-6" Double Wave Zip Slide	EA	\$ 4,078.00	24%	\$ 3,099.28
90512	05	8' Std Zip Slide	EA	\$ 2,947.00	24%	\$ 2,239.72
90513	05	8' Std Zip Slide W/Gizmos	EA	\$ 3,913.00	24%	\$ 2,973.88
90514	05	Wide Rung Enclosure (Barrier) (Above)	EA	\$ 829.00	24%	\$ 630.04
90515	05	Wide Rung Encl (Guardrail) (Above)	EA	\$ 553.00	24%	\$ 420.28
90516	05	Wide Rng Encl Dbl Mold S. Whl Bar Abov	EA	\$ 1,242.00	24%	\$ 943.92
90520	05	Wide Rng Encl Dbl Mold S. Whl Gr Abov	EA	\$ 1,090.00	24%	\$ 828.40
90524	05	Castle Window Panel, Below Dk	EA	\$ 1,851.00	24%	\$ 1,406.76
90525	06	Half Panel W/Thunderring	EA	\$ 753.00	24%	\$ 572.28
90530	05	2'/2'-6" Little Foot Slide W/Enclosure	EA	\$ 1,354.00	24%	\$ 1,029.04
90531	05	5' Double Zip Slide, Wide Dk	EA	\$ 2,598.00	24%	\$ 1,974.48
90532	05	6' Dueling Wave Zip Slide, Wide Dk	EA	\$ 2,883.00	24%	\$ 2,191.08
90533	05	2'-6" Rung Kickplate	EA	\$ 765.00	24%	\$ 581.40
90534	05	3' Rung Kickplate	EA	\$ 789.00	24%	\$ 599.64
90536	05	24" Roof Extension W/Cap	EA	\$ 189.00	24%	\$ 143.64
90537	05	48" Roof Extension W/Cap	EA	\$ 253.00	24%	\$ 192.28
90538	05	60" Roof Extension W/Cap	EA	\$ 277.00	24%	\$ 210.52
90539	05	3'/3'-6" Zipper Climber	EA	\$ 919.00	24%	\$ 698.44
90540	05	4' Zipper Climber	EA	\$ 1,087.00	24%	\$ 826.12
90541	05	5'/5'-6" Zipper Climber	EA	\$ 1,065.00	24%	\$ 809.40

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
90542	05	6' Zipper Climber	EA	\$ 1,159.00	24%	\$ 880.84
90543	05	Wavy Mirror Panel, Above Dk	EA	\$ 2,753.00	24%	\$ 2,092.28
90544	05	Wavy Mirror Panel, Below Dk	EA	\$ 2,880.00	24%	\$ 2,188.80
90545	05	4' Wave Climber	EA	\$ 687.00	24%	\$ 522.12
90546	06	Climber Archway W/D-Ring & Barrier	EA	\$ 615.00	24%	\$ 467.40
90548	05	Climber Archway W/ Plate & Guardrail	EA	\$ 591.00	24%	\$ 449.16
90549	05	Climber Archway W/ Plate & Barrier	EA	\$ 710.00	24%	\$ 539.60
90550	05	Triangle Modern Roof	EA	\$ 924.00	24%	\$ 702.24
90551	05	Square Modern Roof	EA	\$ 1,749.00	24%	\$ 1,329.24
90552	05	90° Bridge (Barrier)	EA	\$ 6,621.00	24%	\$ 5,031.96
90556	05	Ada 90° Bridge (Barrier)	EA	\$ 6,847.00	24%	\$ 5,203.72
90560	05	Sq Deck Internal Climb(5'-0" & 5'-6")	EA	\$ 3,626.00	24%	\$ 2,755.76
90561	05	Sq Deck Internal Climb(6'-0" & 6'-6")	EA	\$ 3,887.00	24%	\$ 2,954.12
90562	05	Sq Deck Internal Climb(7'-0" & 7'-6")	EA	\$ 4,152.00	24%	\$ 3,155.52
90563	05	Sq Deck Internal Climb(8'-0")	EA	\$ 4,462.00	24%	\$ 3,391.12
90564	05	Dbl Ridge Climb(5' 6", 6' 0", & 6'-6")	EA	\$ 1,414.00	24%	\$ 1,074.64
90565	05	Dbl Ridge Climb(7'-0", 7'-6", & 8'-0")	EA	\$ 1,444.00	24%	\$ 1,097.44
90568	05	Suspension Bridge (Barrier)	EA	\$ 7,308.00	24%	\$ 5,554.08
90569	05	Suspension Bridge (Guardrail)	EA	\$ 5,998.00	24%	\$ 4,558.48
90572	05	Scramble Up (3'-0")	EA	\$ 393.00	24%	\$ 298.68
90573	05	Scramble Up (3'-6" To 5'-0")	EA	\$ 784.00	24%	\$ 595.84
90574	05	Scramble Up (5'-6" & 6'-0")	EA	\$ 1,175.00	24%	\$ 893.00
90575	05	Scramble Up (6'-6" To 8'-0")	EA	\$ 1,566.00	24%	\$ 1,190.16
90578	05	Swerve Slide	EA	\$ 1,683.00	24%	\$ 1,279.08
90579	05	Double Swerve Slide	EA	\$ 2,539.00	24%	\$ 1,929.64
90580	05	Wide Deck Climber Archway (Guardrail)	EA	\$ 598.00	24%	\$ 454.48
90581	05	Wide Deck Climber Archway (Barrier)	EA	\$ 776.00	24%	\$ 589.76
90583	05	2'-6"/3' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,287.00	24%	\$ 4,018.12
90584	05	3'-6"/4' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,304.00	24%	\$ 4,031.04
90585	05	4'-6"/5' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,318.00	24%	\$ 4,041.68
90586	05	5'-6"/6' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,339.00	24%	\$ 4,057.64
90587	05	6'-6"/7' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,353.00	24%	\$ 4,068.28
90588	05	7'-6"/8' 90 Deg Funnel Bridge Bar 1 Dk	EA	\$ 5,369.00	24%	\$ 4,080.44
90590	05	2'-6"/3' 90 Deg Funnel Bridge Gr 1 Dk	EA	\$ 4,838.00	24%	\$ 3,676.88
90591	05	3'-6"/4' 90 Deg Funnel Bridge Gr 1 Dk	EA	\$ 4,856.00	24%	\$ 3,690.56
90592	05	Ridge Climber (Single)	EA	\$ 743.00	24%	\$ 564.68
90593	05	Straight Crawl Tube (1 Deck Span)	EA	\$ 1,690.00	24%	\$ 1,284.40
90594	05	Straight Crawl Tube (2 Deck Span)	EA	\$ 2,503.00	24%	\$ 1,902.28
90595	05	S Crawl Tube	EA	\$ 2,380.00	24%	\$ 1,808.80
90597	05	Fun-L Up Crawl Tube Link	EA	\$ 2,105.00	24%	\$ 1,599.80
90598	05	Hour Glass Climber	EA	\$ 857.00	24%	\$ 651.32
90601	05	Wave Bridge Lo (Barrier)	EA	\$ 2,905.00	24%	\$ 2,207.80
90603	05	Wave Bridge Hi (Barrier)	EA	\$ 2,863.00	24%	\$ 2,175.88
90605	05	Punched Steel Crawl Tube (Above)	EA	\$ 5,287.00	24%	\$ 4,018.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90606	05	Punched Steel Crawl Tube (Below)	EA	\$ 5,663.00	24%	\$ 4,303.88
90608	05	Challenge Canyon Bridge	EA	\$ 2,332.00	24%	\$ 1,772.32
90610	05	Contoured Panel (Above)	EA	\$ 1,120.00	24%	\$ 851.20
90611	05	Contoured Panel (Below)	EA	\$ 978.00	24%	\$ 743.28
90612	05	Crawl-In Double Fun-L Up	EA	\$ 3,079.00	24%	\$ 2,340.04
90613	05	Walk-In Double Fun-L Up	EA	\$ 3,382.00	24%	\$ 2,570.32
90614	05	Walk In Double Fun-L Over	EA	\$ 3,382.00	24%	\$ 2,570.32
90615	05	Fun-L Up & Around	EA	\$ 2,854.00	24%	\$ 2,169.04
90616	05	Fun-L Up & Across	EA	\$ 2,914.00	24%	\$ 2,214.64
90618	05	Step Up Platform	EA	\$ 3,705.00	24%	\$ 2,815.80
90619	05	Ergo Climber (4'-0" & 4'-6")	EA	\$ 918.00	24%	\$ 697.68
90620	05	Ergo Climber (5'-0" & 5'-6")	EA	\$ 1,048.00	24%	\$ 796.48
90621	05	Ergo Climber (6'-0")	EA	\$ 1,151.00	24%	\$ 874.76
90625	05	Inclined Cosmix Climber (Center)	EA	\$ 1,995.00	24%	\$ 1,516.20
90626	05	Fun-L Crawl Tube Attachment	EA	\$ 2,284.00	24%	\$ 1,735.84
90627	05	Ergo Link (2'-0" Rise)	EA	\$ 764.00	24%	\$ 580.64
90628	05	Ergo Link (3'-0" Rise)	EA	\$ 802.00	24%	\$ 609.52
90629	05	Ergo Link 4'-0" Rise)	EA	\$ 911.00	24%	\$ 692.36
90630	05	Walk-In Double Funnel Up	EA	\$ 3,541.00	24%	\$ 2,691.16
90631	05	Bubble Panel (Above)	EA	\$ 980.00	24%	\$ 744.80
90632	05	Stego Climber (4'-0" & 4'-6")	EA	\$ 531.00	24%	\$ 403.56
90633	05	Stego Climber (5'-0" & 5'-6")	EA	\$ 610.00	24%	\$ 463.60
90634	05	Stego Climber (6'-0" & 6'-6")	EA	\$ 698.00	24%	\$ 530.48
90635	05	Stego Climber (7'-0" & 7'-6")	EA	\$ 784.00	24%	\$ 595.84
90636	05	Stego Climber (8'-0")	EA	\$ 868.00	24%	\$ 659.68
90637	05	Tunnel Up	EA	\$ 2,874.00	24%	\$ 2,184.24
90638	05	Spiral Climber (4'-0" & 4'-6")	EA	\$ 767.00	24%	\$ 582.92
90639	05	Spiral Climber (5'-0" & 5'-6")	EA	\$ 804.00	24%	\$ 611.04
90640	05	Spiral Climber (6'-0" & 6'-6")	EA	\$ 896.00	24%	\$ 680.96
90641	05	Spiral Climber (7'-0" & 7'-6")	EA	\$ 984.00	24%	\$ 747.84
90642	05	Spiral Climber (8'-0")	EA	\$ 1,068.00	24%	\$ 811.68
90644	05	Net Tunnel	EA	\$ 29,099.00	24%	\$ 22,115.24
90652	18	3' Step Up Platform	EA	\$ 4,138.00	24%	\$ 3,144.88
90653	05	3'-6"/4'-0" Zip Swerve Slide Left	EA	\$ 1,626.00	24%	\$ 1,235.76
90654	05	3'-6"/4'-0" Zip Swerve Slide Right	EA	\$ 1,626.00	24%	\$ 1,235.76
90655	05	Pod Climber	EA	\$ 1,030.00	24%	\$ 782.80
90665	05	Inclined Cosmix Climber (Offset)	EA	\$ 1,054.00	24%	\$ 801.04
90666	05	Spiral Step Climber (2'-0" & 2'-6")	EA	\$ 688.00	24%	\$ 522.88
90667	05	Spiral Step Climber (3'-0" & 3'-6")	EA	\$ 895.00	24%	\$ 680.20
90668	05	Spiral Step Climber (4'-0" & 4'-6")	EA	\$ 1,104.00	24%	\$ 839.04
90669	05	Spiral Step Climber (5'-0" & 5'-6")	EA	\$ 1,313.00	24%	\$ 997.88
90670	05	Spiral Step Climber (6'-0")	EA	\$ 1,518.00	24%	\$ 1,153.68
90671	05	Wide Access Ramp Link 3 Dk Gr	EA	\$ 7,299.00	24%	\$ 5,547.24
90672	06	Ada Wide Ramp	EA	\$ 7,299.00	24%	\$ 5,547.24

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
90673	18	Ramp (Guardrail)	EA	\$ 5,888.00	24%	\$ 4,474.88
90674	06	Std Access Ramp Link 3 Dk Gr	EA	\$ 5,888.00	24%	\$ 4,474.88
90676	06	Std Access Ramp Link Gr 2'-6" & 3'	EA	\$ 5,888.00	24%	\$ 4,474.88
90677	06	Std Access Ramp Link Gr 3'-6" & 4'	EA	\$ 5,888.00	24%	\$ 4,474.88
90678	18	Ramp (Guardrail) 1'-6" & 2'	EA	\$ 5,888.00	24%	\$ 4,474.88
90679	18	Ramp (Guardrail) 2'-6" & 3'	EA	\$ 5,888.00	24%	\$ 4,474.88
90680	18	Ramp (Guardrail) 3'-6" & 4'	EA	\$ 5,888.00	24%	\$ 4,474.88
90681	05	Wide Acc Ramp Link Gr 2'-6" & 3'	EA	\$ 7,299.00	24%	\$ 5,547.24
90682	06	Wide Acc Ramp Link Gr 3'-6" & 4'	EA	\$ 7,299.00	24%	\$ 5,547.24
90683	18	Ada Wide Ramp (Guardrail) 1'-6" & 2'	EA	\$ 7,299.00	24%	\$ 5,547.24
90684	18	Ada Wide Ramp (Guardrail) 2'-6" & 3'	EA	\$ 7,299.00	24%	\$ 5,547.24
90685	18	Ada Wide Ramp (Guardrail) 3'-6" & 4'	EA	\$ 7,299.00	24%	\$ 5,547.24
90698	05	Letters Maze Below Deck	EA	\$ 1,371.00	24%	\$ 1,041.96
90700	05	Single Entrance Wilderslide li	EA	\$ 980.00	24%	\$ 744.80
90701	05	Double Entrance Wilderslide li	EA	\$ 1,416.00	24%	\$ 1,076.16
90703	05	Straight Section Wilderslide li	EA	\$ 439.00	24%	\$ 333.64
90704	05	Left Curve Section Wilderslide li	EA	\$ 603.00	24%	\$ 458.28
90705	05	Right Curve Section Wilderslide li	EA	\$ 603.00	24%	\$ 458.28
90706	05	Exit Section Wilderslide li	EA	\$ 602.00	24%	\$ 457.52
90708	05	Helix Spiral (Helix Adapter)	EA	\$ 791.00	24%	\$ 601.16
90709	05	Support Wilderslide li	EA	\$ 188.00	24%	\$ 142.88
90710	05	Slide Support	EA	\$ 195.00	24%	\$ 148.20
90711	06	Steel Drum - Gadget Panel Above Deck	EA	\$ 3,889.00	24%	\$ 2,955.64
90712	06	Airlock Cog - Gadget Panel Above Deck	EA	\$ 2,684.00	24%	\$ 2,039.84
90713	06	Frog Slide Puzzle-Gadget Pnl Above Dk	EA	\$ 2,062.00	24%	\$ 1,567.12
90714	06	3 In A Row - Gadget Panel Above Deck	EA	\$ 2,202.00	24%	\$ 1,673.52
90715	06	Twist Ball Run-Gadget Pnl Above Dk	EA	\$ 2,109.00	24%	\$ 1,602.84
90716	06	Color Wheel - Gadget Panel Above Deck	EA	\$ 2,660.00	24%	\$ 2,021.60
90718	05	Slide Support	EA	\$ 140.00	24%	\$ 106.40
90719	06	Steel Drum - Gadget Panel Below Deck	EA	\$ 4,026.00	24%	\$ 3,059.76
90720	06	Airlock Cog - Gadget Panel Below Deck	EA	\$ 2,818.00	24%	\$ 2,141.68
90721	06	Frog Slide Puzzle-Gadget Pnl Below Dk	EA	\$ 2,199.00	24%	\$ 1,671.24
90722	06	3 In A Row - Gadget Panel Below Deck	EA	\$ 2,338.00	24%	\$ 1,776.88
90723	06	Twist Ball Run-Gadget Pnl Below Deck	EA	\$ 2,245.00	24%	\$ 1,706.20
90724	06	Color Wheel - Gadget Panel Below Deck	EA	\$ 2,794.00	24%	\$ 2,123.44
90727	06	Memory Reaction Game Panel	EA	\$ 6,211.00	24%	\$ 4,720.36
90728	06	Memory Reaction Game Panel (Below Dk)	EA	\$ 6,333.00	24%	\$ 4,813.08
90729	05	Double Straight (2 Ft Section)	EA	\$ 638.00	24%	\$ 484.88
90730	05	Kinetic Spinner 2 Color Pnl Above Dk	EA	\$ 2,531.00	24%	\$ 1,923.56
90732	05	Kinetic Spinner 1 Color Pnl Above Dk	EA	\$ 2,236.00	24%	\$ 1,699.36
90736	05	Sun Blossom 2 Color Gadg Pnl Abov Dk	EA	\$ 2,885.00	24%	\$ 2,192.60
90738	05	Sun Blossom 1 Color Gadg Pnl Above Dk	EA	\$ 2,449.00	24%	\$ 1,861.24
90750	05	Butterfly Climber	EA	\$ 4,379.00	24%	\$ 3,328.04
90752	06	6' Wildertube Straight	EA	\$ 2,825.00	24%	\$ 2,147.00

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90753	05	8' Wildertube Straight	EA	\$ 3,047.00	24%	\$ 2,315.72
90754	05	6' Wildertube 'L'	EA	\$ 2,832.00	24%	\$ 2,152.32
90755	05	6' Wildertube 'L' Reverse	EA	\$ 2,832.00	24%	\$ 2,152.32
90756	05	8' Wildertube 'L'	EA	\$ 3,048.00	24%	\$ 2,316.48
90757	05	8' Wildertube 'L' Reverse	EA	\$ 3,048.00	24%	\$ 2,316.48
90758	05	6' Wildertube 'S'	EA	\$ 3,047.00	24%	\$ 2,315.72
90759	05	6' Wildertube 'S' Reverse	EA	\$ 3,047.00	24%	\$ 2,315.72
90760	05	8' Wildertube 'S'	EA	\$ 4,050.00	24%	\$ 3,078.00
90761	05	8' Wildertube 'S' Reverse	EA	\$ 4,050.00	24%	\$ 3,078.00
90762	05	Long Exit (Use On 7' & 8' Slides)	EA	\$ 822.00	24%	\$ 624.72
90763	18	Triple Wilderslide li Entrance	EA	\$ 2,311.00	24%	\$ 1,756.36
90764	05	Triple Wilderslide li Entrance Ada	EA	\$ 3,407.00	24%	\$ 2,589.32
90766	05	Hex Pod	EA	\$ 1,922.00	24%	\$ 1,460.72
90767	05	6' Wildertube Quick 'L'	EA	\$ 3,767.00	24%	\$ 2,862.92
90768	05	6' Wildertube Quick 'L' Reverse	EA	\$ 3,827.00	24%	\$ 2,908.52
90769	05	8' Wildertube Quick 'L'	EA	\$ 4,490.00	24%	\$ 3,412.40
90770	05	8' Wildertube Quick 'L' Reverse	EA	\$ 4,490.00	24%	\$ 3,412.40
90771	05	6' Wildertube Quick 'S'	EA	\$ 3,340.00	24%	\$ 2,538.40
90772	05	6' Wildertube Quick 'S' Reverse	EA	\$ 3,340.00	24%	\$ 2,538.40
90773	05	8' Wildertube Quick 'S'	EA	\$ 3,857.00	24%	\$ 2,931.32
90774	05	8' Wildertube Quick 'S' Reverse	EA	\$ 3,857.00	24%	\$ 2,931.32
90776	05	Outrigger Wilderslide li	EA	\$ 155.00	24%	\$ 117.80
90777	35	Kidnetix Twirl	EA	\$ 5,079.00	16%	\$ 4,266.36
90778	05	Triple W Spiral	EA	\$ 8,454.00	24%	\$ 6,425.04
90779	05	Over N Under	EA	\$ 5,123.00	24%	\$ 3,893.48
90785	06	Electronic Lead Guitar Below Deck	EA	\$ 3,558.00	24%	\$ 2,704.08
90786	06	Electronic Bass Guitar Below Deck	EA	\$ 3,475.00	24%	\$ 2,641.00
90787	06	Electronic Drums Below Deck	EA	\$ 3,474.00	24%	\$ 2,640.24
90788	06	Electronic Keyboard Below Deck	EA	\$ 3,475.00	24%	\$ 2,641.00
90789	06	Electronic Synthesizer Below Deck	EA	\$ 3,529.00	24%	\$ 2,682.04
90790	05	Sloped Funnel Climber Barrier (Dbl)	EA	\$ 4,758.00	24%	\$ 3,616.08
90791	05	Sloped Funner Climber Guardrail (Dbl)	EA	\$ 3,804.00	24%	\$ 2,891.04
90792	05	Sloped Funnel Climber Timbers(Dbl)	EA	\$ 7,002.00	24%	\$ 5,321.52
90799	05	Triple W Spiral Ada	EA	\$ 8,454.00	24%	\$ 6,425.04
90824	05	Offset Xcelerator	EA	\$ 4,134.00	24%	\$ 3,141.84
90837	18	Animal Tracker Roto Gen	EA	\$ 4,679.00	24%	\$ 3,556.04
90838	06	Sounds of Water Roto Gen	EA	\$ 4,617.00	24%	\$ 3,508.92
90840	05	Xcelerator	EA	\$ 3,827.00	24%	\$ 2,908.52
90842	05	Single Spiral	EA	\$ 4,259.00	24%	\$ 3,236.84
90843	05	Double Twin Spiral	EA	\$ 8,030.00	24%	\$ 6,102.80
90844	05	Double With Spiral	EA	\$ 4,738.00	24%	\$ 3,600.88
90845	05	Double With Spiral Reverse	EA	\$ 4,738.00	24%	\$ 3,600.88
90846	05	Triple W/Spiral (Fully Preconfigured)	EA	\$ 12,761.00	24%	\$ 9,698.36
90847	05	Triple Slide W/Spiral ADA	EA	\$ 12,761.00	24%	\$ 9,698.36

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
90848	05	2 dk span Net Wall Link	EA	\$ 5,541.00	24%	\$ 4,211.16
90849	05	3 dk span Net Wall Link	EA	\$ 10,607.00	24%	\$ 8,061.32
90850	05	4D Sail Roof	EA	\$ 13,433.00	24%	\$ 10,209.08
90853	05	Quadratic Shade Canopy	EA	\$ 4,828.00	24%	\$ 3,669.28
90854	05	Equilateral Shade Canopy	EA	\$ 3,762.00	24%	\$ 2,859.12
90855	05	Hexagonal Shade Canopy	EA	\$ 8,537.00	24%	\$ 6,488.12
90868	05	Splitter 6'	EA	\$ 3,618.00	24%	\$ 2,749.68
90869	05	Splitter 7'	EA	\$ 3,826.00	24%	\$ 2,907.76
90870	05	Splitter 8'	EA	\$ 4,033.00	24%	\$ 3,065.08
91004	05	Archway (3D)	EA	\$ 756.00	24%	\$ 574.56
91005	05	Climber Archway (3D)	EA	\$ 790.00	24%	\$ 600.40
91006	05	Climber Offset Archway (3D)	EA	\$ 694.00	24%	\$ 527.44
91007	05	Climber Archway W/ D-Ring (3D)	EA	\$ 860.00	24%	\$ 653.60
91009	05	Rockscape Archway (3D)	EA	\$ 895.00	24%	\$ 680.20
91010	05	Archway W/ Socket (3D)	EA	\$ 826.00	24%	\$ 627.76
91011	05	Wide Deck Archway (3D)	EA	\$ 1,111.00	24%	\$ 844.36
91012	05	Wide Deck Climber Archway (3D)	EA	\$ 1,106.00	24%	\$ 840.56
91013	05	Wide Deck Archway W/ Socket(3D)	EA	\$ 1,180.00	24%	\$ 896.80
91015	05	Enclosure (3D) Above Deck	EA	\$ 999.00	24%	\$ 759.24
91016	05	Funnel Bridge (3D) 1 Deck Span	EA	\$ 3,194.00	24%	\$ 2,427.44
91017	05	Funnel Bridge (3D) 2 Deck Span	EA	\$ 5,589.00	24%	\$ 4,247.64
91018	05	Arch Bridge (3D) 2 Deck Span	EA	\$ 7,214.00	24%	\$ 5,482.64
91019	05	Arch Bridge (3D) 3 Deck Span	EA	\$ 9,753.00	24%	\$ 7,412.28
91020	05	Mini Arch Bridge (3D)	EA	\$ 3,377.00	24%	\$ 2,566.52
91022	05	Suspension Bridge (3D)	EA	\$ 10,098.00	24%	\$ 7,674.48
91023	05	Funnel Suspension Bridge (3D)	EA	\$ 9,066.00	24%	\$ 6,890.16
91024	05	Drivers Panel Above Deck	EA	\$ 781.00	24%	\$ 593.56
91025	05	Shadow Tree 3D Single 0'-6" - 7'0"	EA	\$ 1,810.00	24%	\$ 1,375.60
91030	05	Shadow Grove 3D (6" - 7'-0")	EA	\$ 3,791.00	24%	\$ 2,881.16
91031	05	3'-0" Transfer Platform (3D)	EA	\$ 3,595.00	24%	\$ 2,732.20
91032	05	4'-0" Transfer Platform (3D)	EA	\$ 4,776.00	24%	\$ 3,629.76
91033	05	5'-0" Transfer Platform (3D)	EA	\$ 6,253.00	24%	\$ 4,752.28
91034	05	1'-0" Transfer System (3D)	EA	\$ 2,044.00	24%	\$ 1,553.44
91035	05	2'-0" Transfer System (3D)	EA	\$ 2,743.00	24%	\$ 2,084.68
91036	05	2'-6" Transfer System (3D)	EA	\$ 4,145.00	24%	\$ 3,150.20
91037	05	3'-0" Transfer System (3D)	EA	\$ 4,397.00	24%	\$ 3,341.72
91038	05	4'-0" Transfer System (3D)	EA	\$ 5,359.00	24%	\$ 4,072.84
91039	05	Ramp (3D) 1'-0"	EA	\$ 8,846.00	24%	\$ 6,722.96
91040	05	Ramp (3D) 1'-6" & 2'-0"	EA	\$ 9,049.00	24%	\$ 6,877.24
91041	05	Ramp (3D) 2'-6" & 3'-0"	EA	\$ 9,081.00	24%	\$ 6,901.56
91042	05	Ramp (3D) 3'-6" & 4'-0"	EA	\$ 9,120.00	24%	\$ 6,931.20
91043	05	Ada Wide Ramp (3D) 1'-0"	EA	\$ 14,182.00	24%	\$ 10,778.32
91044	05	Ada Wide Ramp (3D) 1'-6" & 2'-0"	EA	\$ 14,319.00	24%	\$ 10,882.44
91045	05	Ada Wide Ramp (3D) 2'-6" & 3'-0"	EA	\$ 14,429.00	24%	\$ 10,966.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
91046	05	Ada Wide Ramp (3D) 3'-6" & 4'-0"	EA	\$ 14,538.00	24%	\$ 11,048.88
91049	05	Ramp Link (3D) 1'-6" & 2'-0"	EA	\$ 11,362.00	24%	\$ 8,635.12
91050	05	Shadow Tree 3D Single 7'-6" - 8'-0"	EA	\$ 1,850.00	24%	\$ 1,406.00
91055	05	Shadow Grove 3D (7'-6" - 8'-0")	EA	\$ 3,695.00	24%	\$ 2,808.20
91056	05	Ramp Link (3D) 2'-6" & 3'-0"	EA	\$ 10,716.00	24%	\$ 8,144.16
91057	05	Ramp Link (3D) 3'-6" & 4'-0"	EA	\$ 10,764.00	24%	\$ 8,180.64
91058	05	Ramp Link (3D) 4'-6" & 5'-0"	EA	\$ 10,810.00	24%	\$ 8,215.60
91059	05	Ramp Link (3D) 5'-6" & 6'-0"	EA	\$ 10,854.00	24%	\$ 8,249.04
91060	05	Ramp Link (3D) 6'-6" & 7'-0"	EA	\$ 10,902.00	24%	\$ 8,285.52
91061	05	Ramp Link (3D) 7'-6" & 8'-0"	EA	\$ 10,945.00	24%	\$ 8,318.20
91070	15	3'-0" Hillside Wave Zip Slide	EA	\$ 2,811.00	16%	\$ 2,361.24
91071	15	4'-0" Hillside Zip Slide	EA	\$ 3,086.00	16%	\$ 2,592.24
91072	15	5'-0" Hillside Zip Slide	EA	\$ 3,301.00	16%	\$ 2,772.84
91073	15	6'-0" Hillside Wave Zip Slide	EA	\$ 3,512.00	16%	\$ 2,950.08
91074	15	3'-0" Hillside Rumble & Roll Zip Slide	EA	\$ 3,299.00	16%	\$ 2,771.16
91075	15	4'-0" Hillside Double Zip Slide	EA	\$ 3,644.00	16%	\$ 3,060.96
91076	15	5'-0" Hillside Double Zip Slide	EA	\$ 3,963.00	16%	\$ 3,328.92
91077	15	6'-0" Hillside Dueling Wave Zip Slide	EA	\$ 4,294.00	16%	\$ 3,606.96
91088	05	Encl W/ Thunderring (3D) Above Deck	EA	\$ 1,326.00	24%	\$ 1,007.76
91090	05	Encl Molded Steer Wheel (3D) Above Dk	EA	\$ 1,284.00	24%	\$ 975.84
91092	05	Encl Solid Steer Wheel (3D) Above Dk	EA	\$ 1,421.00	24%	\$ 1,079.96
91094	06	Half Panel W/ Thunderring (3D)	EA	\$ 1,053.00	24%	\$ 800.28
91095	05	Half Panel Molded Steering Wheel (3D)	EA	\$ 1,007.00	24%	\$ 765.32
91096	05	Half Panel Solid Steering Wheel (3D)	EA	\$ 1,193.00	24%	\$ 906.68
91097	05	4'/5' Double Bubble Climber	EA	\$ 1,402.00	24%	\$ 1,065.52
91100	05	5'-6"/6'-6" Double Bubble Climber	EA	\$ 1,826.00	24%	\$ 1,387.76
91103	05	7'/8' Double Bubble Climber	EA	\$ 2,070.00	24%	\$ 1,573.20
91106	05	Coral Climber (3D) 3'-6" Thru 4'-6"	EA	\$ 1,389.00	24%	\$ 1,055.64
91107	05	Coral Climber (3D) 5'-0"	EA	\$ 1,393.00	24%	\$ 1,058.68
91108	05	Coral Climber (3D) 5'-6" Thru 6'-6"	EA	\$ 2,082.00	24%	\$ 1,582.32
91109	05	Coral Climber (3D) 7'-0" Thru 7'-6"	EA	\$ 2,087.00	24%	\$ 1,586.12
91115	05	Coral Link	EA	\$ 2,746.00	24%	\$ 2,086.96
91117	05	Rock Ridge (2 Deck Span)	EA	\$ 7,164.00	24%	\$ 5,444.64
91118	05	Rock Ridge (3 Deck Span)	EA	\$ 9,904.00	24%	\$ 7,527.04
91119	05	Play Port Bridge	EA	\$ 4,738.00	24%	\$ 3,600.88
91120	05	90° Play Port Bridge	EA	\$ 6,281.00	24%	\$ 4,773.56
91121	05	Double Play Port Funnel Bridge	EA	\$ 5,508.00	24%	\$ 4,186.08
91126	05	Kidnetix - X Bridge	EA	\$ 9,430.00	24%	\$ 7,166.80
91129	05	Kidnetix - Large Spider Web	EA	\$ 5,561.00	24%	\$ 4,226.36
91132	05	Drivers Panel Below Deck	EA	\$ 961.00	24%	\$ 730.36
91136	05	Funnel Crows Nest Telescope Bar	EA	\$ 2,406.00	24%	\$ 1,828.56
91137	05	Entryway - 3D	EA	\$ 833.00	24%	\$ 633.08
91138	05	High Point / Low Point Entryway - 3D	EA	\$ 892.00	24%	\$ 677.92
91139	05	Entryway - Barrier	EA	\$ 619.00	24%	\$ 470.44

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
91140	05	High Point Entryway - Barrier	EA	\$ 681.00	24%	\$ 517.56
91141	05	Low Point Entryway - Barrier	EA	\$ 662.00	24%	\$ 503.12
91142	05	Rope Span Entryway - Barrier	EA	\$ 717.00	24%	\$ 544.92
91143	05	Challenge Canyon Entryway - Barrier	EA	\$ 697.00	24%	\$ 529.72
91144	05	High Point Entryway - Guardrail	EA	\$ 535.00	24%	\$ 406.60
91145	05	Low Point Entryway - Guardrail	EA	\$ 535.00	24%	\$ 406.60
91146	05	Entryway - Guardrail	EA	\$ 449.00	24%	\$ 341.24
91147	05	Metal Mirror Panel Above Deck	EA	\$ 1,151.00	24%	\$ 874.76
91148	05	Metal Mirror Panel Below Deck	EA	\$ 1,321.00	24%	\$ 1,003.96
91149	05	Enclosure - Timbers (Above Deck)	EA	\$ 981.00	24%	\$ 745.56
91150	05	Entryway - Timbers	EA	\$ 842.00	24%	\$ 639.92
91151	05	Climber Entryway - Timbers	EA	\$ 744.00	24%	\$ 565.44
91154	05	Archway - Timbers	EA	\$ 776.00	24%	\$ 589.76
91155	05	Climber Archway - Timbers	EA	\$ 794.00	24%	\$ 603.44
91157	05	Archway W/ Socket - Timbers	EA	\$ 848.00	24%	\$ 644.48
91158	05	Enclosure - Timbers (Below Deck)	EA	\$ 1,150.00	24%	\$ 874.00
91163	05	Climber Offset Archway - Timbers	EA	\$ 718.00	24%	\$ 545.68
91178	05	3' 0" Transfer Platform - Timbers	EA	\$ 3,788.00	24%	\$ 2,878.88
91179	05	4' 0" Transfer Platform - Timbers	EA	\$ 4,754.00	24%	\$ 3,613.04
91180	05	5' 0" Transfer Platform - Timbers	EA	\$ 6,846.00	24%	\$ 5,202.96
91181	05	4' 0" Plank Climber - Timbers	EA	\$ 658.00	24%	\$ 500.08
91182	05	5' 0" Plank Climber - Timbers	EA	\$ 735.00	24%	\$ 558.60
91183	05	6' 0" Plank Climber - Timbers	EA	\$ 806.00	24%	\$ 612.56
91184	05	7' 0" Plank Climber - Timbers	EA	\$ 959.00	24%	\$ 728.84
91185	05	8' 0" Plank Climber - Timbers	EA	\$ 1,109.00	24%	\$ 842.84
91186	06	1' 0" Ramp Attach-Timbers (3 Dk Span)	EA	\$ 9,330.00	24%	\$ 7,090.80
91187	05	1' 6"-2' Ramp Attach-Timbers 3 Dk Span	EA	\$ 9,795.00	24%	\$ 7,444.20
91188	05	2' 6" - 3' Ramp Attach-Timb 3 Dk Span	EA	\$ 9,832.00	24%	\$ 7,472.32
91189	05	3' 6" - 4' Ramp Attach-Timb 3 Dk Span	EA	\$ 9,874.00	24%	\$ 7,504.24
91196	05	1' 6"-2' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 11,907.00	24%	\$ 9,049.32
91197	05	2' 6"-3' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,138.00	24%	\$ 9,224.88
91198	05	3' 6"-4' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,192.00	24%	\$ 9,265.92
91199	05	Spiral Stairs Reverse	EA	\$ 3,609.00	24%	\$ 2,742.84
91200	05	1' 0" Transfer System - Timbers	EA	\$ 2,096.00	24%	\$ 1,592.96
91201	05	2' 0" Transfer System - Timbers	EA	\$ 3,075.00	24%	\$ 2,337.00
91202	05	2' 6" Transfer System - Timbers	EA	\$ 4,290.00	24%	\$ 3,260.40
91203	05	3' 0" Transfer System - Timbers	EA	\$ 4,517.00	24%	\$ 3,432.92
91204	05	4' 0" Transfer System - Timbers	EA	\$ 5,657.00	24%	\$ 4,299.32
91205	05	Suspension Bridge - Timbers	EA	\$ 9,285.00	24%	\$ 7,056.60
91206	05	Arch Bridge - Timbers (2 Deck Span)	EA	\$ 7,765.00	24%	\$ 5,901.40
91207	05	Mini Arch Bridge - Timbers	EA	\$ 3,643.00	24%	\$ 2,768.68
91208	05	Climber Entryway - Guardrail	EA	\$ 468.00	24%	\$ 355.68
91209	05	Climber Entryway - Barrier	EA	\$ 576.00	24%	\$ 437.76
91210	05	Climber Entryway - 3D	EA	\$ 784.00	24%	\$ 595.84

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
91211	05	Funnel Bridge - Timbers (2 Deck Span)	EA	\$ 6,812.00	24%	\$ 5,177.12
91212	05	Gable Roof - Timbers	EA	\$ 3,548.00	24%	\$ 2,696.48
91213	05	Play Port Funnel Bridge - Timbers	EA	\$ 5,536.00	24%	\$ 4,207.36
91214	05	Slant Half Hex Roof - Timbers	EA	\$ 3,377.00	24%	\$ 2,566.52
91215	05	Slant Roof - Timbers	EA	\$ 1,416.00	24%	\$ 1,076.16
91216	05	24" Slant Hex Roof Extension - Timbers	EA	\$ 220.00	24%	\$ 167.20
91217	05	60" Slant Hex Roof Extension - Timbers	EA	\$ 319.00	24%	\$ 242.44
91218	05	72" Slant Hex Roof Extension - Timbers	EA	\$ 408.00	24%	\$ 310.08
91219	05	Slant Hex Roof - Timbers	EA	\$ 6,752.00	24%	\$ 5,131.52
91220	05	24" Slant Roof Extension - Timbers	EA	\$ 206.00	24%	\$ 156.56
91221	05	66" Slant Roof Extension - Timbers	EA	\$ 298.00	24%	\$ 226.48
91222	05	Chimney - Timbers	EA	\$ 369.00	24%	\$ 280.44
91223	05	3' 0" Plank Climber - Timbers	EA	\$ 479.00	24%	\$ 364.04
91224	05	36" Slant Hex Roof Extension - Timbers	EA	\$ 259.00	24%	\$ 196.84
91227	05	Cube Net (Attach)	EA	\$ 16,395.00	24%	\$ 12,460.20
91228	05	Torsion Net (Attach)	EA	\$ 9,027.00	24%	\$ 6,860.52
91230	05	4' 6"-5' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,193.00	24%	\$ 9,266.68
91231	05	5' 6"-6' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,271.00	24%	\$ 9,325.96
91232	05	6' 6"-7' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,322.00	24%	\$ 9,364.72
91233	05	7' 6"-8' Acc Ramp Link-Timb 3 Dk Span	EA	\$ 12,375.00	24%	\$ 9,405.00
91234	05	Double Play Port Funnel Bridge Timbers	EA	\$ 5,704.00	24%	\$ 4,335.04
91240	05	Gadget Frame (Grd Level)	EA	\$ 589.00	24%	\$ 447.64
91242	15	Roller Table	EA	\$ 12,100.00	16%	\$ 10,164.00
91243	06	Roller Slide	EA	\$ 12,156.00	24%	\$ 9,238.56
91244	05	3'0" Leaf Scramble Up	EA	\$ 503.00	24%	\$ 382.28
91245	05	3'6" - 5'0" Leaf Scramble Up	EA	\$ 995.00	24%	\$ 756.20
91246	05	5'6" - 6'0" Leaf Scramble Up	EA	\$ 1,488.00	24%	\$ 1,130.88
91247	05	6'6" Leaf Scramble Up	EA	\$ 1,980.00	24%	\$ 1,504.80
91248	05	2'0" - 2'6" Lily Pad Spiral Climber	EA	\$ 703.00	24%	\$ 534.28
91249	05	3'0" - 3'6" Lily Pad Spiral Climber	EA	\$ 910.00	24%	\$ 691.60
91250	05	4'0" - 4'6" Lily Pad Spiral Climber	EA	\$ 1,119.00	24%	\$ 850.44
91251	05	5'0" - 5'6" Lily Pad Spiral Climber	EA	\$ 1,329.00	24%	\$ 1,010.04
91252	05	6'0" Lily Pad Spiral Climber	EA	\$ 1,541.00	24%	\$ 1,171.16
91268	05	Sprouts Climber	EA	\$ 5,220.00	24%	\$ 3,967.20
91269	05	Sprout Climber	EA	\$ 1,336.00	24%	\$ 1,015.36
91270	05	Dragonfly Link	EA	\$ 3,142.00	24%	\$ 2,387.92
91275	05	3'0" Thru 4'6" Splash	EA	\$ 1,683.00	24%	\$ 1,279.08
91276	05	5'0" Thru 7'0"" Splash	EA	\$ 2,993.00	24%	\$ 2,274.68
91284	22	Three Stump Climber	EA	\$ 4,591.00	16%	\$ 3,856.44
91285	22	Notched Log Climber	EA	\$ 5,124.00	16%	\$ 4,304.16
91286	05	Tree Topper	EA	\$ 679.00	24%	\$ 516.04
91287	05	Pine Topper	EA	\$ 676.00	24%	\$ 513.76
91288	05	Seaweed Topper	EA	\$ 812.00	24%	\$ 617.12
91290	05	3'6" - 4'0" Whirlwind	EA	\$ 1,239.00	24%	\$ 941.64

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
91291	05	4'6" - 5'0" Whirlwind	EA	\$ 1,384.00	24%	\$ 1,051.84
91292	05	5'6" - 6'0" Whirlwind	EA	\$ 1,536.00	24%	\$ 1,167.36
91293	05	6'6" - 7'0" Whirlwind	EA	\$ 1,686.00	24%	\$ 1,281.36
91294	05	7'6" - 8'0" Whirlwind	EA	\$ 1,947.00	24%	\$ 1,479.72
91299	05	Accent Extension	EA	\$ 298.00	24%	\$ 226.48
91300	05	Topper Extension	EA	\$ 227.00	24%	\$ 172.52
91301	05	Topper With Accent Extension	EA	\$ 384.00	24%	\$ 291.84
91303	05	Cliff Wall Climber	EA	\$ 3,970.00	24%	\$ 3,017.20
91307	05	3'0" Timbers Transfer For Gfrc	EA	\$ 2,880.00	24%	\$ 2,188.80
91308	05	4'0" Timbers Transfer For Gfrc	EA	\$ 3,819.00	24%	\$ 2,902.44
91309	05	5'0" Timbers Transfer For Gfrc	EA	\$ 5,938.00	24%	\$ 4,512.88
91310	05	Shadow Play Tree Single 0'6" - 7'0"	EA	\$ 2,096.00	24%	\$ 1,592.96
91315	05	Shadow Play Tree Single 7'6" & 8'0"	EA	\$ 2,132.00	24%	\$ 1,620.32
91320	06	Stump Platform	EA	\$ 5,333.00	24%	\$ 4,053.08
91321	05	Erratic Climber 4'0"-5'0"	EA	\$ 552.00	24%	\$ 419.52
91322	05	Erratic Climber 5'6"-6'6"	EA	\$ 624.00	24%	\$ 474.24
91323	05	Erratic Climber 7'0"-8'0"	EA	\$ 740.00	24%	\$ 562.40
91324	05	Erratic Climber W/Hex Net 4'-5'	EA	\$ 1,740.00	24%	\$ 1,322.40
91327	10	Big Stump Climber	EA	\$ 14,455.00	24%	\$ 10,985.80
91330	05	Mother Tree Connector Deck	EA	\$ 1,291.00	24%	\$ 981.16
91332	05	Mother Tree Transfer Platform	EA	\$ 3,555.00	24%	\$ 2,701.80
91333	05	Climber Offset Entryway (Timbers)	EA	\$ 637.00	24%	\$ 484.12
91334	05	Climber Offset Entryway (Barrier)	EA	\$ 427.00	24%	\$ 324.52
91335	05	Climber Offset Entryway (3D)	EA	\$ 648.00	24%	\$ 492.48
91336	05	Timbers Enclosure W/ Molded Steering Wheel (Above)	EA	\$ 1,238.00	24%	\$ 940.88
91337	05	Timbers Enclosure W/ Molded Steering Wheel (Below)	EA	\$ 1,405.00	24%	\$ 1,067.80
91338	05	Timbers Enclosure W/ Solid Steering Wheel (Above)	EA	\$ 1,421.00	24%	\$ 1,079.96
91339	05	Timbers Enclosure W/ Solid Steering Wheel (Below)	EA	\$ 1,596.00	24%	\$ 1,212.96
91340	05	Timbers Enclosure W/ Thunderring (Above)	EA	\$ 1,276.00	24%	\$ 969.76
91341	05	Timbers Enclosure W/ Thunderring (Below)	EA	\$ 1,441.00	24%	\$ 1,095.16
91343	05	1'6"-2'0" Sensory Wave ADA Wide Ramp Attachment	EA	\$ 23,062.00	24%	\$ 17,527.12
91353	06	1' Sensory Wave Ramp Attach	EA	\$ 15,137.00	24%	\$ 11,504.12
91354	05	1'6"-2'0" Sensory Wave Ramp Attachment	EA	\$ 16,540.00	24%	\$ 12,570.40
91364	05	Sensory Wave Panel w/ chimes	EA	\$ 2,311.00	24%	\$ 1,756.36
91365	05	Sensory Wave Panel w/ stained glass	EA	\$ 1,673.00	24%	\$ 1,271.48
91366	05	PS Sensory Wave Arch	EA	\$ 1,184.00	24%	\$ 899.84
91367	05	PS Sensory Wave Curve	EA	\$ 1,030.00	24%	\$ 782.80
91368	05	PS SW Transfer Punched Insert	EA	\$ 1,344.00	24%	\$ 1,021.44
91369	05	PS SW Transfer w/ Roller Insert	EA	\$ 2,881.00	24%	\$ 2,189.56
91370	05	PS Sensory Wave End Transfer	EA	\$ 885.00	24%	\$ 672.60
91371	05	PS Sensory Wave Deck Connect	EA	\$ 487.00	24%	\$ 370.12
91372	05	PS Sensory Wave Return Step	EA	\$ 1,073.00	24%	\$ 815.48
91373	05	PS Sensory Wave Transfer (1' & 1'6")	EA	\$ 1,373.00	24%	\$ 1,043.48
91374	05	PS Sensory Wave Up & On (3' & 3'6")	EA	\$ 2,809.00	24%	\$ 2,134.84

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
91375	05	PS Sensory Wave Up & Around (3' & 3'6")	EA	\$ 4,222.00	24%	\$ 3,208.72
91376	05	PS S Wave Double Up & On (5' & 5'6")	EA	\$ 4,360.00	24%	\$ 3,313.60
91377	05	PS S Wave Up & On LNK (3'-3'6)	EA	\$ 2,517.00	24%	\$ 1,912.92
91378	05	PS S Wave Up & On LNK (4'-4'6)	EA	\$ 2,545.00	24%	\$ 1,934.20
91379	05	PS S Wave Up & On LNK (5'-5'6)	EA	\$ 2,596.00	24%	\$ 1,972.96
91380	05	PS S Wave Up & On LNK (6')	EA	\$ 2,607.00	24%	\$ 1,981.32
91381	05	PS Sensory Wave Up S (3'-3'6)	EA	\$ 5,278.00	24%	\$ 4,011.28
91382	05	PS Sensory Wave Up S (4'-4'6)	EA	\$ 5,364.00	24%	\$ 4,076.64
91383	05	PS Sensory Wave Up S (5'-5'6)	EA	\$ 5,519.00	24%	\$ 4,194.44
91384	05	PS Sensory Wave Up S (6')	EA	\$ 5,596.00	24%	\$ 4,252.96
91385	05	PS S Wave Double Up & On (5'-5'6)	EA	\$ 4,051.00	24%	\$ 3,078.76
91386	05	PS S Wave Double Up & On (6')	EA	\$ 4,072.00	24%	\$ 3,094.72
91387	05	PS S Wave Up & Around (3'-3'6)	EA	\$ 3,981.00	24%	\$ 3,025.56
91388	05	PS S Wave Up & Around (4'-4'6)	EA	\$ 4,038.00	24%	\$ 3,068.88
91389	05	PS S Wave Up & Around (5'-5'6)	EA	\$ 4,143.00	24%	\$ 3,148.68
91390	05	PS S Wave Up & Around (6')	EA	\$ 4,153.00	24%	\$ 3,156.28
91391	05	PS Sensory Wave Up & Over (1'-1'6")	EA	\$ 3,965.00	24%	\$ 3,013.40
91392	05	PS Sensory Wave Up & Over (2'-2'6")	EA	\$ 4,021.00	24%	\$ 3,055.96
91393	05	PS Sensory Wave Up & Over (3'-3'6")	EA	\$ 4,124.00	24%	\$ 3,134.24
91394	05	PS Sensory Wave Up & Over (4'-4'6")	EA	\$ 4,184.00	24%	\$ 3,179.84
91396	05	PS Sensory Wave Footbuck 1' - 1'6"	EA	\$ 270.00	24%	\$ 205.20
91397	05	PS Sensory Wave Footbuck 2' - 2'6"	EA	\$ 297.00	24%	\$ 225.72
91398	05	PS Sensory Wave Footbuck 3' - 3'6"	EA	\$ 349.00	24%	\$ 265.24
91399	05	PS Sensory Wave Footbuck 4' - 4'6"	EA	\$ 379.00	24%	\$ 288.04
91400	05	PS Sensory Wave Footbuck 5' - 5'6"	EA	\$ 432.00	24%	\$ 328.32
91401	05	PS Sensory Wave Footbuck 6'	EA	\$ 431.00	24%	\$ 327.56
91402	05	PS B56Sensory Wave Up & Over (5')+B112	EA	\$ 4,235.00	24%	\$ 3,218.60
91427	05	PS Sensory Wave Transfer (2')	EA	\$ 1,659.00	24%	\$ 1,260.84
91457	05	Sensory Wave Entryway	EA	\$ 544.00	24%	\$ 413.44
91458	05	Sensory Wave Entryway for 2' Deck	EA	\$ 464.00	24%	\$ 352.64
91459	06	Sensory Wave Rock N Raft	EA	\$ 16,603.00	24%	\$ 12,618.28
91460	05	1'6"-2'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,150.00	24%	\$ 11,514.00
91461	05	2'6"-3'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,437.00	24%	\$ 11,732.12
91462	05	3'6"-4'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,516.00	24%	\$ 11,792.16
91463	05	4'6"-5'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,606.00	24%	\$ 11,860.56
91464	05	5'6"-6'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,691.00	24%	\$ 11,925.16
91465	05	6'6"-7'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,780.00	24%	\$ 11,992.80
91466	05	7'6"-8'0" ADA Wide S Wave Ramp Link II	EA	\$ 15,869.00	24%	\$ 12,060.44
91467	05	1' ADA Wide Sensory Wave Ramp Att. II	EA	\$ 14,600.00	24%	\$ 11,096.00
91468	05	1'6"-2'0" ADA Sensory Wave Ramp Att II	EA	\$ 14,698.00	24%	\$ 11,170.48
91469	05	2'6"-3'0" ADA Sensory Wave Ramp Att II	EA	\$ 14,781.00	24%	\$ 11,233.56
91470	05	3'6"-4'0" ADA Sensory Wave Ramp Att II	EA	\$ 14,862.00	24%	\$ 11,295.12
91471	06	1' Sensory Wave Ramp Att. II	EA	\$ 9,822.00	24%	\$ 7,464.72
91472	06	1'6"-2'0" Sensory Wave Ramp Att. II	EA	\$ 9,874.00	24%	\$ 7,504.24

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
91473	06	2'6"-3'0" Sensory Wave Ramp Att. II	EA	\$ 9,905.00	24%	\$ 7,527.80
91474	06	3'6"-4'0" Sensory Wave Ramp Att. II	EA	\$ 9,939.00	24%	\$ 7,553.64
91475	05	1'6"-2'0" Sensory Wave Ramp Link II	EA	\$ 14,089.00	24%	\$ 10,707.64
91476	05	2'6"-3'0" Sensory Wave Ramp Link II	EA	\$ 14,199.00	24%	\$ 10,791.24
91477	05	3'6"-4'0" Sensory Wave Ramp Link II	EA	\$ 14,243.00	24%	\$ 10,824.68
91478	05	4'6"-5'0" Sensory Wave Ramp Link II	EA	\$ 14,271.00	24%	\$ 10,845.96
91479	05	5'6"-6'0" Sensory Wave Ramp Link II	EA	\$ 14,308.00	24%	\$ 10,874.08
91480	05	6'6"-7'0" Sensory Wave Ramp Link II	EA	\$ 14,353.00	24%	\$ 10,908.28
91481	05	7'6"-8'0" Sensory Wave Ramp Link II	EA	\$ 14,398.00	24%	\$ 10,942.48
91482	05	D Ring Entryway	EA	\$ 708.00	24%	\$ 538.08
91483	05	PowerScope Connector Deck	EA	\$ 1,401.00	24%	\$ 1,064.76
91485	06	Slide Enclosure	EA	\$ 923.00	24%	\$ 701.48
91486	06	Vertical Wiggle Climber 4'-4'-6"	EA	\$ 3,031.00	24%	\$ 2,303.56
91487	06	Vertical Wiggle Climber 5'-5'-6"	EA	\$ 3,182.00	24%	\$ 2,418.32
91488	05	Vertical Wiggle Climber 6'-6'-6"	EA	\$ 4,264.00	24%	\$ 3,240.64
91489	06	Vertical Wiggle Climber 7'6" -8'	EA	\$ 5,460.00	24%	\$ 4,149.60
91491	46	33' Sky Run Zip Track w/Zero G Seat	EA	\$ 10,926.00	16%	\$ 9,177.84
91492	46	33' Sky Run Zip Track w/Zip Seat	EA	\$ 12,469.00	16%	\$ 10,473.96
91493	47	33' Sky Run Zip Track w/Zero G Seat (add-a-track)	EA	\$ 9,805.00	9%	\$ 8,922.55
91494	46	33' Sky Run Zip Track w/Zip Seat (add-a-track)	EA	\$ 12,163.00	16%	\$ 10,216.92
91495	10	53' Sky run Zip Track w/Zero-G Seat	EA	\$ 14,861.00	24%	\$ 11,294.36
91496	18	53' Sky Run Zip Track w/Zip Seat	EA	\$ 17,376.00	24%	\$ 13,205.76
91497	40	53' Sky Run Zip Track w/Zero G Seat (add-a-track)	EA	\$ 12,203.00	6%	\$ 11,470.82
91498	46	53' Sky Run Zip Track w/Zip Seat (add-a-track)	EA	\$ 15,441.00	16%	\$ 12,970.44
91499	05	Olympus Climber - 3'0 thru 4'0 attachment	EA	\$ 1,241.00	24%	\$ 943.16
91500	05	Olympus Climber - 5'0 thru 6'0 attachment	EA	\$ 2,100.00	24%	\$ 1,596.00
91501	05	Olympus Climber - 7'0 thru 8'0 attachment	EA	\$ 2,265.00	24%	\$ 1,721.40
91502	05	Olympus Climber - 0'0 Rise Link	EA	\$ 2,172.00	24%	\$ 1,650.72
91503	05	Olympus Climber - 1'0 Rise Link	EA	\$ 2,172.00	24%	\$ 1,650.72
91504	05	Olympus Climber - 2'0 Rise Link	EA	\$ 2,379.00	24%	\$ 1,808.04
91505	05	Olympus Climber - 3'0 thru 4'0 offset attachment	EA	\$ 2,584.00	24%	\$ 1,963.84
91506	05	Olympus Climber - 4'6 offset attachment	EA	\$ 2,791.00	24%	\$ 2,121.16
91507	05	Olympus Climber - 5'0 thru 6'0 offset attachment	EA	\$ 2,792.00	24%	\$ 2,121.92
91509	05	Air Walker	EA	\$ 6,929.00	24%	\$ 5,266.04
91523	05	Ripple Pass	EA	\$ 2,612.00	24%	\$ 1,985.12
91525	05	Double Offset Archway	EA	\$ 815.00	24%	\$ 619.40
91528	05	Twisted Rail Climber 4'/5'	EA	\$ 1,706.00	24%	\$ 1,296.56
91529	05	Twisted Rail Climber 5'6"/6'	EA	\$ 1,706.00	24%	\$ 1,296.56
91530	05	Twisted Rail Climber 6'6"/7'	EA	\$ 1,980.00	24%	\$ 1,504.80
91536	05	Access Platform	EA	\$ 491.00	24%	\$ 373.16
91538	18	Around the World Link	EA	\$ 4,597.00	24%	\$ 3,493.72
100009	16	7/16 Id Bushi	EA	\$ 0.73	24%	\$ 0.55
100228	16	Handrail Assy	EA	\$ 164.00	24%	\$ 124.64
100235	16	Bearings Sealed	EA	\$ 202.00	24%	\$ 153.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
100268	16	Bearing Sealed	EA	\$ 79.00	24%	\$ 60.04
100328	16	Upright	EA	\$ 40.00	24%	\$ 30.40
100334	16	Coil Spring Only	EA	\$ 145.00	24%	\$ 110.20
100367	16	Frame Assy	EA	\$ 155.00	24%	\$ 117.80
100577	16	3 5/8 Alum Slat 72 Lg	EA	\$ 126.00	24%	\$ 95.76
100586	16	Frame Assy	EA	\$ 185.00	24%	\$ 140.60
100594	16	Frame Assy	EA	\$ 145.00	24%	\$ 110.20
100596	16	Hd-328-338-3138-4056	EA	\$ 27.00	24%	\$ 20.52
100599	16	Ball & Cord	EA	\$ 61.00	24%	\$ 46.36
100655	16	Park Bench Slat 8 Lg	EA	\$ 153.00	24%	\$ 116.28
100723	16	Table Angle	EA	\$ 38.00	24%	\$ 28.88
100782	16	Angle Right	EA	\$ 17.30	24%	\$ 13.14
100877	16	Angle Left	EA	\$ 17.30	24%	\$ 13.14
100896	16	Inserts	EA	\$ 4.41	24%	\$ 3.35
101422	16	End Cap-Cast Alum Pre'77'	EA	\$ 14.00	24%	\$ 10.64
101959	16	Rubber Spring	EA	\$ 410.00	24%	\$ 311.60
102701	16	Thrust Bearing	EA	\$ 90.00	24%	\$ 68.40
102813	16	Backhoe Casting	EA	\$ 99.00	24%	\$ 75.24
102820	16	1/2 Id Bronze Bushing	EA	\$ 4.80	24%	\$ 3.64
102966	16	6 Hole Conn Plate	EA	\$ 24.00	24%	\$ 18.24
103049	16	Chain 60" Lg.	EA	\$ 30.00	24%	\$ 22.80
103052	16	Chain 65" Lg.	EA	\$ 31.00	24%	\$ 23.56
103391	16	6 Hole Plate Yellow	EA	\$ 28.00	24%	\$ 21.28
103392	16	6 Hole Plate Blue	EA	\$ 28.00	24%	\$ 21.28
104346	16	Plastic Plug Per Print	EA	\$ 8.10	24%	\$ 6.15
105627	16	Top Mtg Plate	EA	\$ 43.00	24%	\$ 32.68
105758	16	Cover Plate Yellow	EA	\$ 40.00	24%	\$ 30.40
105767	16	Cover Brown	EA	\$ 419.00	24%	\$ 318.44
105796	16	Lateral Yellow	EA	\$ 746.00	24%	\$ 566.96
105797	16	Lateral Brown	EA	\$ 746.00	24%	\$ 566.96
105817	16	Chain 6" Lg.	EA	\$ 3.45	24%	\$ 2.62
105954	16	Alum End Extrusion 12'	EA	\$ 118.00	24%	\$ 89.68
105956	16	Alum Eave Extrusion 24'	EA	\$ 374.00	24%	\$ 284.24
106264	16	Alum Rivet 5/32" Dia	EA	\$ 0.23	24%	\$ 0.17
106787	16	Footbuck Assm	EA	\$ 23.00	24%	\$ 17.48
106913	16	Vinyl Tube	EA	\$ 10.30	24%	\$ 7.82
106994	16	Base Plate	EA	\$ 120.00	24%	\$ 91.20
107921	16	Ties	EA	\$ 2.16	24%	\$ 1.64
109475	16	End Cap - Cast Alum.	EA	\$ 14.60	24%	\$ 11.09
109499	16	Plastic Spacer	EA	\$ 0.67	24%	\$ 0.50
122711	16	Bench Slat 5'-10" Brown	EA	\$ 226.00	24%	\$ 171.76
122712	16	Bench Slat 7'-10" Brown	EA	\$ 253.00	24%	\$ 192.28
122864	16	32 Gal Trash Can W/O Lid	EA	\$ 176.00	24%	\$ 133.76
124511	16	Mtg Brkt 21 5/8" Brown	EA	\$ 29.00	24%	\$ 22.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
124751	16	Base Ass'Y W/Hyd Brake	EA	\$ 3,165.00	24%	\$ 2,405.40
125435	16	Bars - Plain 26" Lg	EA	\$ 11.10	24%	\$ 8.43
125461	16	3/8"Shackle W/Bolt-Pin	EA	\$ 32.00	24%	\$ 24.32
125659	16	#80 Chain 12" Lg	EA	\$ 6.60	24%	\$ 5.01
125880	16	Hdw Comp 7987 & 7988	EA	\$ 115.00	24%	\$ 87.40
126014	16	Clamp Plate 4 1/4"Lg	EA	\$ 3.70	24%	\$ 2.81
126116	16	Bars 24 5/8" Lg	EA	\$ 10.40	24%	\$ 7.90
126117	16	Bars 22 3/4" Lg	EA	\$ 9.10	24%	\$ 6.91
126118	16	Bars 18 3/8" Lg	EA	\$ 8.40	24%	\$ 6.38
126119	16	Bars 23 3/16" Lg	EA	\$ 9.90	24%	\$ 7.52
126775	16	Spring Assembly	EA	\$ 326.00	24%	\$ 247.76
126776	16	Base Plate 10"Lg	EA	\$ 28.00	24%	\$ 21.28
126820	16	Nylon Bushing 3 1/2" Od	EA	\$ 8.60	24%	\$ 6.53
126926	16	3 1/16" Nylon Bearing	EA	\$ 6.50	24%	\$ 4.94
126934	16	Collar 2 1/2"Std Galv 3/4	EA	\$ 20.00	24%	\$ 15.20
127172	16	Alum Ext End Cap 9 5/16"	EA	\$ 16.20	24%	\$ 12.31
127174	16	Alum Ext End Cap 3 5/8"	EA	\$ 8.90	24%	\$ 6.76
127175	16	Plastic Trans Chute Lexan	EA	\$ 348.00	24%	\$ 264.48
127200	16	Hold Down Clamp	EA	\$ 2.28	24%	\$ 1.73
127322	16	Whirl Brake Cover Grey	EA	\$ 93.00	24%	\$ 70.68
127731	16	Base Assy W/Mech Brake	EA	\$ 1,406.00	24%	\$ 1,068.56
127923	16	Chin Bar 45 Deg Adp Bkt R	EA	\$ 91.00	24%	\$ 69.16
127933	16	Adapt Pl 45 Deg Encl L 41"Lg	EA	\$ 74.00	24%	\$ 56.24
128065	16	Verticalical Rung Encl Yel	EA	\$ 440.00	24%	\$ 334.40
128999	16	Dome Cover-Black 20Ga C/R	EA	\$ 871.00	24%	\$ 661.96
129070	16	C Spring Footbuck	EA	\$ 66.00	24%	\$ 50.16
129662	16	#80 Chain 15 7/16" Lg	EA	\$ 8.60	24%	\$ 6.53
131389	16	Jatoba Slat 68 3/4" Lg	EA	\$ 122.00	24%	\$ 92.72
131487	16	Clear Vinyl Tube 14" Lg	EA	\$ 17.00	24%	\$ 12.92
131904	16	Chain 46 3/8" Lg	EA	\$ 23.00	24%	\$ 17.48
134425	16	1/2"X6" Turnbuckle Body	EA	\$ 24.00	24%	\$ 18.24
135038	16	1/2" Anchor Rod 12" Lg	EA	\$ 4.84	24%	\$ 3.67
135436	16	Tube Slide Entrance Secti	EA	\$ 429.00	24%	\$ 326.04
135437	16	Tube Slide Exit Section	EA	\$ 576.00	24%	\$ 437.76
135438	16	21 3/4" Straight Section	EA	\$ 405.00	24%	\$ 307.80
135439	16	45 3/4" Straight Section	EA	\$ 558.00	24%	\$ 424.08
135440	16	57 3/4" Straight Section	EA	\$ 600.00	24%	\$ 456.00
135446	16	Crawl Tube Panel (Ds/Trm)	EA	\$ 279.00	24%	\$ 212.04
135453	16	30Deg Elbow Slide Section	EA	\$ 424.00	24%	\$ 322.24
135460	16	Crawl Tube Panel P'School	EA	\$ 213.00	24%	\$ 161.88
135486	16	Tube Sl Footbuck 56 1/2"	EA	\$ 90.00	24%	\$ 68.40
135490	16	Durascape Roof	EA	\$ 596.00	24%	\$ 452.96
135499	16	1/4" Cherry-Mate Rivet	EA	\$ 0.88	24%	\$ 0.66
135546	16	Rung Encl Panel W/1-800-#	EA	\$ 319.00	24%	\$ 242.44

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
135568	16	30Deg Crawl Tube Section	EA	\$ 424.00	24%	\$ 322.24
135610	16	Tube Sl Exit 15Deg Oset	EA	\$ 576.00	24%	\$ 437.76
135728	16	Roller Mechanism Ass'Y	EA	\$ 294.00	24%	\$ 223.44
135729	16	2.2"Od Roller Skate Wheel	EA	\$ 11.00	24%	\$ 8.36
135835	16	Race Car W/Graphics	EA	\$ 1,179.00	24%	\$ 896.04
135836	16	Police Car W/Graphics	EA	\$ 1,157.00	24%	\$ 879.32
136063	16	Hardware-6055,6056,6057	EA	\$ 196.00	24%	\$ 148.96
136079	16	3/16" Alum Rivet Ads66Abs	EA	\$ 0.41	24%	\$ 0.31
136122	16	Bearing For Skate Wheel	EA	\$ 4.73	24%	\$ 3.59
136163	16	13 1/2"X20 5/8"Windshield	EA	\$ 99.00	24%	\$ 75.24
137191	16	Rung 23 3/8" Lg.	EA	\$ 59.00	24%	\$ 44.84
137234	16	30Deg Beveled Washer	EA	\$ 3.57	24%	\$ 2.71
137342	16	Leg 2 Galv Pipe 114 Lg	EA	\$ 196.00	24%	\$ 148.96
137346	16	Muscle Bar 42" Lg.	EA	\$ 70.00	24%	\$ 53.20
137461	16	2" To 1" Tee (1016)	EA	\$ 57.00	24%	\$ 43.32
137610	16	Dome Roof	EA	\$ 983.00	24%	\$ 747.08
137617	16	Mainliner Tunnel	EA	\$ 794.00	24%	\$ 603.44
137618	16	Self Sealing Pop Rivet	EA	\$ 0.41	24%	\$ 0.31
137625	16	Ttt Universal Panel 41.5"	EA	\$ 287.00	24%	\$ 218.12
137926	16	1" Lw Extension 14" Lg	EA	\$ 11.90	24%	\$ 9.04
138169	16	Snail Eye W/Graphic	EA	\$ 200.00	24%	\$ 152.00
138239	16	1 3/16" Plastic Spacer	EA	\$ 13.00	24%	\$ 9.88
138241	16	Rung 25 7/8"Lg	EA	\$ 11.40	24%	\$ 8.66
138451	16	Hdw Comp 10113	EA	\$ 91.00	24%	\$ 69.16
138522	16	Mounting Bracket Ass'Y	EA	\$ 160.00	24%	\$ 121.60
138531	16	Hardware For 10111	EA	\$ 95.00	24%	\$ 72.20
138532	16	Hardware For 10097	EA	\$ 236.00	24%	\$ 179.36
138533	16	Hardware For 10099	EA	\$ 257.00	24%	\$ 195.32
138534	16	Hardware For 10102	EA	\$ 19.00	24%	\$ 14.44
138535	16	Hardware For 10110	EA	\$ 40.00	24%	\$ 30.40
138551	16	Lexan Bubble 28" Dia	EA	\$ 215.00	24%	\$ 163.40
138554	16	Bubble Encl Panel (Ds/Rp)	EA	\$ 710.00	24%	\$ 539.60
138561	16	Rung Enclosure	EA	\$ 553.00	24%	\$ 420.28
138567	16	Stepping Platform 24"Wd	EA	\$ 722.00	24%	\$ 548.72
138573	16	Hdw Comp 10177	EA	\$ 62.00	24%	\$ 47.12
138649	16	Mega-Loc Clamp	EA	\$ 44.00	24%	\$ 33.44
138652	16	Socket End (Round Pipe)	EA	\$ 21.00	24%	\$ 15.96
138669	16	Plastic Cross Bar-DbI Sld	EA	\$ 190.00	24%	\$ 144.40
138807	16	Hardware For 10154	EA	\$ 87.00	24%	\$ 66.12
138856	16	Hardware For 10193	EA	\$ 109.00	24%	\$ 82.84
138865	16	Hardware For 10108	EA	\$ 83.00	24%	\$ 63.08
138867	16	Bubble Enclos Panel P'Sch	EA	\$ 644.00	24%	\$ 489.44
138871	16	Connecting Plate	EA	\$ 27.00	24%	\$ 20.52
138986	16	Entrance Arch Ass'Y Rp	EA	\$ 500.00	24%	\$ 380.00

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
138996	16	3' Exmt Ladder Handrail	EA	\$ 237.00	24%	\$ 180.12
138999	16	6'Exmt Ladder Handr'L	EA	\$ 301.00	24%	\$ 228.76
139089	16	Hardware For 10000	EA	\$ 26.00	24%	\$ 19.76
139105	16	Cover Plate Ass'Y	EA	\$ 19.00	24%	\$ 14.44
139224	16	21 3/4"Tube Sect W/Ports	EA	\$ 454.00	24%	\$ 345.04
139225	16	21 3/4"Crawl Tube W/Ports	EA	\$ 454.00	24%	\$ 345.04
139226	16	45 3/4"Tube Sect W/Ports	EA	\$ 654.00	24%	\$ 497.04
139227	16	57 3/4"Tube Sect W/Ports	EA	\$ 739.00	24%	\$ 561.64
139228	16	57 3/4"Crawl Tube W/Ports	EA	\$ 739.00	24%	\$ 561.64
139229	16	30Deg Crawl Tube W/Ports	EA	\$ 486.00	24%	\$ 369.36
139230	16	30Deg Elbow Sect W/Ports	EA	\$ 486.00	24%	\$ 369.36
139253	16	Filler Kick Plate	EA	\$ 213.00	24%	\$ 161.88
139310	16	Footbuck 53 13/16"Lg	EA	\$ 135.00	24%	\$ 102.60
139320	16	Gasket (Round Pipe)	EA	\$ 3.11	24%	\$ 2.36
139330	16	Hardware For 10001	EA	\$ 23.00	24%	\$ 17.48
139361	16	Aerosol Paint 4.5 Oz.	EA	\$ 18.00	24%	\$ 13.68
139453	16	Hardware For 10194	EA	\$ 18.00	24%	\$ 13.68
140068	16	Open End Ss Dome Hd Rivet	EA	\$ 1.08	24%	\$ 0.82
140094	16	Hardware For 10198	EA	\$ 79.00	24%	\$ 60.04
140158	16	Pin-In Tool Kit	EA	\$ 112.00	24%	\$ 85.12
140195	16	Alum End Cap 3 15/32"	EA	\$ 21.00	24%	\$ 15.96
140199	16	Straight Leg Frame	EA	\$ 202.00	24%	\$ 153.52
140200	16	Alum End Cap Heavy Wall	EA	\$ 38.00	24%	\$ 28.88
140201	16	Alum End Cap	EA	\$ 31.00	24%	\$ 23.56
140212	16	Plast-O-Meric 3 Oz. Tube	EA	\$ 34.00	24%	\$ 25.84
140429	16	Footbuck Assembly - Black	EA	\$ 62.00	24%	\$ 47.12
140651	16	Nylon Bushing 3"Od	EA	\$ 7.20	24%	\$ 5.47
140840	16	4'Coated Chain Cl Ass'Y	EA	\$ 434.00	24%	\$ 329.84
141129	16	Aluminum Steering Wheel,Black	EA	\$ 343.00	24%	\$ 260.68
141140	16	Coated Chain 46 3/8" Brn	EA	\$ 33.00	24%	\$ 25.08
141268	16	Fire Chief Car Sdle Mate	EA	\$ 1,095.00	24%	\$ 832.20
141296	16	Chain 68"Lg (49 Link)	EA	\$ 34.00	24%	\$ 25.84
141698	16	Hardware For 6051	EA	\$ 270.00	24%	\$ 205.20
141764	16	Db Slide Center Bar W/Tab	EA	\$ 85.00	24%	\$ 64.60
141833	16	Painted Kick Plate	EA	\$ 125.00	24%	\$ 95.00
141834	16	Painted Kick Plate	EA	\$ 129.00	24%	\$ 98.04
141844	16	Punched Step 9 3/4"	EA	\$ 678.00	24%	\$ 515.28
141847	16	Painted Sup Pipe 44 5/8"	EA	\$ 90.00	24%	\$ 68.40
141850	16	Painted Sup Pipe 30 3/8"	EA	\$ 68.00	24%	\$ 51.68
141853	16	Painted Step Handhold	EA	\$ 289.00	24%	\$ 219.64
141874	16	8"Coated Platform	EA	\$ 709.00	24%	\$ 538.84
147013	16	Hardware For 10170/10159	EA	\$ 62.00	24%	\$ 47.12
147029	16	Chain 40 1/2"Lg (29 Link)	EA	\$ 20.00	24%	\$ 15.20
147081	16	Hardware For 10036	EA	\$ 105.00	24%	\$ 79.80

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
147114	16	3'Coated Chain Cl Ass'Y	EA	\$ 352.00	24%	\$ 267.52
147115	16	5'Coated Chain Cl Ass'Y	EA	\$ 512.00	24%	\$ 389.12
147116	16	Frame Assy	EA	\$ 254.00	24%	\$ 193.04
147221	16	1 1/4"Pvc Pipe 10'Lg	EA	\$ 54.00	24%	\$ 41.04
147222	16	1 1/4"Pvc Coupling	EA	\$ 3.91	24%	\$ 2.97
147238	16	45 3/4"Tube Sect W/Ports	EA	\$ 654.00	24%	\$ 497.04
147452	16	90 Degree Curved Slide	EA	\$ 575.00	24%	\$ 437.00
147531	16	Painted Footbuck	EA	\$ 105.00	24%	\$ 79.80
147532	16	Hdw Comp 10282,10283	EA	\$ 101.00	24%	\$ 76.76
147675	16	3 1/2"Alum Cap(Galv Uppt)	EA	\$ 27.00	24%	\$ 20.52
147677	16	3 1/2"Alum Cap(Alum Uppt)	EA	\$ 27.00	24%	\$ 20.52
147684	16	Race Time Panel 38"Hole	EA	\$ 615.00	24%	\$ 467.40
147697	16	D Ring Assy	EA	\$ 217.00	24%	\$ 164.92
147729	16	Dinosaur Purple	EA	\$ 871.00	24%	\$ 661.96
147731	16	Top Mounting Plate	EA	\$ 115.00	24%	\$ 87.40
147732	16	Bottom Mounting Plate	EA	\$ 115.00	24%	\$ 87.40
147762	16	Straight Tot Slide	EA	\$ 576.00	24%	\$ 437.76
147815	16	36"Rung Assembly 38 7/8Lg	EA	\$ 85.00	24%	\$ 64.60
147820	16	60" Rung Assembly	EA	\$ 94.00	24%	\$ 71.44
147845	16	Log Hop Assembly	EA	\$ 284.00	24%	\$ 215.84
147855	16	Bench Leg	EA	\$ 87.00	24%	\$ 66.12
147862	16	Bench Leg	EA	\$ 89.00	24%	\$ 67.64
147872	16	Handrail	EA	\$ 210.00	24%	\$ 159.60
147874	16	Bench Leg	EA	\$ 81.00	24%	\$ 61.56
147914	16	1/4" Finishing Washer	EA	\$ 0.51	24%	\$ 0.38
147928	16	Hardware For 13100	EA	\$ 87.00	24%	\$ 66.12
147935	16	Hardware For 13137	EA	\$ 29.00	24%	\$ 22.04
147938	16	Hardware For 13138	EA	\$ 23.00	24%	\$ 17.48
151080	16	1 1/2" Extension 8" Lg	EA	\$ 11.20	24%	\$ 8.51
151083	16	Punched Bar 84 1/2" Lg	EA	\$ 37.00	24%	\$ 28.12
151115	16	Coated Chain 71" Lg	EA	\$ 44.00	24%	\$ 33.44
151116	16	Coated Chain 95" Lg	EA	\$ 55.00	24%	\$ 41.80
151124	16	80 Chain 95" Lg/68 Links	EA	\$ 45.00	24%	\$ 34.20
151129	16	Hardware For 12202	EA	\$ 7.20	24%	\$ 5.47
151292	16	Hdw Comp 13438,C3438	EA	\$ 19.00	24%	\$ 14.44
151296	16	Roof Adapter Ass'Y	EA	\$ 85.00	24%	\$ 64.60
151297	16	Hdw Comp 12030,13330	EA	\$ 367.00	24%	\$ 278.92
151301	16	Enclosure Frame	EA	\$ 257.00	24%	\$ 195.32
151309	16	Tube Slide Rung Enclosure	EA	\$ 283.00	24%	\$ 215.08
151319	16	Hdw Comp 12215	EA	\$ 5.20	24%	\$ 3.95
151320	16	Hdw Comp 12400	EA	\$ 27.00	24%	\$ 20.52
151322	16	Mounting Tab	EA	\$ 49.00	24%	\$ 37.24
151326	16	Hdw Comp 12402	EA	\$ 20.00	24%	\$ 15.20
151404	16	Hardware For 12210-12213	EA	\$ 5.40	24%	\$ 4.10

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
151470	16	Hdw Comp 12000,12002	EA	\$ 15.00	24%	\$ 11.40
151506	16	Support Pipe 37 3/8"	EA	\$ 63.00	24%	\$ 47.88
151509	16	Support Pipe 45 3/8"	EA	\$ 72.00	24%	\$ 54.72
151512	16	Platform Handhold	EA	\$ 191.00	24%	\$ 145.16
151566	16	Mounting Bracket	EA	\$ 490.00	24%	\$ 372.40
151728	16	Hdw Comp 10376	EA	\$ 18.00	24%	\$ 13.68
151770	16	Tube Support	EA	\$ 150.00	24%	\$ 114.00
151791	16	Hdw Comp 10361	EA	\$ 276.00	24%	\$ 209.76
151861	16	Fire Engine Panel 38"Hole	EA	\$ 639.00	24%	\$ 485.64
151863	16	Rescue 911 Panel 38" Hole	EA	\$ 673.00	24%	\$ 511.48
151895	16	Susp Bridge Mount Bkt	EA	\$ 543.00	24%	\$ 412.68
151904	16	Hdw Comp 12110 Thru 12112	EA	\$ 48.00	24%	\$ 36.48
151915	16	Encl Frame Primetime	EA	\$ 372.00	24%	\$ 282.72
151918	16	Hdw Comp 12551	EA	\$ 23.00	24%	\$ 17.48
151923	16	Hdw Comp 12416	EA	\$ 27.00	24%	\$ 20.52
151940	16	12" Barrier Plate 32 1/4"	EA	\$ 96.00	24%	\$ 72.96
151946	16	Hdw Comp 12436,12437	EA	\$ 14.60	24%	\$ 11.09
151949	16	Mounting Tab	EA	\$ 48.00	24%	\$ 36.48
151992	16	Toss 'N Score W/Numbers	EA	\$ 1,044.00	24%	\$ 793.44
151995	16	Seat C/O	EA	\$ 217.00	24%	\$ 164.92
152028	16	Step Down Rung	EA	\$ 144.00	24%	\$ 109.44
152099	16	Leg Assy 54 3/4" C/O	EA	\$ 245.00	24%	\$ 186.20
152110	16	Extension 8" Lg	EA	\$ 8.60	24%	\$ 6.53
152111	16	Hdw Comp 12216,12217	EA	\$ 34.00	24%	\$ 25.84
152132	16	Barrier Assy	EA	\$ 395.00	24%	\$ 300.20
152136	16	Barrier Assy	EA	\$ 460.00	24%	\$ 349.60
152144	16	Mounting Tab (Left)	EA	\$ 48.00	24%	\$ 36.48
152145	16	Mounting Tab (Right)	EA	\$ 48.00	24%	\$ 36.48
152147	16	Painted Bench Frame	EA	\$ 162.00	24%	\$ 123.12
152163	16	Dring Encl-Primetime	EA	\$ 196.00	24%	\$ 148.96
152172	16	Footbuck 54 3/8" Lg	EA	\$ 137.00	24%	\$ 104.12
152340	16	3/4"Dia X30"Lg Galv Stake	EA	\$ 23.00	24%	\$ 17.48
152365	16	Hdw Comp 10456-10461	EA	\$ 202.00	24%	\$ 153.52
152423	16	Suspension Bridge H'Rail	EA	\$ 1,098.00	24%	\$ 834.48
152424	16	8Mm Chain 114 1/2"	EA	\$ 141.00	24%	\$ 107.16
152425	16	Footboard 17"X 46 11/16"	EA	\$ 422.00	24%	\$ 320.72
152441	16	3/4" Rubber Spacer	EA	\$ 13.20	24%	\$ 10.03
152473	16	Hdw Comp 10315	EA	\$ 962.00	24%	\$ 731.12
152500	16	Square Roof Section	EA	\$ 690.00	24%	\$ 524.40
152501	16	Triangular Roof Section	EA	\$ 621.00	24%	\$ 471.96
152552	16	Space Window Encl Assy	EA	\$ 853.00	24%	\$ 648.28
152557	16	Hdw Comp 12540,12541	EA	\$ 129.00	24%	\$ 98.04
152560	16	Hdw Comp 10018-10021	EA	\$ 92.00	24%	\$ 69.92
152561	16	Hdw Comp 13492-13495	EA	\$ 280.00	24%	\$ 212.80

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
152609	16	Hdw Comp 10373,10374	EA	\$ 150.00	24%	\$ 114.00
152639	16	30 Deg Elbow Sec W/Ports	EA	\$ 486.00	24%	\$ 369.36
152640	16	30 Deg Crawl Tube W/Windows	EA	\$ 486.00	24%	\$ 369.36
152668	16	Step Rung Assy C/O	EA	\$ 92.00	24%	\$ 69.92
152675	16	Molded Swing Seat	EA	\$ 131.00	24%	\$ 99.56
152705	16	Hdw Comp 10142,10143	EA	\$ 104.00	24%	\$ 79.04
152766	16	Hdw Comp 12314	EA	\$ 129.00	24%	\$ 98.04
152803	16	Sgl Socket Arch C/O	EA	\$ 1,201.00	24%	\$ 912.76
152805	16	Dbl Socket Arch C/O	EA	\$ 1,312.00	24%	\$ 997.12
152821	16	Hdw Comp 12583,12584	EA	\$ 9.40	24%	\$ 7.14
152833	16	Coated Chain 68"Lg(49 Lk)	EA	\$ 43.00	24%	\$ 32.68
152847	16	Interactive Mounting Cap	EA	\$ 54.00	24%	\$ 41.04
152850	16	Base Plate Pkg-1.315"Od	EA	\$ 92.00	24%	\$ 69.92
152851	16	Base Plate Pkg-1.66"Od	EA	\$ 90.00	24%	\$ 68.40
152852	16	Base Plate Pkg-1.90"Od	EA	\$ 92.00	24%	\$ 69.92
152853	16	Base Plate Pkg-2.375"Od	EA	\$ 94.00	24%	\$ 71.44
152854	16	Base Plate Pkg-2.875"Od	EA	\$ 102.00	24%	\$ 77.52
152855	16	Base Plate Pkg-5"Upright	EA	\$ 160.00	24%	\$ 121.60
152856	16	Base Plate Hdw Pkg Sm360	EA	\$ 138.00	24%	\$ 104.88
153026	16	Lexan Skylight 40 13/16Sq	EA	\$ 1,007.00	24%	\$ 765.32
153119	16	Single Tab C/O	EA	\$ 76.00	24%	\$ 57.76
153133	16	Mech Galvanized Casting	EA	\$ 15.00	24%	\$ 11.40
153134	16	"S"Hook\Casting Assy	EA	\$ 22.00	24%	\$ 16.72
153195	16	28" Bug Eye Bubble	EA	\$ 778.00	24%	\$ 591.28
153198	16	Hdw Comp Toss'N Score	EA	\$ 30.00	24%	\$ 22.80
153332	16	1.029" Rung 26 3/4" Lg	EA	\$ 11.00	24%	\$ 8.36
153651	16	24" St Section 30"Dia	EA	\$ 500.00	24%	\$ 380.00
153653	16	49" Tube Section	EA	\$ 642.00	24%	\$ 487.92
153655	16	30 Deg Elbow Sec 30" Dia	EA	\$ 534.00	24%	\$ 405.84
153667	16	36" Handhold Assy	EA	\$ 149.00	24%	\$ 113.24
153683	16	Trapeze Bar Assy 19 3/4"	EA	\$ 95.00	24%	\$ 72.20
153734	16	Entrance Sectiion 30 Deg	EA	\$ 618.00	24%	\$ 469.68
153738	16	Belt Seat #S115	EA	\$ 166.00	24%	\$ 126.16
153746	16	Fully Enclosed Tot Seat	EA	\$ 288.00	24%	\$ 218.88
153749	16	Crawl Tube Panel 30" Dia	EA	\$ 257.00	24%	\$ 195.32
153789	16	Footbuck Assy C/O	EA	\$ 92.00	24%	\$ 69.92
153792	16	Mounting Bracket	EA	\$ 123.00	24%	\$ 93.48
153844	16	90 Deg Elbow Sec 30" Dia	EA	\$ 583.00	24%	\$ 443.08
153864	16	Coated Chain 64" Lg Brn	EA	\$ 41.00	24%	\$ 31.16
153867	16	Chain 87" Lg	EA	\$ 41.00	24%	\$ 31.16
153868	16	Coated Chain 87" Lg Brn	EA	\$ 51.00	24%	\$ 38.76
153869	16	Coated Chain 63" Lg Brn	EA	\$ 40.00	24%	\$ 30.40
154026	16	Coated Chain Net 43 1/2"	EA	\$ 170.00	24%	\$ 129.20
154027	16	Coated Chain Net 55 7/16"	EA	\$ 206.00	24%	\$ 156.56

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
154028	16	Coated Chain Net 67 13/16	EA	\$ 243.00	24%	\$ 184.68
154047	16	Small Sign Backing Assy	EA	\$ 164.00	24%	\$ 124.64
154132	16	30Deg Elbow W/Ports	EA	\$ 596.00	24%	\$ 452.96
154133	16	30Deg Crawl Tube W/Ports	EA	\$ 596.00	24%	\$ 452.96
154159	16	Coated Mounting Bkt	EA	\$ 433.00	24%	\$ 329.08
154205	16	Inside Trim-Black	EA	\$ 55.00	24%	\$ 41.80
154206	16	Outside Trim-Black	EA	\$ 131.00	24%	\$ 99.56
154208	16	Nylon Tap-Anchor 1 3/4"Lg	EA	\$ 1.43	24%	\$ 1.08
154236	16	Casting Assy	EA	\$ 71.00	24%	\$ 53.96
154293	16	Table Brace 36 1/8"Lg	EA	\$ 23.00	24%	\$ 17.48
154320	16	Filler Bkt Assy	EA	\$ 86.00	24%	\$ 65.36
154333	16	Footbuck Assy C/O	EA	\$ 141.00	24%	\$ 107.16
154340	16	Hdw Comp 10565,10566	EA	\$ 107.00	24%	\$ 81.32
154351	16	Cross Bar-Bigfoot Slide	EA	\$ 215.00	24%	\$ 163.40
154413	16	Center Bar Assy C/O	EA	\$ 95.00	24%	\$ 72.20
154416	16	Filler	EA	\$ 178.00	24%	\$ 135.28
154428	16	Center Bar 29 3/4" C/O	EA	\$ 99.00	24%	\$ 75.24
154445	16	Support Rung 26 3/16" C/O	EA	\$ 99.00	24%	\$ 75.24
154446	16	Footbuck Assy C/O	EA	\$ 132.00	24%	\$ 100.32
154448	16	Footbuck Assy C/O	EA	\$ 147.00	24%	\$ 111.72
154459	16	Bottom Ring Assy	EA	\$ 632.00	24%	\$ 480.32
154467	16	Footbuck Assy C/O	EA	\$ 136.00	24%	\$ 103.36
154469	16	Footbuck Assy C/O	EA	\$ 136.00	24%	\$ 103.36
154514	16	Hdw Comp 10587	EA	\$ 97.00	24%	\$ 73.72
154521	16	Hdw Comp 10594	EA	\$ 110.00	24%	\$ 83.60
154579	16	Hdw Comp 10598	EA	\$ 138.00	24%	\$ 104.88
154689	16	Hdw Comp 10606,10609	EA	\$ 66.00	24%	\$ 50.16
154690	16	30 Deg Elbow W/15 Deg Holes	EA	\$ 534.00	24%	\$ 405.84
154759	16	Hdw Comp 12553	EA	\$ 26.00	24%	\$ 19.76
154834	16	Wishbone Bracket	EA	\$ 74.00	24%	\$ 56.24
154835	16	Hdw Comp 10498	EA	\$ 293.00	24%	\$ 222.68
155426	16	Footbuck 30 11/16" Black	EA	\$ 106.00	24%	\$ 80.56
155434	16	Guardrail Assy 115"Lg	EA	\$ 735.00	24%	\$ 558.60
155505	16	Clear P-A-B Tube Section	EA	\$ 2,201.00	24%	\$ 1,672.76
155506	16	Rivet #Balm-8Bpb-8	EA	\$ 1.70	24%	\$ 1.29
155543	16	Enclosure Assy	EA	\$ 209.00	24%	\$ 158.84
155608	16	Smoke P-A-B Tube Section	EA	\$ 2,461.00	24%	\$ 1,870.36
155611	16	Shuttle Stop	EA	\$ 5.90	24%	\$ 4.48
155701	16	Tube Support	EA	\$ 157.00	24%	\$ 119.32
156013	16	Guardrail Assy	EA	\$ 606.00	24%	\$ 460.56
156062	16	Toprail-Single Post Swing	EA	\$ 428.00	24%	\$ 325.28
156079	16	Molded Bolt Guard	EA	\$ 2.31	24%	\$ 1.75
156143	16	Arch Assembly 32 7/8"Wide	EA	\$ 425.00	24%	\$ 323.00
156151	16	Arch Assembly 42 3/8"Wide	EA	\$ 502.00	24%	\$ 381.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
156178	16	Mounting Bracket	EA	\$ 512.00	24%	\$ 389.12
156194	16	Mounting Sleeve 5 1/2"Lg	EA	\$ 42.00	24%	\$ 31.92
156351	16	Swedged Pipe 37 1/8"Lg	EA	\$ 110.00	24%	\$ 83.60
156391	16	Tube Support 92 7/16"	EA	\$ 151.00	24%	\$ 114.76
156402	16	Rotomolded Tire-Gray	EA	\$ 334.00	24%	\$ 253.84
156409	16	Molded Nose Handle	EA	\$ 10.90	24%	\$ 8.28
156427	16	Piston Panel Assy	EA	\$ 2,190.00	24%	\$ 1,664.40
156497	16	Coated Chain Net 82 7/16"	EA	\$ 474.00	24%	\$ 360.24
156507	16	Hdw Comp 10768	EA	\$ 15.00	24%	\$ 11.40
156554	16	Frame 69 5/16"Lg	EA	\$ 121.00	24%	\$ 91.96
156674	16	Swedged Pipe 33 1/8"Lg	EA	\$ 106.00	24%	\$ 80.56
156713	16	Mounting Bracket	EA	\$ 415.00	24%	\$ 315.40
156749	16	Hdw Comp Dragon	EA	\$ 49.00	24%	\$ 37.24
156778	16	Gametime Sign 5-12 Yr Old	EA	\$ 629.00	24%	\$ 478.04
156872	16	Hdw Comp 10777	EA	\$ 642.00	24%	\$ 487.92
156904	16	Decorative Barrier	EA	\$ 303.00	24%	\$ 230.28
157000	16	Top Clevis 2 3/8" Galv	EA	\$ 19.00	24%	\$ 14.44
157002	16	Top Clevis 3 1/2"Top Rail	EA	\$ 21.00	24%	\$ 15.96
157009	16	Trapeze Pendulum Assy	EA	\$ 26.00	24%	\$ 19.76
157010	16	Pendulum Assy	EA	\$ 26.00	24%	\$ 19.76
157011	16	Btm Clevis 2 3/8"Top Rail	EA	\$ 31.00	24%	\$ 23.56
157012	16	Bottom Clevis Assy	EA	\$ 33.00	24%	\$ 25.08
157014	16	Trapeze Bottom Clevis	EA	\$ 35.00	24%	\$ 26.60
157034	16	Upright Assy 39 5/16"Lg	EA	\$ 214.00	24%	\$ 162.64
157234	16	Footbuck Assy Black	EA	\$ 78.00	24%	\$ 59.28
157327	16	Mount Sleeve 6"Lg Black	EA	\$ 41.00	24%	\$ 31.16
157331	16	Hdw Comp 10846	EA	\$ 722.00	24%	\$ 548.72
157379	16	Hdw Comp 13506	EA	\$ 127.00	24%	\$ 96.52
157457	16	Dbl Trap Toprail 120 1/16	EA	\$ 696.00	24%	\$ 528.96
157544	16	Logo Plate Green	EA	\$ 56.00	24%	\$ 42.56
157593	16	Hdw Comp Gametime Signs	EA	\$ 9.70	24%	\$ 7.37
157594	16	Toad Stool Seat W/Plate	EA	\$ 410.00	24%	\$ 311.60
157704	16	Perm Mount Leg C/O	EA	\$ 230.00	24%	\$ 174.80
157715	16	Leg Assy 42"Lg Alum	EA	\$ 99.00	24%	\$ 75.24
157740	16	16 Oz Graiti Remover	EA	\$ 51.00	24%	\$ 38.76
157742	16	8 Oz Graffiti Remover	EA	\$ 40.00	24%	\$ 30.40
157845	16	Flat Recp Top 25"Dia	EA	\$ 220.00	24%	\$ 167.20
157851	16	Port Leg Assy C/O	EA	\$ 244.00	24%	\$ 185.44
157858	16	Hdw Comp 6064	EA	\$ 196.00	24%	\$ 148.96
157860	16	Jumbo Flyer Assy	EA	\$ 1,267.00	24%	\$ 962.92
157867	16	Hdw Comp 1835,P1835	EA	\$ 12.40	24%	\$ 9.42
157941	16	Hdw Comp 10303	EA	\$ 130.00	24%	\$ 98.80
157942	16	Hdw Comp 10304	EA	\$ 162.00	24%	\$ 123.12
157946	16	Hdw Comp 10570	EA	\$ 226.00	24%	\$ 171.76

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
158193	16	Hdw Comp K/T Panels	EA	\$ 23.00	24%	\$ 17.48
158214	16	Coated Chain Net 60"Lg	EA	\$ 363.00	24%	\$ 275.88
158217	16	Chain Net 68"Lg	EA	\$ 417.00	24%	\$ 316.92
158218	16	Coated Chain Net 82 7/16"	EA	\$ 518.00	24%	\$ 393.68
158223	16	Top Clevis 2 3/8"Top Rail	EA	\$ 36.00	24%	\$ 27.36
158227	16	Trapeze Bottom Clevis	EA	\$ 49.00	24%	\$ 37.24
158244	16	Bubble Panel	EA	\$ 684.00	24%	\$ 519.84
158273	16	Hdw Comp 10067,10068	EA	\$ 335.00	24%	\$ 254.60
158274	16	Hdw Comp 10235-10237	EA	\$ 242.00	24%	\$ 183.92
158279	16	Pin-In Tool Kit(Torx Bit)	EA	\$ 62.00	24%	\$ 47.12
158292	16	Shuttle Stop	EA	\$ 37.00	24%	\$ 28.12
158300	16	Little Foot Slide	EA	\$ 643.00	24%	\$ 488.68
158317	16	Wavy Mirror Panel Ass'Y	EA	\$ 1,211.00	24%	\$ 920.36
158320	16	Footbuck Assy 30 13/16"	EA	\$ 98.00	24%	\$ 74.48
158331	16	Trapeze Bar Assy	EA	\$ 80.00	24%	\$ 60.80
158332	16	Tic-Tac-Toe Game Piece	EA	\$ 612.00	24%	\$ 465.12
158365	16	Hdw Comp 12198,12199	EA	\$ 20.00	24%	\$ 15.20
158407	16	Hdw Comp 22003	EA	\$ 11.10	24%	\$ 8.43
158418	16	Bent Rung 25 11/16"Lg	EA	\$ 26.00	24%	\$ 19.76
158530	16	Parallel Bar 70" Hi	EA	\$ 444.00	24%	\$ 337.44
158535	16	Swedged Pipe 10"Lg	EA	\$ 20.00	24%	\$ 15.20
158565	16	Hdw Comp 12478	EA	\$ 75.00	24%	\$ 57.00
158566	16	Hdw Comp 12479	EA	\$ 141.00	24%	\$ 107.16
158603	16	Universal Hood	EA	\$ 442.00	24%	\$ 335.92
158677	16	Animal Pieces-Set Of 9	EA	\$ 640.00	24%	\$ 486.40
158679	16	Species-Set Of 9	EA	\$ 573.00	24%	\$ 435.48
158766	16	Counting Pieces-Set Of 9	EA	\$ 571.00	24%	\$ 433.96
158850	16	Treescape Deck	EA	\$ 621.00	24%	\$ 471.96
158855	16	3'-0" Access Ladder	EA	\$ 1,014.00	24%	\$ 770.64
158867	16	4'-0" Access Ladder	EA	\$ 1,196.00	24%	\$ 908.96
158898	16	2'-6"Coated Punched Stair	EA	\$ 684.00	24%	\$ 519.84
158913	16	Punched Steel Platform	EA	\$ 857.00	24%	\$ 651.32
158916	16	Punched Steel Ramp 72 1/8	EA	\$ 1,542.00	24%	\$ 1,171.92
158921	16	8"Punched Step	EA	\$ 497.00	24%	\$ 377.72
158938	16	3'-0"Coated Punched Stair	EA	\$ 808.00	24%	\$ 614.08
158940	16	Punch Step Assy 38 1/8"Sl	EA	\$ 585.00	24%	\$ 444.60
158944	16	Punched Trans Step	EA	\$ 891.00	24%	\$ 677.16
158952	16	Punch 2 Step Assy 36 7/8S	EA	\$ 878.00	24%	\$ 667.28
158955	16	3'-0"Punch Step 67 9/16Sl	EA	\$ 1,652.00	24%	\$ 1,255.52
158978	16	Mini Arch Bridge Deck	EA	\$ 1,083.00	24%	\$ 823.08
158982	16	Diamond Deck (Punched Steel)	EA	\$ 1,160.00	24%	\$ 881.60
158990	16	Footbuck Assy 30 1/4"Lg	EA	\$ 125.00	24%	\$ 95.00
158994	16	Coated Platform 25"Sq	EA	\$ 447.00	24%	\$ 339.72
158997	16	Crows Nest Punched Plat	EA	\$ 413.00	24%	\$ 313.88

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
159003	16	Coated Step Assy	EA	\$ 308.00	24%	\$ 234.08
159007	16	Punched Footboard	EA	\$ 365.00	24%	\$ 277.40
159031	16	Slide Platform 53 9/16"Lg	EA	\$ 1,134.00	24%	\$ 861.84
159053	16	90 Deg Funnel Bdg Deck	EA	\$ 1,216.00	24%	\$ 924.16
159061	16	Punched Walkway 58 15/16"	EA	\$ 616.00	24%	\$ 468.16
159064	16	Punched Walkway 49"Lg	EA	\$ 521.00	24%	\$ 395.96
159083	16	Punched Arch Half 58 7/8"	EA	\$ 1,241.00	24%	\$ 943.16
159194	54	Swivel Assembly Black	EA	\$ 288.00	9%	\$ 262.08
159250	16	Retrofit Tool Kit	EA	\$ 59.00	24%	\$ 44.84
159254	16	P/T Punched Footboard	EA	\$ 278.00	24%	\$ 211.28
159258	16	36"Sq P/T Punched Deck	EA	\$ 669.00	24%	\$ 508.44
159282	16	Punched Mini Arch Bridge	EA	\$ 650.00	24%	\$ 494.00
159301	16	P/T Punch Funnel Bdg 36"	EA	\$ 353.00	24%	\$ 268.28
159311	16	P/T Punched Arch Bridge	EA	\$ 1,700.00	24%	\$ 1,292.00
159312	16	Punched P/T Triangle Deck	EA	\$ 430.00	24%	\$ 326.80
159317	16	Punched P/T Rect Deck	EA	\$ 821.00	24%	\$ 623.96
159326	16	Hdw Comp K/T Top Upright	EA	\$ 8.90	24%	\$ 6.76
159332	16	Surface Mt Foot-Black	EA	\$ 45.00	24%	\$ 34.20
159378	16	Swedged Pipe 48 1/2"Lg	EA	\$ 96.00	24%	\$ 72.96
159389	16	Connect Sleeve 3 1/16"Wd	EA	\$ 69.00	24%	\$ 52.44
159574	16	Chain Net 82 7/16"	EA	\$ 477.00	24%	\$ 362.52
159576	16	Hdw Comp 10991	EA	\$ 282.00	24%	\$ 214.32
159577	16	Chain 2 Links Lg	EA	\$ 4.39	24%	\$ 3.33
159580	16	Side Bar Assy (Left)	EA	\$ 79.00	24%	\$ 60.04
159582	16	Side Bar Assy (Right)	EA	\$ 79.00	24%	\$ 60.04
159587	16	2 3/16"Od Washer 5/16 Tap	EA	\$ 17.20	24%	\$ 13.07
159709	16	Kidtime Tool Kit	EA	\$ 22.00	24%	\$ 16.72
159800	16	Wave Climber	EA	\$ 555.00	24%	\$ 421.80
159811	16	Gt Stockcar	EA	\$ 1,438.00	24%	\$ 1,092.88
159842	16	Coated 2 Step Assy	EA	\$ 812.00	24%	\$ 617.12
159939	16	2" Sq Tubing Cap	EA	\$ 3.82	24%	\$ 2.90
160118	16	Hdw Comp 17020	EA	\$ 18.00	24%	\$ 13.68
160179	16	Hdw Gt Stockcar	EA	\$ 256.00	24%	\$ 194.56
160180	16	Tube Support 88 9/16"Lg	EA	\$ 169.00	24%	\$ 128.44
160188	16	Punched Seat 96 5/8"Lg	EA	\$ 903.00	24%	\$ 686.28
160191	16	Punched Seat 60 5/8"Lg	EA	\$ 468.00	24%	\$ 355.68
160198	16	Kidcurb-Regrind	EA	\$ 103.00	24%	\$ 78.28
160199	16	90 Deg 30"W/15 Deg Flange	EA	\$ 586.00	24%	\$ 445.36
160200	16	Hdw Comp K/T Bottom Upr	EA	\$ 6.30	24%	\$ 4.78
160202	16	24"St Sec 15 Deg Flange	EA	\$ 503.00	24%	\$ 382.28
160208	16	Sand Cups (Set Of 4)	EA	\$ 50.00	24%	\$ 38.00
160216	16	8"Deck Leg W/1 1/2"Dia	EA	\$ 82.00	24%	\$ 62.32
160217	16	16"Deck Leg W/1 1/2"Dia	EA	\$ 111.00	24%	\$ 84.36
160221	16	90 Deg Upr W/1 1/2"Dia	EA	\$ 128.00	24%	\$ 97.28

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
160222	16	90 Deg Upr W/Label 1 1/2"	EA	\$ 166.00	24%	\$ 126.16
160223	16	Left 180Deg Upr 1 1/2"Dia	EA	\$ 220.00	24%	\$ 167.20
160224	16	Right 180Deg Upr 1 1/2"	EA	\$ 220.00	24%	\$ 167.20
160230	16	Double Deck W/1 1/2"Hole	EA	\$ 1,135.00	24%	\$ 862.60
160231	16	Hdw Comp K/T Top Upright	EA	\$ 9.20	24%	\$ 6.99
160301	16	Pipe W/Insert 23 1/2"Lg	EA	\$ 27.00	24%	\$ 20.52
160362	16	Hdw Comp Kidcurb	EA	\$ 10.20	24%	\$ 7.75
160410	16	Footbuck 33 3/8"Lg	EA	\$ 82.00	24%	\$ 62.32
160413	16	Hdw Comp Wave Climber	EA	\$ 20.00	24%	\$ 15.20
160428	16	Deck Cap	EA	\$ 15.20	24%	\$ 11.55
160477	16	Hdw Comp Cargo Net Wall	EA	\$ 80.00	24%	\$ 60.80
160478	16	Hdw Comp Cargo Net Wall	EA	\$ 148.00	24%	\$ 112.48
160505	16	8'Punched Seat Assy	EA	\$ 644.00	24%	\$ 489.44
160523	16	Mounting Tab 3 9/16"Wd	EA	\$ 77.00	24%	\$ 58.52
160539	16	Coated Chain 13 1/8"Brown	EA	\$ 17.00	24%	\$ 12.92
160540	16	Hdw Comp 12734	EA	\$ 421.00	24%	\$ 319.96
160634	16	Dbl Slide Mount Pipe	EA	\$ 131.00	24%	\$ 99.56
160645	16	Punched Platform 25 1/2"	EA	\$ 776.00	24%	\$ 589.76
160662	16	Upright Assy 43 5/16"Lg	EA	\$ 239.00	24%	\$ 181.64
160670	16	Punched 2 Step 28 7/8"	EA	\$ 636.00	24%	\$ 483.36
160674	16	Punched 3 Step 43 1/8"	EA	\$ 936.00	24%	\$ 711.36
160693	16	Punched Step Platform	EA	\$ 561.00	24%	\$ 426.36
160695	16	Hdw Comp 18108,18109	EA	\$ 10.90	24%	\$ 8.28
160701	16	Upright Assy 31 5/16"Lg	EA	\$ 182.00	24%	\$ 138.32
160704	16	Upright Assy 35 5/16"Lg	EA	\$ 196.00	24%	\$ 148.96
160893	16	Punched Seat Assy 72"Lg	EA	\$ 428.00	24%	\$ 325.28
160906	16	Diagonal Brace 28 9/16"Lg	EA	\$ 49.00	24%	\$ 37.24
160938	16	Punched Seat 36"Lg	EA	\$ 255.00	24%	\$ 193.80
160949	16	Punched Receptacle 30 1/8	EA	\$ 996.00	24%	\$ 756.96
160982	16	Punched Pipe 41 1/2"Lg	EA	\$ 27.00	24%	\$ 20.52
161026	16	On-Ground Foot 8 3/4"Blk	EA	\$ 85.00	24%	\$ 64.60
161055	16	Pipe W/Insert 58"Lg	EA	\$ 44.00	24%	\$ 33.44
161057	16	Pipe W/Insert 66"Lg	EA	\$ 47.00	24%	\$ 35.72
161059	16	Pipe W/Insert 74"Lg	EA	\$ 51.00	24%	\$ 38.76
161254	16	P/S Square Deck Hardware	EA	\$ 20.00	24%	\$ 15.20
161255	16	P/S Tri Deck Hardware	EA	\$ 18.00	24%	\$ 13.68
161257	16	P/S Stepped Deck Hardware	EA	\$ 22.00	24%	\$ 16.72
161267	16	Square Deck Hardware	EA	\$ 25.00	24%	\$ 19.00
161268	16	Triangle Deck Hardware	EA	\$ 22.00	24%	\$ 16.72
161301	16	Trapeze Ring Hanger	EA	\$ 89.00	24%	\$ 67.64
161342	16	Hdw Comp 18015 Funnel Bdg	EA	\$ 215.00	24%	\$ 163.40
161363	16	Hdw Comp Access Ladder	EA	\$ 118.00	24%	\$ 89.68
161478	16	Handle Assy	EA	\$ 78.00	24%	\$ 59.28
161522	16	Hdw Comp P/T Square Deck	EA	\$ 14.00	24%	\$ 10.64

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
161523	16	Hdw Comp P/T Triangle Dk	EA	\$ 10.90	24%	\$ 8.28
161558	16	Hdw Comp P/T Access Attch	EA	\$ 13.00	24%	\$ 9.88
161572	16	Hdw Comp P/T Punch Stair	EA	\$ 30.00	24%	\$ 22.80
161678	16	H'Rail Assy 88 11/16 "Lg	EA	\$ 296.00	24%	\$ 224.96
161684	16	3'Punched Step 35" SI	EA	\$ 654.00	24%	\$ 497.04
161695	16	Hdw Comp 18027	EA	\$ 142.00	24%	\$ 107.92
161853	16	D-Shackle W/No Snag Pin	EA	\$ 29.00	24%	\$ 22.04
161937	16	Exit Section	EA	\$ 907.00	24%	\$ 689.32
161938	16	Straight Section	EA	\$ 408.00	24%	\$ 310.08
161939	16	Left Curve Section	EA	\$ 408.00	24%	\$ 310.08
161940	16	Right Curve Section	EA	\$ 408.00	24%	\$ 310.08
162417	16	Rain Wheel Panel-Gray	EA	\$ 1,516.00	24%	\$ 1,152.16
162520	16	Handrail Assy 30" Lg	EA	\$ 638.00	24%	\$ 484.88
162546	16	Attachment Rail 38 13/16"	EA	\$ 306.00	24%	\$ 232.56
162562	16	Attachment Rail 39 1/8"Lg	EA	\$ 228.00	24%	\$ 173.28
162590	16	Cross Bar 45 3/16"(Left)	EA	\$ 483.00	24%	\$ 367.08
162592	16	Cross Bar 45 3/16"(Right)	EA	\$ 483.00	24%	\$ 367.08
162618	16	Entrance Arch Ass'Y	EA	\$ 672.00	24%	\$ 510.72
162672	16	Hdw Comp Transfer Point	EA	\$ 40.00	24%	\$ 30.40
162675	16	Hdw Comp 90Deg Funnel Bdg	EA	\$ 210.00	24%	\$ 159.60
162679	16	Hdw Comp 12082	EA	\$ 54.00	24%	\$ 41.04
162696	16	Hdw-Wildslide Exit Sec	EA	\$ 7.90	24%	\$ 6.00
162697	16	Hdw-Wildslide Sections	EA	\$ 5.14	24%	\$ 3.90
162699	16	Hdw-Wildslide Exit Sec	EA	\$ 14.00	24%	\$ 10.64
162700	16	Hdw-Wildslide Sections	EA	\$ 8.60	24%	\$ 6.53
162759	16	Hdw Comp 18005,18045	EA	\$ 100.00	24%	\$ 76.00
162779	16	Swedged Extention 29"Lg	EA	\$ 24.00	24%	\$ 18.24
162783	16	Hardware 18007,18017-19	EA	\$ 274.00	24%	\$ 208.24
162785	16	P/S Arch Bridge Hdw	EA	\$ 86.00	24%	\$ 65.36
162796	16	P/S 2'& 3'Access Link Hdw	EA	\$ 54.00	24%	\$ 41.04
162818	16	Hdw Comp 18090	EA	\$ 94.00	24%	\$ 71.44
162964	16	Nylon Locking Collar	EA	\$ 0.96	24%	\$ 0.72
162987	16	Hdw-Saddlemate Mount	EA	\$ 9.40	24%	\$ 7.14
163097	16	Handrail Assy 115"Lg	EA	\$ 1,300.00	24%	\$ 988.00
163101	16	Handrail Assy 58 1/2"Lg	EA	\$ 925.00	24%	\$ 703.00
163115	16	Molded Swing Seat-Black	EA	\$ 87.00	24%	\$ 66.12
163123	16	Handrail Assy (Arch Brdg)	EA	\$ 1,627.00	24%	\$ 1,236.52
163191	16	3'-0"Handrail 96 3/4"Lg	EA	\$ 313.00	24%	\$ 237.88
163235	16	Steering Wheel Assembly	EA	\$ 172.00	24%	\$ 130.72
163277	16	Racetime Steering Wheel	EA	\$ 184.00	24%	\$ 139.84
163307	16	49"Sq Punched Steel Deck	EA	\$ 1,053.00	24%	\$ 800.28
163317	16	Punched Triangle Deck	EA	\$ 652.00	24%	\$ 495.52
163335	16	6"Stepped Platform	EA	\$ 784.00	24%	\$ 595.84
163338	16	12"Stepped Platform	EA	\$ 804.00	24%	\$ 611.04

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
163360	16	Diamond Deck	EA	\$ 1,291.00	24%	\$ 981.16
163420	16	Entry Archway	EA	\$ 552.00	24%	\$ 419.52
163452	16	1/2"Partition Sex Nut	EA	\$ 9.40	24%	\$ 7.14
163473	16	Bottom Plate 12" X 14"Blk	EA	\$ 87.00	24%	\$ 66.12
163519	16	Panel Attachment-Gray Stl	EA	\$ 24.00	24%	\$ 18.24
163635	16	Oset Archway 66 3/8"Lg	EA	\$ 466.00	24%	\$ 354.16
163940	16	Crawl Tube Panel 30"P/S+	EA	\$ 279.00	24%	\$ 212.04
164036	16	Hdw-Wave Climber	EA	\$ 20.00	24%	\$ 15.20
164086	16	Hdw-Toad Stool Climber	EA	\$ 20.00	24%	\$ 15.20
164136	16	Hdw-Megarock	EA	\$ 25.00	24%	\$ 19.00
164200	16	Rung Enclosure	EA	\$ 534.00	24%	\$ 405.84
164395	16	Footboard 39 15/16"Lg	EA	\$ 384.00	24%	\$ 291.84
164531	16	Attachment Rail	EA	\$ 195.00	24%	\$ 148.20
164569	16	Attach Rail 38 5/16"Lg	EA	\$ 198.00	24%	\$ 150.48
164592	16	4'Transfer Handrail 102"	EA	\$ 368.00	24%	\$ 279.68
164609	16	3'Transfer Handrail 90"Lg	EA	\$ 334.00	24%	\$ 253.84
164649	16	Entrance Arch Ass'Y	EA	\$ 511.00	24%	\$ 388.36
164705	16	Hdw-Overhead Climbers	EA	\$ 14.00	24%	\$ 10.64
164720	16	Ladder Assy 105 11/16"Lg	EA	\$ 375.00	24%	\$ 285.00
164746	16	Hdw Comp 10067E,10068E	EA	\$ 252.00	24%	\$ 191.52
164819	16	Rung Enclosure 44 5/16"Wd	EA	\$ 557.00	24%	\$ 423.32
164867	16	Hdw-Discovery Panel	EA	\$ 11.70	24%	\$ 8.89
164882	16	Enclosure Hardware	EA	\$ 5.90	24%	\$ 4.48
165096	16	Hdw-Bubble Panel	EA	\$ 13.70	24%	\$ 10.41
165124	16	Hdw-Interactive Panel	EA	\$ 32.00	24%	\$ 24.32
165248	16	Hdw-Steering Wheel Encl	EA	\$ 11.40	24%	\$ 8.66
165250	16	Volcano Top W/O Lip	EA	\$ 1,142.00	24%	\$ 867.92
165251	16	Volcano Middle	EA	\$ 919.00	24%	\$ 698.44
165252	16	Volcano Base 6'Att	EA	\$ 1,103.00	24%	\$ 838.28
165258	16	Hdw-Racetime Panel	EA	\$ 122.00	24%	\$ 92.72
165273	16	Funnel Assy 44 1/16"Lg	EA	\$ 255.00	24%	\$ 193.80
165439	16	D Ring 38 5/16"Lg	EA	\$ 219.00	24%	\$ 166.44
165441	16	Mounting Tab	EA	\$ 27.00	24%	\$ 20.52
165605	16	Cross Bar Support-Left	EA	\$ 369.00	24%	\$ 280.44
165611	16	Cross Bar Support-Right	EA	\$ 369.00	24%	\$ 280.44
165612	16	Hdw-Bigfoot Slide	EA	\$ 64.00	24%	\$ 48.64
165670	16	Upright Tab-C/O	EA	\$ 15.70	24%	\$ 11.93
165681	16	Handhold Assy 38 5/16"Lg	EA	\$ 179.00	24%	\$ 136.04
165720	16	Hdw-Wildslide Exit	EA	\$ 12.40	24%	\$ 9.42
165721	16	Hdw-Wildslide Section	EA	\$ 9.70	24%	\$ 7.37
165752	16	Hdw-Access Pkg	EA	\$ 16.40	24%	\$ 12.46
165785	16	D Ring Assy	EA	\$ 207.00	24%	\$ 157.32
165837	16	Handhold Assy 72 1/4"Lg	EA	\$ 225.00	24%	\$ 171.00
165840	16	Hdw Enclosure Panel	EA	\$ 27.00	24%	\$ 20.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
165894	16	Molded Grip #1	EA	\$ 21.00	24%	\$ 15.96
165895	16	Molded Grip #2	EA	\$ 21.00	24%	\$ 15.96
165896	16	Molded Grip #3	EA	\$ 21.00	24%	\$ 15.96
165897	16	Molded Grip #4	EA	\$ 21.00	24%	\$ 15.96
165931	16	Hdw Comp	EA	\$ 3.51	24%	\$ 2.66
165976	16	Hdw-Cargo Net Wall-Single	EA	\$ 80.00	24%	\$ 60.80
165982	16	Hdw-Dragon	EA	\$ 57.00	24%	\$ 43.32
166005	16	Hdw-Tunnel-Up	EA	\$ 146.00	24%	\$ 110.96
166014	16	Hdw-Transfer Point	EA	\$ 49.00	24%	\$ 37.24
166069	16	Hdw-Access Attachment	EA	\$ 14.10	24%	\$ 10.71
166082	16	Adaptive Swing	EA	\$ 373.00	24%	\$ 283.48
166126	16	Hdw-3'Transfer Platform	EA	\$ 63.00	24%	\$ 47.88
166176	16	Chin Bar 41 7/8"Lg	EA	\$ 113.00	24%	\$ 85.88
166180	16	Mounting Tab	EA	\$ 36.00	24%	\$ 27.36
166210	16	Attachment Rail 3 9/16"Wd	EA	\$ 159.00	24%	\$ 120.84
166263	16	Hdw-Tot Slide	EA	\$ 19.00	24%	\$ 14.44
166305	16	Hdw-Enclosure-Metal	EA	\$ 8.60	24%	\$ 6.53
166352	16	Hdw-Stepped Platform	EA	\$ 235.00	24%	\$ 178.60
166365	16	90Deg Tube W/45*Rd Holes	EA	\$ 663.00	24%	\$ 503.88
166394	16	Hdw-Suspension Bridge	EA	\$ 164.00	24%	\$ 124.64
166402	16	Punched Step Platform	EA	\$ 1,553.00	24%	\$ 1,180.28
166494	16	Telescope Assy	EA	\$ 807.00	24%	\$ 613.32
166496	16	1"Od Nylon Bushing	EA	\$ 0.48	24%	\$ 0.36
166498	16	S.S.Shoulder Screw	EA	\$ 11.70	24%	\$ 8.89
166507	16	2'Strut Assy 50 13/16"Lg	EA	\$ 147.00	24%	\$ 111.72
166527	16	Attachment Grate 48"	EA	\$ 606.00	24%	\$ 460.56
166556	16	Attachment Plate 6 5/16"	EA	\$ 32.00	24%	\$ 24.32
166563	16	Crossbar Entry Assy	EA	\$ 331.00	24%	\$ 251.56
166572	16	Footbuck 30 1/16"Lg Black	EA	\$ 71.00	24%	\$ 53.96
166683	70	#H170 Clevis 2 1/8"Lg	EA	\$ 6.70	3%	\$ 6.49
166691	16	Formed Plate	EA	\$ 35.00	24%	\$ 26.60
166765	16	Volcano Top W/Lip	EA	\$ 1,142.00	24%	\$ 867.92
166771	16	Volcano Middle	EA	\$ 920.00	24%	\$ 699.20
166793	16	49"Crawl Tube W/Round Spy	EA	\$ 779.00	24%	\$ 592.04
166794	16	49" Tube Sec W/Round Spy	EA	\$ 779.00	24%	\$ 592.04
166795	16	24"Ct 30"Dia W/Round Spy	EA	\$ 548.00	24%	\$ 416.48
166798	16	24"Sec 30"Dia W/Round Spy	EA	\$ 548.00	24%	\$ 416.48
166799	16	30Deg Elbow W/Round Spy	EA	\$ 574.00	24%	\$ 436.24
166802	16	Hdw-Swivel Meister	EA	\$ 807.00	24%	\$ 613.32
166881	16	Hdw-Adaptive Swing	EA	\$ 66.00	24%	\$ 50.16
166891	16	#80 Chain 71"Lg-51 Links	EA	\$ 36.00	24%	\$ 27.36
166892	16	#80 Chain 63"Lg-46 Links	EA	\$ 32.00	24%	\$ 24.32
166894	16	Lava Handhold Assy	EA	\$ 191.00	24%	\$ 145.16
166911	16	Hdw-Volcano	EA	\$ 187.00	24%	\$ 142.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
166912	16	Hdw-Volcano	EA	\$ 252.00	24%	\$ 191.52
166921	16	#80 Chain 94"Lg- 68Lk	EA	\$ 45.00	24%	\$ 34.20
166922	16	#80 Chain 23 13/16"-17Lk	EA	\$ 15.00	24%	\$ 11.40
166924	16	Hdw-Adaptive Swing	EA	\$ 154.00	24%	\$ 117.04
166937	16	Hdw-Sky-Hi Spiral Slide	EA	\$ 156.00	24%	\$ 118.56
166987	16	Mounting Tab 8 9/16"Lg	EA	\$ 31.00	24%	\$ 23.56
167013	16	Footbuck Assy 18 11/16"Bk	EA	\$ 67.00	24%	\$ 50.92
167017	16	15" Tire 26 1/2"Od	EA	\$ 674.00	24%	\$ 512.24
167049	16	Hdw-Rock Wall Climber	EA	\$ 50.00	24%	\$ 38.00
167111	16	Adaptive Swing Safety Blt	EA	\$ 201.00	24%	\$ 152.76
167124	16	Skywheel Bushing	EA	\$ 24.00	24%	\$ 18.24
167161	16	Hdw-Adap Swing Safety Blt	EA	\$ 18.00	24%	\$ 13.68
167191	16	1.029"Extension 25 1/4"Lg	EA	\$ 20.00	24%	\$ 15.20
167192	16	1"Lw Extension 31 1/4"Lg	EA	\$ 24.00	24%	\$ 18.24
167193	16	1 1/4" Ext 31 1/4"Lg	EA	\$ 29.00	24%	\$ 22.04
167194	16	1 1/2" Ext 25 1/4"Lg	EA	\$ 35.00	24%	\$ 26.60
167196	16	3 1/2"Exten 25 1/4"Lg	EA	\$ 124.00	24%	\$ 94.24
167197	16	4" Extension 31 1/4"Lg	EA	\$ 147.00	24%	\$ 111.72
167322	16	Hdw-Transfer Platform	EA	\$ 51.00	24%	\$ 38.76
167359	16	Hdw-Swing Seat	EA	\$ 38.00	24%	\$ 28.88
167374	16	Tool Kit(Torx Bit) Plus	EA	\$ 73.00	24%	\$ 55.48
167417	16	1.315"Extension Pkg	EA	\$ 10.00	24%	\$ 7.60
167418	16	1.660"Extension Pkg	EA	\$ 10.00	24%	\$ 7.60
167419	16	1.900"Extension Hdw	EA	\$ 8.50	24%	\$ 6.46
167420	16	2.375"Extension Pkg	EA	\$ 9.90	24%	\$ 7.52
167422	16	3.500"Extension Hdw	EA	\$ 8.60	24%	\$ 6.53
167423	16	5.000"Extension Pkg	EA	\$ 10.40	24%	\$ 7.90
167424	16	5"Upright Plate	EA	\$ 18.00	24%	\$ 13.68
167427	16	3"Upright Plate	EA	\$ 18.00	24%	\$ 13.68
167451	16	Safe-T-Grip Chn 94 15/16"	EA	\$ 323.00	24%	\$ 245.48
167523	16	Hdw-Stepped Platform	EA	\$ 44.00	24%	\$ 33.44
167524	16	Hdw-4'Transfer Platform	EA	\$ 75.00	24%	\$ 57.00
168136	16	Wild Slide Exit Section	EA	\$ 595.00	24%	\$ 452.20
168149	16	135Deg Spiral Section	EA	\$ 699.00	24%	\$ 531.24
168188	16	Mount Bkt Assy 4 1/2" Blk	EA	\$ 34.00	24%	\$ 25.84
168262	16	F5 Spiral Slide	EA	\$ 2,488.00	24%	\$ 1,890.88
168284	16	2-5 Age Appropriate Sticker	EA	\$ 3.99	24%	\$ 3.03
168285	16	5-12 Age Appropriate Sticker	EA	\$ 4.37	24%	\$ 3.32
168290	16	Wild Slide Entrance Sec	EA	\$ 1,205.00	24%	\$ 915.80
168449	16	1/4"X3/4"Alum Drive Rivet	EA	\$ 1.03	24%	\$ 0.78
168450	16	DbI Slide Entrance-Left	EA	\$ 1,211.00	24%	\$ 920.36
168463	16	F5 Spiral Slide Hood	EA	\$ 791.00	24%	\$ 601.16
168470	16	Support Pipe 31 3/4"Lg	EA	\$ 58.00	24%	\$ 44.08
168521	16	Hdw-Spiral Section	EA	\$ 11.70	24%	\$ 8.89

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
168536	16	Hdw-Entrance Section	EA	\$ 14.50	24%	\$ 11.02
168537	16	Hdw-Db'l Entrance Section	EA	\$ 92.00	24%	\$ 69.92
168547	16	Db'l Slide Entrance-Right	EA	\$ 1,211.00	24%	\$ 920.36
168569	16	Hdw-F5 Spiral Slide	EA	\$ 69.00	24%	\$ 52.44
168570	16	Hdw-F5 Spiral Slide	EA	\$ 69.00	24%	\$ 52.44
168576	16	Truck Assy	EA	\$ 731.00	24%	\$ 555.56
168601	16	Ground Socket 38 5/8" Gry	EA	\$ 185.00	24%	\$ 140.60
168620	16	Step Rung 37 1/2"Lg	EA	\$ 188.00	24%	\$ 142.88
168622	16	3"Sw Toprail 144"Lg	EA	\$ 447.00	24%	\$ 339.72
168652	16	3' Support 64 13/16"Lg	EA	\$ 144.00	24%	\$ 109.44
168654	16	4' Support 76 13/16"Lg	EA	\$ 162.00	24%	\$ 123.12
168660	16	Rung Support 44 5/16"Lg	EA	\$ 210.00	24%	\$ 159.60
168732	16	Hdw-Entrance Section	EA	\$ 16.00	24%	\$ 12.16
168777	16	Hdw-F5 Spiral Slide	EA	\$ 67.00	24%	\$ 50.92
168860	16	Rung Support 53 1/2"Lg	EA	\$ 174.00	24%	\$ 132.24
169163	16	2/5-5/12 Age Appropriate	EA	\$ 4.37	24%	\$ 3.32
169182	16	Metal Hood Assy 43 15/16"	EA	\$ 308.00	24%	\$ 234.08
169211	16	Hdw-F5 Spiral Slide	EA	\$ 74.00	24%	\$ 56.24
169214	16	Guard Plate 6 1/8X 3 7/8"	EA	\$ 38.00	24%	\$ 28.88
169231	16	Thrust Bearing 2.063"Dia	EA	\$ 142.00	24%	\$ 107.92
169238	16	Flat Wall Top	EA	\$ 566.00	24%	\$ 430.16
169244	16	Half Round Top	EA	\$ 813.00	24%	\$ 617.88
169245	16	Half Round Bottom	EA	\$ 770.00	24%	\$ 585.20
169289	44	Window Housing-Yellow	EA	\$ 10.30	3%	\$ 9.99
169299	16	Flat Mirror	EA	\$ 86.00	24%	\$ 65.36
169308	16	Rubber Boot	EA	\$ 76.00	24%	\$ 57.76
169331	16	Cap-Yellow	EA	\$ 0.75	24%	\$ 0.57
169416	16	Single Gizmo Panel	EA	\$ 143.00	24%	\$ 108.68
169446	16	Collar 2"Dia 304 S.S.	EA	\$ 29.00	24%	\$ 22.04
169447	16	Skywheel Assy	EA	\$ 290.00	24%	\$ 220.40
169451	16	Spring Pin	EA	\$ 3.28	24%	\$ 2.49
169478	16	Upper Ring Assy 58 1/8"	EA	\$ 204.00	24%	\$ 155.04
169532	16	Formed Tab	EA	\$ 17.30	24%	\$ 13.14
169533	16	Wallcano Cap	EA	\$ 67.00	24%	\$ 50.92
169535	16	Strut 124 3/16"Lg	EA	\$ 314.00	24%	\$ 238.64
169560	16	Cosmix Climber-8'	EA	\$ 845.00	24%	\$ 642.20
169583	16	Skywheel Toprail 100 1/2"	EA	\$ 809.00	24%	\$ 614.84
169598	16	Coated Chain 70 3/4"-Gray	EA	\$ 236.00	24%	\$ 179.36
169605	16	Coated Chain 73 1/2"-Gray	EA	\$ 238.00	24%	\$ 180.88
169646	16	Bracket Assy 38 5/8"Lg	EA	\$ 216.00	24%	\$ 164.16
169651	16	Attach Rail 123 11/16"Lg	EA	\$ 286.00	24%	\$ 217.36
169690	16	Hdw-Gizmo Panel	EA	\$ 17.00	24%	\$ 12.92
169694	16	Answer Wheel W/Graphics	EA	\$ 215.00	24%	\$ 163.40
169695	16	Maze Assy	EA	\$ 145.00	24%	\$ 110.20

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
169696	16	Echo Chamber Assy	EA	\$ 93.00	24%	\$ 70.68
169702	16	Formed Tab	EA	\$ 29.00	24%	\$ 22.04
169926	16	Formed Tab	EA	\$ 17.30	24%	\$ 13.14
176031	16	Footboard 19 3/16"Lg	EA	\$ 279.00	24%	\$ 212.04
176053	16	Handrail Assy 41 15/16"Lg	EA	\$ 482.00	24%	\$ 366.32
176057	16	Handrail Assy 34 5/8"Lg	EA	\$ 427.00	24%	\$ 324.52
176074	16	Handrail Assy 35 11/16"Lg	EA	\$ 482.00	24%	\$ 366.32
176078	16	Handrail Assy 34 5/8"Lg	EA	\$ 440.00	24%	\$ 334.40
176082	16	Handrail Assy 40 15/16"Lg	EA	\$ 475.00	24%	\$ 361.00
176103	16	Platform Assy 41 3/4"Lg	EA	\$ 551.00	24%	\$ 418.76
176107	16	Coated Platform 41 3/4"	EA	\$ 828.00	24%	\$ 629.28
176116	16	"C" Spring (Black)	EA	\$ 284.00	24%	\$ 215.84
176124	16	Hdw-"C"Spring Loose Fill	EA	\$ 3.51	24%	\$ 2.66
176139	16	Bearing	EA	\$ 211.00	24%	\$ 160.36
176141	16	Giant Wave Climber	EA	\$ 1,126.00	24%	\$ 855.76
176154	16	6'Zip Wave Slide	EA	\$ 1,397.00	24%	\$ 1,061.72
176155	16	Cosmix Link	EA	\$ 845.00	24%	\$ 642.20
176156	16	Zip Powerscape Hood 39.5"	EA	\$ 547.00	24%	\$ 415.72
176157	16	Zip Primetime Hood 28 5/8	EA	\$ 494.00	24%	\$ 375.44
176166	16	Double Powerscape Hood	EA	\$ 540.00	24%	\$ 410.40
176170	16	Rung Encl Panel 41 3/4"Wd	EA	\$ 394.00	24%	\$ 299.44
176171	16	Rung Encl Panel 31 1/8"Wd	EA	\$ 330.00	24%	\$ 250.80
176177	16	Double Primetime Hood	EA	\$ 524.00	24%	\$ 398.24
176186	16	4'-0" Zip Slide	EA	\$ 1,017.00	24%	\$ 772.92
176187	16	5'-0" Zip Slide	EA	\$ 1,206.00	24%	\$ 916.56
176188	16	4'Double Zip Slide	EA	\$ 1,437.00	24%	\$ 1,092.12
176189	16	5'Double Zip Slide	EA	\$ 1,719.00	24%	\$ 1,306.44
176252	16	Regrind Playcurb-Blk 12"	EA	\$ 72.00	24%	\$ 54.72
176264	16	Panel Cap-Black	EA	\$ 24.00	24%	\$ 18.24
176318	49	#80 Chain 44 1/8"(32Link)	EA	\$ 14.90	16%	\$ 12.51
176364	16	Mini Pod	EA	\$ 105.00	24%	\$ 79.80
176373	16	Chinning Bar 44 9/16"Lg	EA	\$ 124.00	24%	\$ 94.24
176384	16	Footbuck Assy 34 3/8"Lg	EA	\$ 131.00	24%	\$ 99.56
176385	16	Footbuck Assy 32 1/8"Lg	EA	\$ 128.00	24%	\$ 97.28
176387	16	Hdw-Zip Slide	EA	\$ 20.00	24%	\$ 15.20
176399	16	3'-0" Zip Slide	EA	\$ 769.00	24%	\$ 584.44
176400	16	3'-0" Curved Zip Slide	EA	\$ 1,016.00	24%	\$ 772.16
176401	16	3'-0" Rumble & Roll Slide	EA	\$ 1,128.00	24%	\$ 857.28
176405	16	Hdw-Double Zip Slide	EA	\$ 27.00	24%	\$ 20.52
176406	16	Hdw-Dbl Wave Zip Slide	EA	\$ 53.00	24%	\$ 40.28
176407	16	Hdw-Double Zip Slide	EA	\$ 29.00	24%	\$ 22.04
176409	16	Mounting Bkt Assy-Black	EA	\$ 38.00	24%	\$ 28.88
176414	16	Steering Wheel Assy	EA	\$ 184.00	24%	\$ 139.84
176415	16	Hdw-Rung Encl	EA	\$ 69.00	24%	\$ 52.44

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
176416	16	Hdw-Rung Encl W/Wheel	EA	\$ 43.00	24%	\$ 32.68
176441	16	Rubber Plug-Black	EA	\$ 11.70	24%	\$ 8.89
176444	16	Hdw-Mini Pod	EA	\$ 19.00	24%	\$ 14.44
176453	16	Connection Sleeve	EA	\$ 54.00	24%	\$ 41.04
176511	16	Mini Pod Hanger 79 7/16"	EA	\$ 208.00	24%	\$ 158.08
176516	16	Hdw-Buck-A-Bout	EA	\$ 93.00	24%	\$ 70.68
176572	16	Hdw-Slide	EA	\$ 34.00	24%	\$ 25.84
176573	16	Hdw-Slide	EA	\$ 33.00	24%	\$ 25.08
176575	16	Hdw-Slide	EA	\$ 51.00	24%	\$ 38.76
176659	16	Support Assy 44 5/8"Lg	EA	\$ 169.00	24%	\$ 128.44
176689	16	8'Single Zip Slide	EA	\$ 2,019.00	24%	\$ 1,534.44
176960	16	4-Way Crawl Tube	EA	\$ 1,254.00	24%	\$ 953.04
177006	16	Hdw-Swivel Meister	EA	\$ 478.00	24%	\$ 363.28
177009	16	Hdw-Handhold/Kickplate	EA	\$ 26.00	24%	\$ 19.76
177029	16	Crawl Tube Panel	EA	\$ 272.00	24%	\$ 206.72
177159	16	Support Pipe Assy 91 7/16	EA	\$ 235.00	24%	\$ 178.60
177171	16	Hdw-Zip Slide	EA	\$ 48.00	24%	\$ 36.48
177207	16	Handhold Assy 32 1/2"Lg	EA	\$ 118.00	24%	\$ 89.68
177218	16	Loose Fill Mount 30 1/4Bk	EA	\$ 212.00	24%	\$ 161.12
177221	16	Swivel Meister Casting	EA	\$ 25.00	24%	\$ 19.00
177276	16	Single Roof	EA	\$ 463.00	24%	\$ 351.88
177429	16	Add-A-Roof Arch Alum P/T	EA	\$ 620.00	24%	\$ 471.20
177574	16	Train Whistle Assy	EA	\$ 585.00	24%	\$ 444.60
177632	16	Single Megarock W/O Hole	EA	\$ 3,439.00	24%	\$ 2,613.64
177720	16	Shovel Casting Drill	EA	\$ 108.00	24%	\$ 82.08
177721	16	Pendulum Assy	EA	\$ 18.00	24%	\$ 13.68
177723	16	#80 Chain 32 3/8"-23Links	EA	\$ 18.00	24%	\$ 13.68
177724	16	Smashed Pipe 20 9/16"Lg	EA	\$ 12.10	24%	\$ 9.19
177823	16	S.S.Chain Net 68"Lg	EA	\$ 844.00	24%	\$ 641.44
177852	16	S.S.Chain Net 82 7/16"Lg	EA	\$ 751.00	24%	\$ 570.76
177923	16	Small Udu	EA	\$ 220.00	24%	\$ 167.20
177924	16	Large Udu	EA	\$ 235.00	24%	\$ 178.60
177925	16	Ashiko	EA	\$ 353.00	24%	\$ 268.28
177926	16	Djembe	EA	\$ 331.00	24%	\$ 251.56
177948	16	Long Grill 40 3/8"Lg	EA	\$ 164.00	24%	\$ 124.64
177952	16	Short Grill 17 5/16"Lg	EA	\$ 103.00	24%	\$ 78.28
177954	16	Bongos	EA	\$ 184.00	24%	\$ 139.84
177989	16	#50 S.S.Chain 25 5/8"Lg	EA	\$ 24.00	24%	\$ 18.24
177990	16	#50 S.S.Chain 87"Lg	EA	\$ 85.00	24%	\$ 64.60
177991	16	#50 S.S.Chain 63"Lg	EA	\$ 66.00	24%	\$ 50.16
177993	16	#50 S.S.Chain 65"Lg	EA	\$ 62.00	24%	\$ 47.12
177994	16	#50 S.S.Chain 46 3/8"Lg	EA	\$ 51.00	24%	\$ 38.76
177997	16	#50 S.S.Chain 71"Lg	EA	\$ 61.00	24%	\$ 46.36
177998	16	#50 S.S.Chain 68"Lg	EA	\$ 59.00	24%	\$ 44.84

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
177999	16	#50 S.S.Chain 94"Lg	EA	\$ 79.00	24%	\$ 60.04
178037	16	Calabazo	EA	\$ 266.00	24%	\$ 202.16
178042	16	Scraper-Beige	EA	\$ 16.00	24%	\$ 12.16
178044	16	Punched Pipe 41 3/4"Lg	EA	\$ 97.00	24%	\$ 73.72
178050	16	Support Bar 41 3/16"Lg	EA	\$ 105.00	24%	\$ 79.80
178052	16	Scraper Bar 5 1/16"Lg	EA	\$ 34.00	24%	\$ 25.84
178075	16	Long Grill W/Tabs 40 3/8"	EA	\$ 185.00	24%	\$ 140.60
178078	16	Short Grill 21 1/2"Lg	EA	\$ 124.00	24%	\$ 94.24
178084	16	Megahorn	EA	\$ 205.00	24%	\$ 155.80
178129	16	Gt Jams Playbook Qty-1	EA	\$ 25.00	24%	\$ 19.00
178187	16	Triton Pod	EA	\$ 583.00	24%	\$ 443.08
178222	16	Heliocentrix Top Net	EA	\$ 2,728.00	24%	\$ 2,073.28
178223	16	Heliocentrix Btm Net	EA	\$ 8,417.00	24%	\$ 6,396.92
178242	16	Heliocentrix Btm Net	EA	\$ 8,532.00	24%	\$ 6,484.32
178317	16	Ball Cup	EA	\$ 203.00	24%	\$ 154.28
178343	16	Seat Latch	EA	\$ 85.00	24%	\$ 64.60
178393	16	C'Sink Plate 5 1/2"Lg	EA	\$ 35.00	24%	\$ 26.60
178422	16	Mid Casting	EA	\$ 93.00	24%	\$ 70.68
178463	16	Hdw-Cargo Net Wall	EA	\$ 35.00	24%	\$ 26.60
178464	16	Hdw-Cargo Net Wall	EA	\$ 57.00	24%	\$ 43.32
178465	16	Hdw-Cargo Net Wall	EA	\$ 31.00	24%	\$ 23.56
178478	16	1"Dia Thrust Bearing	EA	\$ 8.60	24%	\$ 6.53
178490	16	Triton Topper	EA	\$ 276.00	24%	\$ 209.76
178509	16	Spacer Bar 93 5/8"Cut	EA	\$ 76.00	24%	\$ 57.76
178531	16	Pendulum Assy	EA	\$ 20.00	24%	\$ 15.20
178612	16	Extra Hardware Ps+	EA	\$ 44.00	24%	\$ 33.44
178613	16	Extra Hardware Pt/Xscape	EA	\$ 39.00	24%	\$ 29.64
178616	16	Formed Frame 49 3/4"Lg	EA	\$ 197.00	24%	\$ 149.72
178634	16	Hdw-Beat Club	EA	\$ 23.00	24%	\$ 17.48
178636	16	Rubber Shroud	EA	\$ 42.00	24%	\$ 31.92
178658	16	X-Pod Step	EA	\$ 251.00	24%	\$ 190.76
178661	16	Rubber Step	EA	\$ 170.00	24%	\$ 129.20
178669	16	Spring #Lc112P 03 S	EA	\$ 5.00	24%	\$ 3.80
178671	16	3/8"S.S.Rod 1 11/16"Lg	EA	\$ 3.94	24%	\$ 2.99
178675	16	Wall Topper	EA	\$ 290.00	24%	\$ 220.40
178749	85	Owner's Kit	EA	\$ 58.00	0%	\$ 58.00
178755	16	Hdw-Triangular Shroud	EA	\$ 52.00	24%	\$ 39.52
178767	16	3/8"S.S.Rod 2 1/8"Lg	EA	\$ 8.87	24%	\$ 6.74
178803	16	Zero G Chair	EA	\$ 689.00	24%	\$ 523.64
178807	16	#80 Chain 122 3/4"/88 Lk	EA	\$ 58.00	24%	\$ 44.08
178848	16	Owner'S Kit - Ps Plus	EA	\$ 70.00	24%	\$ 53.20
178849	16	Owner'S Kit - Xscape	EA	\$ 74.00	24%	\$ 56.24
178852	16	Owners Extra Hdw Ps Plus	EA	\$ 48.00	24%	\$ 36.48
178853	16	Owners Extra Hdw Primetim	EA	\$ 39.00	24%	\$ 29.64

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
178862	16	Zero G Chair	EA	\$ 680.00	24%	\$ 516.80
178864	16	Enclosure Assy 4 1/16"Wd	EA	\$ 98.00	24%	\$ 74.48
178866	16	#80 Chain 100 5/8"/72 Lk	EA	\$ 49.00	24%	\$ 37.24
178873	16	Handrail Assy 89 1/2"Lg	EA	\$ 297.00	24%	\$ 225.72
178909	16	Entry Archway 41 3/4"Wide	EA	\$ 623.00	24%	\$ 473.48
178931	16	Hdw-Transfer Platform	EA	\$ 51.00	24%	\$ 38.76
178936	16	Entry Archway 32 7/8"Wide	EA	\$ 472.00	24%	\$ 358.72
179013	16	Thunder Ring Assy	EA	\$ 571.00	24%	\$ 433.96
179015	16	Thunder Ring Assy	EA	\$ 242.00	24%	\$ 183.92
179020	16	Handrail Assy 27"	EA	\$ 449.00	24%	\$ 341.24
179025	16	Handrail Assy 41 1/4"	EA	\$ 614.00	24%	\$ 466.64
179087	16	Hdw-Tree Climber	EA	\$ 23.00	24%	\$ 17.48
179097	16	Hdw-Climber	EA	\$ 25.00	24%	\$ 19.00
179182	16	Hdw-Sign	EA	\$ 16.00	24%	\$ 12.16
179233	16	Hdw-Flip Slide	EA	\$ 65.00	24%	\$ 49.40
179244	16	Horiz Arm Assy 21 7/16"	EA	\$ 85.00	24%	\$ 64.60
179247	16	Left Arm Assy	EA	\$ 236.00	24%	\$ 179.36
179250	16	Hdw-Digger	EA	\$ 81.00	24%	\$ 61.56
179251	16	Hdw-Digger	EA	\$ 79.00	24%	\$ 60.04
179266	16	7/8"Dia Neoprene Washer	EA	\$ 0.75	24%	\$ 0.57
179390	16	1 1/2"Dia Spacer-Black	EA	\$ 13.70	24%	\$ 10.41
179398	16	Rockstep	EA	\$ 183.00	24%	\$ 139.08
179417	16	Footbuck Assy 34 1/2"-Blk	EA	\$ 138.00	24%	\$ 104.88
179493	16	Footbuck Assy 42"Lg	EA	\$ 119.00	24%	\$ 90.44
179497	16	Bolt Guard	EA	\$ 2.31	24%	\$ 1.75
179577	16	Plate 10"Lg	EA	\$ 20.00	24%	\$ 15.20
179581	45	Rubber Spring Assy	EA	\$ 1,156.00	0%	\$ 1,156.00
179702	16	Ramp Threshold 41 7/16"Lg	EA	\$ 154.00	24%	\$ 117.04
179776	16	Upright Assy 142 7/8"Lg	EA	\$ 448.00	24%	\$ 340.48
179780	16	1.029"Pipe 66 3/4"Lg	EA	\$ 33.00	24%	\$ 25.08
179787	16	Shade End Casting 2 7/8"D	EA	\$ 61.00	24%	\$ 46.36
179799	16	Chain Plug Insert	EA	\$ 5.30	24%	\$ 4.02
179814	16	Umbrella Brace 39"Lg	EA	\$ 229.00	24%	\$ 174.04
179818	16	Umbrella Arm 91 7/16"Lg	EA	\$ 387.00	24%	\$ 294.12
179887	16	Rock Step Cable 70 5/8"Lg	EA	\$ 345.00	24%	\$ 262.20
179909	16	Attachment Rail 42 3/8"Lg	EA	\$ 162.00	24%	\$ 123.12
179945	16	Discovery Table Seat	EA	\$ 138.00	24%	\$ 104.88
179948	16	Hardware Pkg Umbrella	EA	\$ 271.00	24%	\$ 205.96
200033	16	Footbuck 30 3/4"Lg-Black	EA	\$ 103.00	24%	\$ 78.28
200068	16	Hdw-Merry Musical	EA	\$ 267.00	24%	\$ 202.92
200132	16	Handrail Assy 27 1/2"Lg	EA	\$ 408.00	24%	\$ 310.08
200159	16	Attachment Rail 40 1/2"Lg	EA	\$ 149.00	24%	\$ 113.24
200195	16	Pendulum	EA	\$ 132.00	24%	\$ 100.32
200203	16	P/T Schooner Panel	EA	\$ 436.00	24%	\$ 331.36

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
200205	16	L-Bracket 2 1/2"Lg	EA	\$ 20.00	24%	\$ 15.20
200208	16	Xscape Pod Hanger 73 3/4"	EA	\$ 190.00	24%	\$ 144.40
200225	16	Hdw-Hanging Pod Link	EA	\$ 529.00	24%	\$ 402.04
200307	16	Climber Assy 72"Lg	EA	\$ 363.00	24%	\$ 275.88
200569	16	5" Alum End Cap	EA	\$ 31.00	24%	\$ 23.56
200614	16	Minipod Supt Assy 11 1/4"	EA	\$ 134.00	24%	\$ 101.84
200715	16	1/4"S.S.Anchor Shackle	EA	\$ 18.00	24%	\$ 13.68
200780	16	Triton Pod	EA	\$ 539.00	24%	\$ 409.64
200829	16	Hybrid Tool Kit Ps +	EA	\$ 78.00	24%	\$ 59.28
200830	16	Hybrid Tool Kit Pt	EA	\$ 72.00	24%	\$ 54.72
200911	16	Swaged Ext 35 1/16"Cut	EA	\$ 110.00	24%	\$ 83.60
201006	16	Rolled Pipe 74 1/2"Lg	EA	\$ 244.00	24%	\$ 185.44
201129	16	Bar W/Insert 8 1/2"Lg	EA	\$ 57.00	24%	\$ 43.32
201149	16	Clevis	EA	\$ 19.00	24%	\$ 14.44
201413	16	Leaf Spinner	EA	\$ 193.00	24%	\$ 146.68
201426	16	Attachment Pipe 20 9/16"	EA	\$ 12.70	24%	\$ 9.65
201459	16	Chinning Bar Assy 57 1/4"	EA	\$ 94.00	24%	\$ 71.44
201535	16	Upright Topper	EA	\$ 439.00	24%	\$ 333.64
201681	16	Hdw-Leaf Step	EA	\$ 39.00	24%	\$ 29.64
201685	16	Handhold Assy 39 1/8"Lg	EA	\$ 150.00	24%	\$ 114.00
201695	16	Leaf Bracket 11"Lg	EA	\$ 134.00	24%	\$ 101.84
201801	16	Wavy Support 102 3/8"Lg	EA	\$ 294.00	24%	\$ 223.44
201803	16	Swaged Pipe 43 11/16"Lg	EA	\$ 123.00	24%	\$ 93.48
201961	16	End Support 28 7/16-Beige	EA	\$ 97.00	24%	\$ 73.72
202137	16	Coated Platform 53 1/16"	EA	\$ 1,178.00	24%	\$ 895.28
202175	16	Barrier Rail 53 1/4"Lg	EA	\$ 628.00	24%	\$ 477.28
202179	16	Barrier Rail 47 1/16"Lg	EA	\$ 618.00	24%	\$ 469.68
202185	16	4-Way Crawl Tube-Brown	EA	\$ 1,254.00	24%	\$ 953.04
202187	16	Funnel Assy 44 1/16"-Brn	EA	\$ 216.00	24%	\$ 164.16
202319	16	Handhold Reverse 39"Lg	EA	\$ 165.00	24%	\$ 125.40
202323	16	Toprail 144 3/8"Lg-Brown	EA	\$ 624.00	24%	\$ 474.24
202623	16	D-Ring Assy 43 7/16"Lg	EA	\$ 173.00	24%	\$ 131.48
202632	16	Handle-Cardio Walker	EA	\$ 141.00	24%	\$ 107.16
202633	16	Crawl Tube Panel	EA	\$ 347.00	24%	\$ 263.72
202648	16	Ridge Climber	EA	\$ 484.00	24%	\$ 367.84
202699	16	Insect Base Assy-Black	EA	\$ 724.00	24%	\$ 550.24
202707	16	Footbuck Assy 28"Lg-Black	EA	\$ 86.00	24%	\$ 65.36
202990	16	Bracker Support 33 7/16"	EA	\$ 127.00	24%	\$ 96.52
203010	16	Mounting Bracket 21 1/2"	EA	\$ 92.00	24%	\$ 69.92
203182	16	Zoo Bar Assy	EA	\$ 366.00	24%	\$ 278.16
203316	16	Merry-Go-All Seat Section	EA	\$ 635.00	24%	\$ 482.60
203361	16	Ring Handle Assy 23 5/16"	EA	\$ 568.00	24%	\$ 431.68
203440	16	Hdw-Whirl'N Spin	EA	\$ 121.00	24%	\$ 91.96
203568	16	Alum Pin 1 5/8"Lg	EA	\$ 1.49	24%	\$ 1.13

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
203627	16	River Rock Climber	EA	\$ 1,314.00	24%	\$ 998.64
203801	16	Swirl Cap	EA	\$ 22.00	24%	\$ 16.72
203858	16	Single Zip Slide Hood	EA	\$ 519.00	24%	\$ 394.44
203861	16	Panel Attach True Lock-Mt	EA	\$ 25.00	24%	\$ 19.00
203863	16	Long Grill 39 5/16"Lg	EA	\$ 157.00	24%	\$ 119.32
203866	16	Short Grill 17 5/16"Lg	EA	\$ 115.00	24%	\$ 87.40
203871	16	Hdw-Ashiko & Djembe	EA	\$ 14.90	24%	\$ 11.32
203873	16	Mounting Bar 44"Lg	EA	\$ 106.00	24%	\$ 80.56
203879	16	Hdw-Ganza	EA	\$ 198.00	24%	\$ 150.48
204373	16	Hdw-Panel	EA	\$ 11.30	24%	\$ 8.58
204400	16	Enclosure Assy 44"Lg	EA	\$ 237.00	24%	\$ 180.12
204517	16	Hdw-Roof Extension	EA	\$ 4.70	24%	\$ 3.57
204595	16	Hdw-Ganza	EA	\$ 191.00	24%	\$ 145.16
204603	16	Enclosure Assy 42 3/8"Lg	EA	\$ 193.00	24%	\$ 146.68
204607	16	Ganza W/1 3/8"Hole	EA	\$ 180.00	24%	\$ 136.80
204611	16	Notched Pipe 44"Lg	EA	\$ 114.00	24%	\$ 86.64
204747	16	Base Assy W/Hyd Brake	EA	\$ 3,645.00	24%	\$ 2,770.20
204754	16	Platform Assy	EA	\$ 2,472.00	24%	\$ 1,878.72
204758	16	Short Crossbar 6 3/16"Lg	EA	\$ 43.00	24%	\$ 32.68
204761	16	Long Crossbar 40 1/8"Lg	EA	\$ 109.00	24%	\$ 82.84
204815	16	Hdw-River Rock Climber	EA	\$ 11.60	24%	\$ 8.81
204879	16	Footbuck Assy 40 1/16"Lg	EA	\$ 135.00	24%	\$ 102.60
204946	16	Post Cap-2 3/8"Dia	EA	\$ 44.00	24%	\$ 33.44
205169	16	Post Assy 39 1/2"Lg	EA	\$ 199.00	24%	\$ 151.24
205172	16	Post Assy 51 1/2"Lg	EA	\$ 234.00	24%	\$ 177.84
205185	16	Treadsafe Step Panel	EA	\$ 89.00	24%	\$ 67.64
205280	16	Use 209548 Swivel T W/Hdw	EA	\$ 87.00	24%	\$ 66.12
205282	16	Tool Kit(Torx Bit)Ps 2012	EA	\$ 77.00	24%	\$ 58.52
205283	16	Hybrid Tool Kit Ps 2012	EA	\$ 75.00	24%	\$ 57.00
205317	16	Ramp Trim Large	EA	\$ 147.00	24%	\$ 111.72
205318	16	Ramp Trim Small	EA	\$ 127.00	24%	\$ 96.52
205943	16	Chin Bar 44 13/16"Lg	EA	\$ 119.00	24%	\$ 90.44
205979	16	48Mm Replacement Bumper	EA	\$ 5.70	24%	\$ 4.33
205996	16	Hdw-Beat Club	EA	\$ 31.00	24%	\$ 23.56
206069	16	Hdw-Drum Circle	EA	\$ 476.00	24%	\$ 361.76
206216	16	Spring Assy-Black	EA	\$ 1,452.00	24%	\$ 1,103.52
206228	16	Fish Body Assy 101 7/8"	EA	\$ 1,277.00	24%	\$ 970.52
206241	16	Fish Tail Assy 73 1/2"Lg	EA	\$ 757.00	24%	\$ 575.32
206248	16	Fish Head Assy 84 11/16"	EA	\$ 866.00	24%	\$ 658.16
206260	16	Support Pipe 40 7/8"Lg	EA	\$ 119.00	24%	\$ 90.44
206261	16	Hdw-Clown Fish	EA	\$ 279.00	24%	\$ 212.04
206668	16	Rowing Machine Seat Repla	EA	\$ 72.00	24%	\$ 54.72
206699	16	3 1/2"Base Cover	EA	\$ 64.00	24%	\$ 48.64
207135	16	5/16"S.S.D Shackle	EA	\$ 41.00	24%	\$ 31.16

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
207645	16	Receptacle Slat 29 3/4"Lg	EA	\$ 62.00	24%	\$ 47.12
207646	16	Bench Slat 71 1/4"Lg	EA	\$ 127.00	24%	\$ 96.52
207692	16	Center Bench Brace	EA	\$ 46.00	24%	\$ 34.96
207693	16	Hardware Timbers Bench	EA	\$ 23.00	24%	\$ 17.48
207778	16	Seat C/O	EA	\$ 213.00	24%	\$ 161.88
207830	16	Handgrip 1 1/2"Dua Qitele	EA	\$ 6.80	24%	\$ 5.16
208490	16	Hex Topper	EA	\$ 87.00	24%	\$ 66.12
208758	16	Top Rail Assy 145 3/4" Lg	EA	\$ 737.00	24%	\$ 560.12
208806	16	3.5"(11Ga)Toprail 126"Lg	EA	\$ 399.00	24%	\$ 303.24
208960	16	Vine Pod Casting-Metallic	EA	\$ 93.00	24%	\$ 70.68
209075	16	Captain'S Chair Pad	EA	\$ 253.00	24%	\$ 192.28
209129	16	Socket Assy 6"Lg	EA	\$ 41.00	24%	\$ 31.16
209131	16	Formed Tab 6"Lg	EA	\$ 25.00	24%	\$ 19.00
209237	16	Swing Casting	EA	\$ 29.00	24%	\$ 22.04
209853	16	#50 Ststl Chain 21 1/16"	EA	\$ 32.00	24%	\$ 24.32
210978	16	Formed Tab	EA	\$ 47.00	24%	\$ 35.72
211395	16	Handhold Assy 32 1/2"Lg	EA	\$ 116.00	24%	\$ 88.16
211584	16	Sensory Wave Seat	EA	\$ 449.00	24%	\$ 341.24
211721	16	Expression Sw Caution Iii	EA	\$ 9.80	24%	\$ 7.44
211726	16	12"Hi Playgrnd Border 48"	EA	\$ 86.00	24%	\$ 65.36
212521	16	Hdw-1461 -2 3/8"Hanger Pk	EA	\$ 9.30	24%	\$ 7.06
212522	16	Hdw-1463 -5"Hanger Pkg	EA	\$ 12.50	24%	\$ 9.50
212788	16	Handhold W/Inserts-Met	EA	\$ 82.00	24%	\$ 62.32
212996	16	3.5" Alum Cap(Alum Uppt)	EA	\$ 27.00	24%	\$ 20.52
213227	16	Zip Seat/Rope 86 15/116"	EA	\$ 1,645.00	24%	\$ 1,250.20
213234	16	Sensory Dome Frame Shroud	EA	\$ 453.00	24%	\$ 344.28
213539	16	Swaged Pipe 21 7/8"Lg	EA	\$ 95.00	24%	\$ 72.20
213541	16	Footbuck 1 34 1/2"Lg	EA	\$ 212.00	24%	\$ 161.12
213546	16	Hdpe Step	EA	\$ 71.00	24%	\$ 53.96
213547	16	Hdpe Panel 1	EA	\$ 54.00	24%	\$ 41.04
213548	16	Hdpe Panel 2	EA	\$ 50.00	24%	\$ 38.00
213586	16	Socket 1 5 3/4"Lg	EA	\$ 170.00	24%	\$ 129.20
213590	16	Socket 2 5 3/4"Lg	EA	\$ 177.00	24%	\$ 134.52
213593	16	2-Way Socket 11 1/4"Lg	EA	\$ 301.00	24%	\$ 228.76
213600	16	Frame Assy 56 13/16"Lg	EA	\$ 1,456.00	24%	\$ 1,106.56
213846	16	Footbuck 2 34 1/2"Lg	EA	\$ 215.00	24%	\$ 163.40
213849	16	3"X 5" Footbuck 26"Lg	EA	\$ 247.00	24%	\$ 187.72
214326	16	Spacer Bar 20 9/16"Lg	EA	\$ 89.00	24%	\$ 67.64
214346	16	63006 #50 SS Chain 18 5/16" Lg	EA	\$ 19.00	24%	\$ 14.44
214350	16	Swing Casting-Metallic	EA	\$ 38.00	24%	\$ 28.88
300196	54	Tire Seat	EA	\$ 100.00	9%	\$ 91.00
304003	16	Exit Section 30" Dia	EA	\$ 939.00	24%	\$ 713.64
307354	16	Clear Bubble 33 7/8" Dia	EA	\$ 437.00	24%	\$ 332.12
800000	16	1/2 Anchor Bolt	EA	\$ 4.90	24%	\$ 3.72

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
800001	16	3/4 Anchor Bolt	EA	\$ 14.10	24%	\$ 10.71
800074	16	1/2"X2-3/4"Wedge Anchor	EA	\$ 7.40	24%	\$ 5.62
800206	16	5/16 X 1 3/4 Carriage Blt	EA	\$ 0.27	24%	\$ 0.20
800209	16	5/16"X1.5"Carr Bolt Ststl	EA	\$ 1.83	24%	\$ 1.39
800252	16	3/8 X 3/4 Car Bolt G-5	EA	\$ 0.43	24%	\$ 0.32
800253	16	3/8 X 1 Carr Bolt	EA	\$ 0.43	24%	\$ 0.32
800255	16	3/8 X 1-1/2 Carr Bolt	EA	\$ 0.50	24%	\$ 0.38
800256	16	3/8"X2"Car Bolt Gd 5 F/T	EA	\$ 0.65	24%	\$ 0.49
800257	16	3/8"X2" Carriage Bolt	EA	\$ 0.50	24%	\$ 0.38
800258	16	3/8 X 2-1/4 Carr Bolt	EA	\$ 0.50	24%	\$ 0.38
800260	16	3/8"X 2 3/4"Carr Bolt F/T	EA	\$ 0.58	24%	\$ 0.44
800261	16	3/8X3 Carr Bolt	EA	\$ 0.58	24%	\$ 0.44
800262	16	3/8 X 3 1/4 Carriage Bolt	EA	\$ 0.55	24%	\$ 0.41
800269	16	3/8" X 5" Carriage Bolt	EA	\$ 1.49	24%	\$ 1.13
800270	16	3/8"X 4"Carriage Bolt	EA	\$ 2.83	24%	\$ 2.15
800290	16	3/8"X 1 3/4"Carr Bolt	EA	\$ 0.65	24%	\$ 0.49
800307	16	7/16 X 2 Carr Bolt	EA	\$ 0.67	24%	\$ 0.50
800308	16	7/16 X 2-1/4 Carr Bolt	EA	\$ 1.42	24%	\$ 1.07
800309	16	7/16 X 2-1/2 Carr Bolt	EA	\$ 0.75	24%	\$ 0.57
800371	16	1/2"X5-1/2" Carriage Bolt	EA	\$ 1.62	24%	\$ 1.23
800374	16	1/2" X 6"Carriage Bolt	EA	\$ 2.19	24%	\$ 1.66
800376	16	1/2"X6-1/2" Carriage Bolt	EA	\$ 2.56	24%	\$ 1.94
800591	16	3/8"X4 1/8"Closed Eye Blt	EA	\$ 4.74	24%	\$ 3.60
800614	16	1/2"X2 1/2"Close Eye Bolt	EA	\$ 19.00	24%	\$ 14.44
800907	16	5/16 X 2 Hex Hd Bolt	EA	\$ 1.63	24%	\$ 1.23
800908	16	5/16 X 2 1/4"Hh Full Thd	EA	\$ 0.29	24%	\$ 0.22
800909	16	5/16 X 2-1/2 Hex Hd Bolt	EA	\$ 0.37	24%	\$ 0.28
800917	16	5/16"X 5"Hh W/7/8" Thd	EA	\$ 1.14	24%	\$ 0.86
800918	16	5/16"X 6"Hex Hd Bolt Sstl	EA	\$ 3.32	24%	\$ 2.52
801002	16	3/8" X 3/4" Hex Head Bolt	EA	\$ 0.91	24%	\$ 0.69
801003	16	3/8 X 1 Hex Hd Bolt	EA	\$ 0.91	24%	\$ 0.69
801004	16	3/8 X 1-1/4 Hex Hd Bolt	EA	\$ 0.36	24%	\$ 0.27
801005	16	3/8 X 1-1/2 Hex Hd Bolt	EA	\$ 0.58	24%	\$ 0.44
801006	16	3/8 X 1-3/4 Hex Hd Bolt	EA	\$ 0.58	24%	\$ 0.44
801007	16	3/8 X 2 Hex Hd Bolt	EA	\$ 0.43	24%	\$ 0.32
801009	16	3/8 X 2-1/2 Hex Hd Bolt	EA	\$ 0.50	24%	\$ 0.38
801010	16	3/8 X 2-3/4 Hex Hd Bolt	EA	\$ 0.65	24%	\$ 0.49
801011	16	3/8 X 3 Hh Bolt	EA	\$ 0.65	24%	\$ 0.49
801012	16	3/8 X 3-1/4 Hex Hd Bolt	EA	\$ 0.65	24%	\$ 0.49
801013	16	3/8 X 3-1/2 Hex Hd Bolt	EA	\$ 0.50	24%	\$ 0.38
801014	16	3/8 X 3-3/4 Hex Hd Bolt	EA	\$ 0.71	24%	\$ 0.53
801015	16	3/8"X4" Hex Hd Bolt	EA	\$ 1.27	24%	\$ 0.96
801018	16	3/8 X 4-3/4 Hex Hd Bolt	EA	\$ 2.19	24%	\$ 1.66
801019	16	3/8" X 5" H.H. Bolt	EA	\$ 1.06	24%	\$ 0.80

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
801020	16	3/8" X 5 1/2" H.H. Bolt	EA	\$ 1.21	24%	\$ 0.91
801021	16	3/8"X 6" Hh Bolt Full Thd	EA	\$ 1.06	24%	\$ 0.80
801025	16	3/8"X2"Hex Head Grade 5	EA	\$ 0.43	24%	\$ 0.32
801026	16	3/8"X 5"Hex Head Bolt Sst	EA	\$ 4.57	24%	\$ 3.47
801027	16	3/8 X 7 Hh Bolt	EA	\$ 3.32	24%	\$ 2.52
801036	16	3/8 X 1-3/4"Hh St Stl	EA	\$ 1.90	24%	\$ 1.44
801048	16	3/8X 1"Gd 5 Shuttle Bolt	EA	\$ 0.29	24%	\$ 0.22
801111	16	7/16" X 3"Hex Head Bolt	EA	\$ 1.27	24%	\$ 0.96
801136	16	7/16X 1-3/4 Hh Bolt	EA	\$ 0.42	24%	\$ 0.31
801200	16	1/2"X2 1/2"Hh W/1"Thread	EA	\$ 1.79	24%	\$ 1.36
801203	16	1/2 X 1 Hex Hd Bolt	EA	\$ 0.65	24%	\$ 0.49
801205	16	1/2 X 1-1/2 Hex Hd Bolt	EA	\$ 0.58	24%	\$ 0.44
801207	16	1/2 X 2 Hex Hd Bolt	EA	\$ 0.71	24%	\$ 0.53
801209	16	1/2 X 2-1/2 Hex Hd Bolt	EA	\$ 0.92	24%	\$ 0.69
801210	16	1/2 X 2-3/4 Hex Hd Bolt	EA	\$ 0.99	24%	\$ 0.75
801212	16	1/2" X 3 1/4"Hh Grade 2	EA	\$ 1.34	24%	\$ 1.01
801213	16	1/2 X 3-1/2 Hex Hd Bolt	EA	\$ 4.85	24%	\$ 3.68
801215	16	1/2 X 4 Hex Hd Bolt	EA	\$ 2.19	24%	\$ 1.66
801221	16	1/2" X 5 1/2" H.H. Bolt	EA	\$ 3.74	24%	\$ 2.84
801254	16	1/2 X 1 1/4 Fine Th Bolt	EA	\$ 0.99	24%	\$ 0.75
801517	16	12Mm X 50Mm H.H.Bolt	EA	\$ 3.50	24%	\$ 2.66
801850	16	3/8 X 1 Hh Self Tap	EA	\$ 0.99	24%	\$ 0.75
802724	16	3/8"X 1 1/2"Sb 1/2"Thread	EA	\$ 14.70	24%	\$ 11.17
802726	16	1/2"X 1 1/4"Shoulder Gd-8	EA	\$ 10.70	24%	\$ 8.13
802727	16	1/2" X 1 1/4"Shoulder Blt	EA	\$ 14.30	24%	\$ 10.86
802730	16	1/2"X 2"Shoulder Screw	EA	\$ 61.00	24%	\$ 46.36
802733	16	1/2"X2 1/2"Shoulder Ststl	EA	\$ 39.00	24%	\$ 29.64
802734	16	1/2"X 2 1/2"H.H. Grade-8	EA	\$ 10.10	24%	\$ 7.67
802736	16	5/16"X 1"S.S.Shoulder Blt	EA	\$ 9.90	24%	\$ 7.52
802742	16	5/16"X5/8"Ss Bhshoulder	EA	\$ 4.30	24%	\$ 3.26
803437	16	U Bolt 4"Lg	EA	\$ 10.20	24%	\$ 7.75
803441	16	U-Bolt 3 1/2"Lg	EA	\$ 3.53	24%	\$ 2.68
803527	16	14 1/4" Washer Bolt	EA	\$ 3.81	24%	\$ 2.89
804001	16	5/16 Acorn Nut	EA	\$ 1.04	24%	\$ 0.79
804002	16	3/8 Acorn Nut	EA	\$ 1.25	24%	\$ 0.95
804004	16	1/2 Acorn Nut	EA	\$ 3.32	24%	\$ 2.52
804051	16	1/4 Hex Nut	EA	\$ 0.08	24%	\$ 0.06
804052	16	5/16 Hex Nut	EA	\$ 0.08	24%	\$ 0.06
804053	16	3/8 Hex Nut	EA	\$ 0.26	24%	\$ 0.19
804054	16	7/16 Hex Nut	EA	\$ 0.20	24%	\$ 0.15
804055	16	1/2 Hex Nut	EA	\$ 0.59	24%	\$ 0.44
804058	16	3/4 Hex Nut	EA	\$ 0.65	24%	\$ 0.49
804084	16	5/16 Hex Nut St Stl	EA	\$ 0.29	24%	\$ 0.22
804100	16	5/16"Jam Nut	EA	\$ 0.22	24%	\$ 0.16

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
804108	16	3/8"-16 Jam Nut	EA	\$ 0.08	24%	\$ 0.06
804253	16	7/16"Jam Nut	EA	\$ 0.15	24%	\$ 0.11
804351	16	1/4 Hex Nut Self Lock	EA	\$ 0.15	24%	\$ 0.11
804353	16	3/8" Hex Nut Self Lock	EA	\$ 0.19	24%	\$ 0.14
804355	16	1/2 Hex Lock Nut	EA	\$ 0.36	24%	\$ 0.27
804359	16	5/16"Hex Head Locking Nut	EA	\$ 0.08	24%	\$ 0.06
804365	16	3/8-16 Flange Lock Nut	EA	\$ 0.22	24%	\$ 0.16
804380	16	3/8"Hex Nut Nc Nylock Sst	EA	\$ 0.64	24%	\$ 0.48
804551	16	5/16 T Nut Metal	EA	\$ 1.19	24%	\$ 0.90
804552	16	3/8 T Nut Metal	EA	\$ 1.28	24%	\$ 0.97
804553	16	1/2" T-Nut (Metal)	EA	\$ 1.58	24%	\$ 1.20
804554	16	5/16"-18 Propell Nut	EA	\$ 0.62	24%	\$ 0.47
804555	16	5/16 T Nut (Spanner)	EA	\$ 0.50	24%	\$ 0.38
804556	16	3/8 T Nut (Spanner)	EA	\$ 0.75	24%	\$ 0.57
804557	16	1/2" T-Nut (Spanner)	EA	\$ 2.19	24%	\$ 1.66
804558	16	5/16 T Nut W/3/8 Barrel	EA	\$ 0.69	24%	\$ 0.52
804559	16	1/4" T Nut (Spanner)	EA	\$ 0.77	24%	\$ 0.58
804560	16	3/8 T Nut Stainless Steel	EA	\$ 4.31	24%	\$ 3.27
804562	16	5/16 Tnut 3/8"Barrel Sstl	EA	\$ 5.80	24%	\$ 4.40
804601	16	5/16" T-Nut (Wood)	EA	\$ 0.35	24%	\$ 0.26
804604	16	.38X2.12 Expansion Shield	EA	\$ 4.74	24%	\$ 3.60
804703	16	Avk Threaded Insert 5/16"	EA	\$ 3.39	24%	\$ 2.57
804710	16	3/8" 16 Unc Thread Insert	EA	\$ 1.08	24%	\$ 0.82
804711	16	3/8" Thread Insert .85"Lg	EA	\$ 2.30	24%	\$ 1.74
804716	16	3/8-16 Breakaway Nut	EA	\$ 4.80	24%	\$ 3.64
804804	16	H38Brn 3/8" Barrel Nut	EA	\$ 3.64	24%	\$ 2.76
804810	16	3/8"Hex Insert	EA	\$ 1.99	24%	\$ 1.51
804813	16	5/16" Barrel Nut Ss	EA	\$ 11.00	24%	\$ 8.36
805302	16	1/4"X1 "Alum Drive Rivet	EA	\$ 1.43	24%	\$ 1.08
805614	16	1 1/2"Spring Pin	EA	\$ 0.43	24%	\$ 0.32
806050	16	1/4 X 3/4 Drive Screw	EA	\$ 0.50	24%	\$ 0.38
809693	16	#14 X 1 1/2" Pan Hd Screw	EA	\$ 2.85	24%	\$ 2.16
810053	16	3/8X1.5"Pin-In Bhsc	EA	\$ 0.71	24%	\$ 0.53
811010	16	1/4 X 3/4 Soc Hd Cap Sc	EA	\$ 0.99	24%	\$ 0.75
811012	16	1/4" X 1" Bhscs	EA	\$ 1.25	24%	\$ 0.95
811014	16	1/4" X 1 1/2"Bhcs	EA	\$ 0.91	24%	\$ 0.69
811021	16	1/4" X 2 3/4"Bhcs	EA	\$ 6.20	24%	\$ 4.71
811035	16	5/16"X1/2"But Hd Soc Cap	EA	\$ 1.12	24%	\$ 0.85
811040	16	5/16"X3/4"Btn Hd Soc Sc	EA	\$ 0.70	24%	\$ 0.53
811042	16	5/16"X1"Btn Hd Soc Sc Sst	EA	\$ 0.63	24%	\$ 0.47
811044	16	5/16"X1 1/4"Buthd Soc Set	EA	\$ 0.91	24%	\$ 0.69
811045	16	5/16"X1 1/2"Buthd Soc Sst	EA	\$ 1.18	24%	\$ 0.89
811046	16	5/16"X2" Bh Socket Screw	EA	\$ 1.25	24%	\$ 0.95
811047	16	5/16" X 1 3/4"Bhscs	EA	\$ 0.95	24%	\$ 0.72

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
811048	16	5/16"X2 1/2"But Hd Soc Sc	EA	\$ 7.30	24%	\$ 5.54
811050	16	3/8 X 1 Button Hd Socket	EA	\$ 1.09	24%	\$ 0.82
811051	16	3/8 X 1-1/4 Button Hd Soc	EA	\$ 0.88	24%	\$ 0.66
811052	16	3/8"X3/4"But Hd Soc Cap	EA	\$ 0.88	24%	\$ 0.66
811053	16	.38X1.5"Button Hd Soc Sc	EA	\$ 1.38	24%	\$ 1.04
811054	16	.38X1.75But Hd Soc Cap Sc	EA	\$ 1.66	24%	\$ 1.26
811055	16	3/8 X 2 Soc Hd Cap Sc	EA	\$ 1.74	24%	\$ 1.32
811056	16	.38X2.25"Button Hd Soc Sc	EA	\$ 1.68	24%	\$ 1.27
811057	16	3/8"X2 1/2"But Hd Soc Scr	EA	\$ 1.83	24%	\$ 1.39
811058	16	3/8" X 2-3/4" Button Hd	EA	\$ 2.30	24%	\$ 1.74
811059	16	3/8"X3"Btn Hd Sock Sc	EA	\$ 3.13	24%	\$ 2.37
811060	16	3/8X3 1/4"But Hd Sock Scr	EA	\$ 7.90	24%	\$ 6.00
811061	16	1/2"X1"But Hd Soc Cap Scr	EA	\$ 3.96	24%	\$ 3.00
811062	16	.5X1.25 But Hd Soc Cap Sc	EA	\$ 9.10	24%	\$ 6.91
811063	16	.5X2" But Hd Soc Cap Scr	EA	\$ 5.08	24%	\$ 3.86
811067	16	1/2"X3"But Hd Soc Cap Sc	EA	\$ 9.40	24%	\$ 7.14
811071	16	1/2"X 5 1/2" Bhscs	EA	\$ 24.00	24%	\$ 18.24
811073	16	.5X1.5 But Hd Soc Cap Scr	EA	\$ 4.31	24%	\$ 3.27
811075	16	3/8"X3 1/2"But Hd Screw	EA	\$ 5.00	24%	\$ 3.80
811076	16	3/8" X 4" Bhscs	EA	\$ 6.00	24%	\$ 4.56
811078	16	3/8"X 1/2"But Hd Screw	EA	\$ 6.70	24%	\$ 5.09
811217	16	1/2" X 3/4"Shoulder Screw	EA	\$ 1.99	24%	\$ 1.51
811220	16	1/2"Soc Hd Shoulder 1 1/4	EA	\$ 13.40	24%	\$ 10.18
811226	16	3/8" X 1" Shoulder Bolt	EA	\$ 2.08	24%	\$ 1.58
811227	16	3/8"X 1 1/4"Shoulder Bolt	EA	\$ 2.54	24%	\$ 1.93
811228	16	3/8"X2 1/2"Hex Cap Sc F/T	EA	\$ 19.00	24%	\$ 14.44
811229	16	3/4"X2 3/4"Soc Hd Grade 8	EA	\$ 4.31	24%	\$ 3.27
811251	16	1/4"-20 C'Sink Cap 3/4"Lg	EA	\$ 1.27	24%	\$ 0.96
811549	16	3/8 X 3/8 Set Screw	EA	\$ 0.42	24%	\$ 0.31
811550	16	3/8 X 1/2 Set Screw	EA	\$ 0.55	24%	\$ 0.41
811559	16	1/2 X 1/2 Set Screw	EA	\$ 0.77	24%	\$ 0.58
811561	16	1/2 X 3/4 Set Screw	EA	\$ 0.96	24%	\$ 0.72
812012	16	1/4X1"Pin-In Bhsc W/Patch	EA	\$ 2.43	24%	\$ 1.84
812022	16	1/4X3"Pin-In Bhsc W/Patch	EA	\$ 4.22	24%	\$ 3.20
812040	16	5/16X 3/4"Pin-In Bhsc W/P	EA	\$ 0.99	24%	\$ 0.75
812042	16	5/16X 1"Pin-In Bhsc W/P	EA	\$ 0.88	24%	\$ 0.66
812044	16	5/16X1.25"Pin-In Bhsc W/P	EA	\$ 1.04	24%	\$ 0.79
812045	16	5/16X1.5"Pin-In Bhsc W/Pa	EA	\$ 1.18	24%	\$ 0.89
812046	16	5/16X2"Pin-In Bhsc W/Patc	EA	\$ 1.31	24%	\$ 0.99
812047	16	5/16X1 3/4"Pin-In W/Pa	EA	\$ 1.88	24%	\$ 1.42
812048	16	5/16X2.5"Pin-In Bhsc W/Pa	EA	\$ 3.32	24%	\$ 2.52
812049	16	3/8"X 1/2"But Hd W/Patch	EA	\$ 1.32	24%	\$ 1.00
812050	16	3/8X1"Pin-In Bhsc W/Patch	EA	\$ 1.18	24%	\$ 0.89
812051	16	3/8X1.25"Pin-In Bhsc W/Pa	EA	\$ 1.31	24%	\$ 0.99

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
812052	16	3/8X3/4"Pin-In Bhsc W/Pat	EA	\$ 1.09	24%	\$ 0.82
812053	16	3/8X1.5"Pin-In Bhsc W/Pat	EA	\$ 1.50	24%	\$ 1.14
812054	16	3/8X1.75"Pin-In Bhsc W/Pa	EA	\$ 1.64	24%	\$ 1.24
812055	16	3/8X2"Pin-In Bhsc W/Patch	EA	\$ 1.78	24%	\$ 1.35
812056	16	3/8X2.25"Pin-In Bhsc W/Pa	EA	\$ 1.92	24%	\$ 1.45
812057	16	3/8X2.5"Pin-In Bhsc W/Pat	EA	\$ 2.12	24%	\$ 1.61
812058	16	3/8X2.75"Pin-In Bhsc W/Pa	EA	\$ 2.41	24%	\$ 1.83
812059	16	3/8X3"Pin-In Bhsc W/Patch	EA	\$ 2.30	24%	\$ 1.74
812060	16	3/8X3.25"Pin-In Bhsc W/Pa	EA	\$ 2.99	24%	\$ 2.27
812061	16	1/2X1"Pin-In Bhsc W/Patch	EA	\$ 26.90	24%	\$ 20.44
812074	16	1/2X1.75"Pin-In Bhsc W/Pa	EA	\$ 6.00	24%	\$ 4.56
812075	16	3/8X3.5"Pin-In Bhsc W/Pat	EA	\$ 5.30	24%	\$ 4.02
812076	16	3/8 X 3 3/4" Bhsc W/Patch	EA	\$ 9.70	24%	\$ 7.37
812083	16	1/4X1 1/4"Pbhscs	EA	\$ 3.47	24%	\$ 2.63
812637	16	1/4"Pin-In Hex Key (5/32)	EA	\$ 10.70	24%	\$ 8.13
812638	16	3/8"Pin-In Hex Key (7/32)	EA	\$ 12.20	24%	\$ 9.27
812639	16	5/16"Pin-In Hex Key(3/16)	EA	\$ 7.00	24%	\$ 5.32
812640	16	1/2"Pin-In Hex Key (5/16)	EA	\$ 6.30	24%	\$ 4.78
812641	16	1/4"Pin-In Hex Bit (5/32)	EA	\$ 6.70	24%	\$ 5.09
812642	16	3/8"Pin-In Hex Bit (7/32)	EA	\$ 9.20	24%	\$ 6.99
812643	16	5/16"Pin-In Hex Bit(3/16)	EA	\$ 10.40	24%	\$ 7.90
812644	16	1/2"Pin-In Hex Bit (5/16)	EA	\$ 1.78	24%	\$ 1.35
812653	16	1/4"Pin-In Torx Bit(5/32)	EA	\$ 2.02	24%	\$ 1.53
812654	16	5/16"Pin-In Torxbit(3/16)	EA	\$ 1.50	24%	\$ 1.14
812655	16	3/8"Pin-In Torx Bit(7/32)	EA	\$ 1.92	24%	\$ 1.45
812656	16	1/4"Pin-In Torx Key(5/32)	EA	\$ 3.13	24%	\$ 2.37
812657	16	5/16"Pin-In Torxkey(3/16)	EA	\$ 3.91	24%	\$ 2.97
812658	16	3/8"Pin-In Torx Key(7/32)	EA	\$ 4.61	24%	\$ 3.50
816000	16	1/4" Hex Self-Drive Screw	EA	\$ 0.36	24%	\$ 0.27
816017	16	#10X5/8"Pan Hd Ph Tap Scr	EA	\$ 0.08	24%	\$ 0.06
816018	16	#10X3/4" 1-Way Pan Hd Scr	EA	\$ 0.33	24%	\$ 0.25
816048	16	1/4"X 1 1/2"Self Drive	EA	\$ 0.65	24%	\$ 0.49
816049	16	1/4"X1"Hex Hd Selfdrive	EA	\$ 0.71	24%	\$ 0.53
816050	16	3/8"X 1 1/4" Torx Bhscs	EA	\$ 5.02	24%	\$ 3.81
816079	16	3/8"X 1 1/2"Socket Head	EA	\$ 3.67	24%	\$ 2.78
817326	16	1/4 Lockwasher	EA	\$ 0.08	24%	\$ 0.06
817330	16	5/16 Lockwasher	EA	\$ 0.15	24%	\$ 0.11
817334	16	3/8 Lockwasher	EA	\$ 0.14	24%	\$ 0.10
817338	16	7/16 Lockwasher	EA	\$ 0.29	24%	\$ 0.22
817342	16	1/2 Lockwasher	EA	\$ 0.34	24%	\$ 0.25
817354	16	3/4 Lockwasher	EA	\$ 0.83	24%	\$ 0.63
817400	16	7/16"Od #10 Alum Washer	EA	\$ 0.08	24%	\$ 0.06
817401	16	3/8" Flatwasher 1"O.D.	EA	\$ 0.22	24%	\$ 0.16
817403	16	5/16"Flat W/1 1/8"O.D.	EA	\$ 0.37	24%	\$ 0.28

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
817404	16	5/16"Flatwasher 3/4"Od	EA	\$ 0.15	24%	\$ 0.11
817406	16	5/16" Flatwasher	EA	\$ 0.08	24%	\$ 0.06
817408	16	1/4 Flat Washer	EA	\$ 0.08	24%	\$ 0.06
817410	16	3/8 Flat Washer	EA	\$ 0.12	24%	\$ 0.09
817412	16	1/2 Flat Washer	EA	\$ 0.29	24%	\$ 0.22
817422	16	3/8 Flat Washer 1 1/2" Od	EA	\$ 0.29	24%	\$ 0.22
817423	16	3/8"X 1 1/4"Formed Washer	EA	\$ 2.32	24%	\$ 1.76
817424	16	3/8 Flat Washer 1 1/4" Od	EA	\$ 0.51	24%	\$ 0.38
817425	16	1/2"Flatwasher 1-3/8"O.D	EA	\$ 0.70	24%	\$ 0.53
817449	16	3/8 Flat Washer 1 9/64"Od	EA	\$ 0.67	24%	\$ 0.50
817451	16	3/4"Id Bronze Bearing	EA	\$ 1.55	24%	\$ 1.17
817612	16	3/8 Plastic Washer	EA	\$ 0.20	24%	\$ 0.15
817613	16	3/8"Plastic Spacer	EA	\$ 0.27	24%	\$ 0.20
817738	16	Thrust Washer	EA	\$ 11.30	24%	\$ 8.58
817742	16	1/2"Zinc Coated Washer	EA	\$ 7.40	24%	\$ 5.62
817743	16	3/8"Zinc Coated Washer	EA	\$ 3.53	24%	\$ 2.68
818312	16	3/8"-16 Placing Tool	EA	\$ 42.00	24%	\$ 31.92
818313	16	Tee-Nut Socket	EA	\$ 16.00	24%	\$ 12.16
818317	16	Bronze Bushing 1"Lg	EA	\$ 3.38	24%	\$ 2.56
818319	16	Kidcurb Spike 18"Lg	EA	\$ 10.20	24%	\$ 7.75
818324	16	Flanged Nylon Bushing	EA	\$ 18.00	24%	\$ 13.68
818326	16	4.5Mm Steel Shot-1 Tube	EA	\$ 8.10	24%	\$ 6.15
818331	16	5/16"-16 Placing Tool	EA	\$ 37.00	24%	\$ 28.12
818379	16	Dome Plug 3/8"Thread	EA	\$ 0.64	24%	\$ 0.48
818382	16	Sleeve Bushing 3/4"Lg	EA	\$ 9.40	24%	\$ 7.14
031TSA	48	Treehouse	EA	\$ 56,000.00	6%	\$ 52,640.00
1688SP	16	7' Lexan Replacement Pkg	EA	\$ 3,920.00	24%	\$ 2,979.20
1862RP	16	Mega-Loc Replacement Pkg	EA	\$ 57.00	24%	\$ 43.32
1R27FU	16	3.5"Al Pip W/ Cap 7'	EA	\$ 272.00	24%	\$ 206.72
1R27FV	16	3.5"Al Pip W/ Cap 7'	EA	\$ 272.00	24%	\$ 206.72
1R27FW	16	3.5"Al Pip W/ Cap 7'	EA	\$ 264.00	24%	\$ 200.64
1R51WZ	16	3.5"Al Pip W/ Cap 7'	EA	\$ 267.00	24%	\$ 202.92
2196SP	16	Univ Hood Handhold Pkg	EA	\$ 160.00	24%	\$ 121.60
2327RP	16	5" Upr Insert Retro Fix	EA	\$ 39.00	24%	\$ 29.64
2328HW	16	Hdw-Insert Fix	EA	\$ 5.90	24%	\$ 4.48
2329HW	16	Hdw-Insert Fix	EA	\$ 5.90	24%	\$ 4.48
2329PS	05	5" Upr Insert Retro Fix	EA	\$ 42.00	24%	\$ 31.92
2364PS	05	Powerlock Replacement Pkg	EA	\$ 45.00	24%	\$ 34.20
2386PT	05	Kickplate W/Rung 45 1/2 Dk	EA	\$ 404.00	24%	\$ 307.04
2396RP	16	Brakeless Space Shuttle	EA	\$ 1,340.00	24%	\$ 1,018.40
2406HW	16	Hdw-Boot Replacement	EA	\$ 88.00	24%	\$ 66.88
2406RP	05	Swivel Boot Replacement	EA	\$ 84.00	24%	\$ 63.84
2440RP	15	Handle-Bigfoot Slide	EA	\$ 141.00	16%	\$ 118.44
2444SP	18	Vinyl Top Coating	EA	\$ 310.00	24%	\$ 235.60

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Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
2447RP	05	Octagonal Perf Roof Pkg	EA	\$ 7,649.00	24%	\$ 5,813.24
2518SP	05	Sign Frame Pkg	EA	\$ 561.00	24%	\$ 426.36
2559SP	16	Top Rail Retro-Fit Pkg	EA	\$ 20.00	24%	\$ 15.20
2637SP	06	Xcelerator Retro-Fit Pkg	EA	\$ 507.00	24%	\$ 385.32
2644PT	06	36" Hex Roof Support Pkg	EA	\$ 2,118.00	24%	\$ 1,609.68
2861KT	50	Crawler 2 W/Objects Panel	EA	\$ 6,720.00	20%	\$ 5,376.00
2862KT	50	Toddler 7 W/Thunder Rings	EA	\$ 14,664.00	20%	\$ 11,731.20
2863KT	50	Walker-4 No Bubble Panel	EA	\$ 17,782.00	20%	\$ 14,225.60
2901RP	05	3'Trans Pt Extd Platform	EA	\$ 4,025.00	24%	\$ 3,059.00
2907PT	05	3'Trans Pt 45.5"W/Extplat	EA	\$ 3,592.00	24%	\$ 2,729.92
2921SP	06	Mini Pod Retro-Fit Hanger	EA	\$ 386.00	24%	\$ 293.36
2922XP	05	Mini Pod Retro-Fit Hanger	EA	\$ 464.00	24%	\$ 352.64
2998XP	05	Single X-Pod Step	EA	\$ 1,281.00	24%	\$ 973.56
3049SP	15	Nature Play House S/M	EA	\$ 14,179.00	16%	\$ 11,910.36
3201SP	54	3 1/2" Enclosed Tot Nyc	EA	\$ 360.00	9%	\$ 327.60
3202SP	47	3 1/2" Belt Seat Nyc	EA	\$ 344.00	9%	\$ 313.04
3203SP	54	3 1/2" Super Seat 2 Nyc	EA	\$ 366.00	9%	\$ 333.06
3249RP	05	4'Trans Pt W/Ext Platform	EA	\$ 3,917.00	24%	\$ 2,976.92
3253RP	05	Deck Extension	EA	\$ 1,304.00	24%	\$ 991.04
3337RX	05	X-Connector 4-Ps	EA	\$ 115.00	24%	\$ 87.40
3358SP	51	Ps Arch Swing W/3 1/2" Tr	EA	\$ 1,824.00	3%	\$ 1,769.28
3363SP	51	Add-A-Bay W/3 1/2"Toprail	EA	\$ 1,029.00	3%	\$ 998.13
3628XP	05	X-Connector 4-Pt	EA	\$ 115.00	24%	\$ 87.40
38109L	54	Large Mushroom Red W/Label	EA	\$ 611.00	9%	\$ 556.01
38110L	52	Small Mushroom -Red W/Label	EA	\$ 518.00	16%	\$ 435.12
38111L	52	Tree Stump	EA	\$ 641.00	16%	\$ 538.44
38218L	48	Small Mushroom - Brown W/Label	EA	\$ 518.00	6%	\$ 486.92
38219L	52	Large Mushroom Brown W/Label	EA	\$ 611.00	16%	\$ 513.24
38220L	52	Flower Yellow Petals W/Label	EA	\$ 518.00	16%	\$ 435.12
38221L	52	Flower Blue Petals W/Label	EA	\$ 518.00	16%	\$ 435.12
38222L	52	Flower Red Petals W/Label	EA	\$ 518.00	16%	\$ 435.12
38223L	49	Tree Stump Table W/Label	EA	\$ 726.00	16%	\$ 609.84
3962RP	05	12' Curved Slide (W/ Slide Panel)	EA	\$ 7,787.00	24%	\$ 5,918.12
3963RP	05	12' Spiral Slide (W/ Slide Panel)	EA	\$ 7,837.00	24%	\$ 5,956.12
3964RP	05	Panel Enclosure (For 12' Tower)	EA	\$ 1,632.00	24%	\$ 1,240.32
3965RP	05	12' Curved Slide Reverse (Slide Pnl)	EA	\$ 7,787.00	24%	\$ 5,918.12
3966RP	05	4' Spiral Stairs (Reverse)(W/ Filler)	EA	\$ 3,439.00	24%	\$ 2,613.64
3967RP	05	Citadel Tower W/ 3D Panels	EA	\$ 14,874.00	24%	\$ 11,304.24
3981RP	05	12' Spiral Slide Reverse (Slide Pnl)	EA	\$ 7,837.00	24%	\$ 5,956.12
3982RP	05	4' Spiral Stairs (W/ Filler)	EA	\$ 3,312.00	24%	\$ 2,517.12
4044RP	05	Tower Extensions W/O Cap	EA	\$ 353.00	24%	\$ 268.28
4045RP	05	Tower Extensions W/ Cap	EA	\$ 386.00	24%	\$ 293.36
4097RP	06	Cyberslide Replacement	EA	\$ 1,879.00	24%	\$ 1,428.04
4336RP	05	12' Wildertube Tower Slide	EA	\$ 7,705.00	24%	\$ 5,855.80

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
4337RP	05	12' Wildertube Tower Slide Reverse	EA	\$ 7,705.00	24%	\$ 5,855.80
4422SP	16	Display Expression Swing & Frame	EA	\$ 3,787.00	24%	\$ 2,878.12
4485RP	05	Whirlwind Climber Link	EA	\$ 1,458.00	24%	\$ 1,108.08
4486PT	05	Whirlwind Climber Link	EA	\$ 2,152.00	24%	\$ 1,635.52
504TSA	48	Mother Tree	EA	\$ 44,600.00	6%	\$ 41,924.00
578TSA	48	Sea Turtle Climber	EA	\$ 7,860.00	6%	\$ 7,388.40
579TSA	48	Tree Frog Climber	EA	\$ 7,360.00	6%	\$ 6,918.40
581TSA	48	Soccer Ball Climber	EA	\$ 4,900.00	6%	\$ 4,606.00
582TSA	48	Baseball Climber	EA	\$ 6,200.00	6%	\$ 5,828.00
620TSA	48	Eagle Topper	EA	\$ 2,460.00	6%	\$ 2,312.40
A03650	16	Tru-Loc	EA	\$ 27.10	24%	\$ 20.59
A03861	16	Tru-Loc Panel Attach	EA	\$ 25.00	24%	\$ 19.00
A63515	16	Power Lock Base	EA	\$ 19.00	24%	\$ 14.44
A63517	16	Power Lock Cap	EA	\$ 29.00	24%	\$ 22.04
CPS422	05	Filler Plate	EA	\$ 95.00	24%	\$ 72.20
DH1305	16	5" Al Pip W/Al Cap 6'	EA	\$ 341.00	24%	\$ 259.16
DIU3V6	16	5"Al Pip W/Al Cap 6'	EA	\$ 319.00	24%	\$ 242.44
DIU3V7	16	5"Al Pip W/Al Cap 6'	EA	\$ 304.00	24%	\$ 231.04
FF0152	16	Hardware For Ff0151	EA	\$ 27.00	24%	\$ 20.52
G12009	05	3 1/2" Upprt Ass'Y Galv 6'	EA	\$ 185.00	24%	\$ 140.60
G12011	05	Galv Perf Roof (Sq.Deck)	EA	\$ 1,911.00	24%	\$ 1,452.36
G12022	05	3 1/2" Upprt Ass'Y Galv 7'	EA	\$ 209.00	24%	\$ 158.84
G12023	05	3 1/2" Upprt Ass'Y Galv 8'	EA	\$ 233.00	24%	\$ 177.08
G12024	05	3 1/2" Upprt Ass'Y Galv 9'	EA	\$ 257.00	24%	\$ 195.32
G12025	05	3 1/2" Upprt Ass'Y Galv 10'	EA	\$ 282.00	24%	\$ 214.32
G12026	05	3 1/2" Upprt Ass'Y Galv 11'	EA	\$ 306.00	24%	\$ 232.56
G12027	05	3 1/2" Upprt Ass'Y Galv 12'	EA	\$ 329.00	24%	\$ 250.04
G12068	05	3 1/2" Upprt Ass'Y Galv 13'	EA	\$ 354.00	24%	\$ 269.04
G12069	05	3 1/2" Upprt Ass'Y Galv 14'	EA	\$ 377.00	24%	\$ 286.52
G12077	05	3 1/2" Upprt Ass'Y Galv 15'	EA	\$ 399.00	24%	\$ 303.24
G12649	05	3 1/2" Upprt Ass'Y Galv 3'	EA	\$ 113.00	24%	\$ 85.88
G12650	05	3 1/2" Upprt Ass'Y Galv 4'	EA	\$ 138.00	24%	\$ 104.88
G12651	05	3 1/2" Upprt Ass'Y Galv 5'	EA	\$ 161.00	24%	\$ 122.36
G12846	05	Custom Mascot Arch Panel	EA	\$ 1,463.00	24%	\$ 1,111.88
G80010	05	3' Upright Assmbly(Galv)	EA	\$ 165.00	24%	\$ 125.40
G80011	05	4' Upright Assembly (Galv)	EA	\$ 205.00	24%	\$ 155.80
G80012	05	5' Upright Assembly (Galv)	EA	\$ 245.00	24%	\$ 186.20
G80013	05	6' Upright Assembly (Galv)	EA	\$ 284.00	24%	\$ 215.84
G80014	05	7' Upright Assembly (Galv)	EA	\$ 323.00	24%	\$ 245.48
G80015	05	8' Upright Assembly (Galv)	EA	\$ 363.00	24%	\$ 275.88
G80016	05	9' Upright Assembly (Galv)	EA	\$ 404.00	24%	\$ 307.04
G80017	05	10' Upright Assembly (Galv)	EA	\$ 443.00	24%	\$ 336.68
G80018	05	11' Upright Assembly (Galv)	EA	\$ 482.00	24%	\$ 366.32
G80019	05	12' Upright Assembly (Galv)	EA	\$ 522.00	24%	\$ 396.72

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
G80020	05	13' Upright Assembly (Galv)	EA	\$ 562.00	24%	\$ 427.12
G80021	05	14' Upright Assembly (Galv)	EA	\$ 602.00	24%	\$ 457.52
G80022	05	15' Upright Assembly (Galv)	EA	\$ 642.00	24%	\$ 487.92
G80183	05	Sail Roof Extensions	EA	\$ 177.00	24%	\$ 134.52
G81652	05	Ship'S Bow	EA	\$ 2,836.00	24%	\$ 2,155.36
G81713	15	Bigfoot Slide F/S	EA	\$ 10,944.00	16%	\$ 9,192.96
G81733	15	F5 Slide W/Out Arch F/S	EA	\$ 7,386.00	16%	\$ 6,204.24
G90261	05	3' Upright, Galv	EA	\$ 165.00	24%	\$ 125.40
G90262	05	4' Upright, Galv	EA	\$ 205.00	24%	\$ 155.80
G90263	05	5' Upright, Galv	EA	\$ 244.00	24%	\$ 185.44
G90264	05	6' Upright, Galv	EA	\$ 283.00	24%	\$ 215.08
G90265	05	7' Upright, Galv	EA	\$ 323.00	24%	\$ 245.48
G90266	05	8' Upright, Galv	EA	\$ 363.00	24%	\$ 275.88
G90267	05	9' Upright, Galv	EA	\$ 403.00	24%	\$ 306.28
G90268	05	10' Upright, Galv	EA	\$ 442.00	24%	\$ 335.92
G90269	05	11' Upright, Galv	EA	\$ 482.00	24%	\$ 366.32
G90270	05	12' Upright, Galv	EA	\$ 521.00	24%	\$ 395.96
G90271	05	13' Upright, Galv	EA	\$ 561.00	24%	\$ 426.36
G90272	05	14' Upright, Galv	EA	\$ 601.00	24%	\$ 456.76
G90273	05	15' Upright, Galv	EA	\$ 641.00	24%	\$ 487.16
GR001	44	Anti-Whip Basketball Net	EA	\$ 10.00	3%	\$ 9.70
GR002	44	Anti-Whip Pro Basketball Net, Includes Tie Cord	EA	\$ 10.00	3%	\$ 9.70
GR003	44	Recreational Basketball Net	EA	\$ 5.00	3%	\$ 4.85
GR004	44	Steel Chain Basketball Net for Double Bumped-RingGo	EA	\$ 30.00	3%	\$ 29.10
GR005	44	Junior Jammer Backboard Adapter, Adjustable To 5 He	EA	\$ 1,500.00	3%	\$ 1,455.00
GR006	44	35 1/2" x 54" Fan-Shape Aluminum Backboard with Wl	EA	\$ 350.00	3%	\$ 339.50
GR007	44	35" x 54" Front-Mount Fan-Shape Steel Backboard witl	EA	\$ 425.00	3%	\$ 412.25
GR008	45	35 1/2" x 54" Fan-Shape Aluminum Backboard with Wl	EA	\$ 375.00	0%	\$ 375.00
GR009	45	35 1/2" x 54" Fan-Shape Aluminum Backboard with Bri	EA	\$ 325.00	0%	\$ 325.00
GR010	44	35" x 54" Front-Mount Fan-Shape Steel Backboard witl	EA	\$ 475.00	3%	\$ 460.75
GR011	44	4-1/2" O.D. Front Mount Adjustable Straight Post, 4' E	EA	\$ 1,235.00	3%	\$ 1,197.95
GR012	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,250.00	3%	\$ 1,212.50
GR013	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,300.00	3%	\$ 1,261.00
GR014	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,300.00	3%	\$ 1,261.00
GR015	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,350.00	3%	\$ 1,309.50
GR016	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,235.00	3%	\$ 1,197.95
GR017	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,250.00	3%	\$ 1,212.50
GR018	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,235.00	3%	\$ 1,197.95
GR019	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,300.00	3%	\$ 1,261.00
GR020	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 1,160.00	3%	\$ 1,125.20
GR021	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 700.00	3%	\$ 679.00
GR022	44	4-1/2" O.D. Front Mount Gooseneck Post with Braces,	EA	\$ 650.00	3%	\$ 630.50
GR023	45	4-1/2" O.D. Front Mount Adjustable Straight Post, 4' E	EA	\$ 1,250.00	0%	\$ 1,250.00
GR024	44	5-9/16" O.D. Braced Gooseneck Post with 6' Extension	EA	\$ 650.00	3%	\$ 630.50

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
GR025	44	Double Ring Playground Breakaway Goal with Nylon Net	EA	\$ 225.00	3%	\$ 218.25
GR026	44	Super Goal with Nylon Net	EA	\$ 110.00	3%	\$ 106.70
GR027	44	Super Goal with Chain Net	EA	\$ 110.00	3%	\$ 106.70
GR028	44	Titan Plus Breakaway Goal with Nylon Net	EA	\$ 200.00	3%	\$ 194.00
GR029	44	Scholastic Flex Breakaway Goal with Nylon Net	EA	\$ 175.00	3%	\$ 169.75
GR030	44	Endurance® Slam Goal with Nylon Net	EA	\$ 60.00	3%	\$ 58.20
GR031	44	Institutional Goal with Nylon Net	EA	\$ 125.00	3%	\$ 121.25
GR032	45	Soccer Goal Underground Anchors, Set Of Four	EA	\$ 150.00	0%	\$ 150.00
GR033	44	3" Galactico Touchline Portable Soccer Goal, 8' X 24' ,\	EA	\$ 2,000.00	3%	\$ 1,940.00
GR034	44	3" Galactico Touchline Portable Soccer Goal, 6' x 12' ,\	EA	\$ 1,400.00	3%	\$ 1,358.00
GR035	44	3" Galactico Touchline Portable Soccer Goal, 4' x 6' ,N	EA	\$ 1,300.00	3%	\$ 1,261.00
GR036	45	3" Galactico Touchline Portable Soccer Goal, 4' x 6' ,W	EA	\$ 600.00	0%	\$ 600.00
GR037	45	Premium Polyethylene Tennis Net, 42' length, 3 MM	EA	\$ 175.00	0%	\$ 175.00
H12009	05	6' Heavy Wall Upright	EA	\$ 289.00	24%	\$ 219.64
H12022	05	7' Heavy Wall Upright	EA	\$ 320.00	24%	\$ 243.20
H12023	05	8' Heavy Wall Upright	EA	\$ 351.00	24%	\$ 266.76
H12024	05	9' Heavy Wall Upright	EA	\$ 383.00	24%	\$ 291.08
H12025	05	10' Heavy Wall Upright	EA	\$ 414.00	24%	\$ 314.64
H12026	05	11' Heavy Wall Upright	EA	\$ 445.00	24%	\$ 338.20
H12027	05	12' Heavy Wall Upright	EA	\$ 477.00	24%	\$ 362.52
H12068	05	13' Heavy Wall Upright	EA	\$ 508.00	24%	\$ 386.08
H12069	05	14' Heavy Wall Upright	EA	\$ 539.00	24%	\$ 409.64
H12077	05	15' Heavy Wall Upright	EA	\$ 570.00	24%	\$ 433.20
H38451	16	Hdw Comp 10113	EA	\$ 8.00	24%	\$ 6.08
H80011	05	4' Upright Assembly (Hvy)	EA	\$ 343.00	24%	\$ 260.68
H80012	05	5' Upright Assembly (Hvy)	EA	\$ 397.00	24%	\$ 301.72
H80013	05	6' Upright Assembly (Hvy)	EA	\$ 451.00	24%	\$ 342.76
H80014	05	7' Upright Assembly (Hvy)	EA	\$ 506.00	24%	\$ 384.56
H80015	05	8' Upright Assembly (Hvy)	EA	\$ 559.00	24%	\$ 424.84
H80016	05	9' Upright Assembly (Hvy)	EA	\$ 614.00	24%	\$ 466.64
H80017	05	10' Upright Assy (Hvy)	EA	\$ 667.00	24%	\$ 506.92
H80018	05	11' Upright Assy (Hvy)	EA	\$ 721.00	24%	\$ 547.96
H80019	05	12' Upright Assy (Hvy)	EA	\$ 776.00	24%	\$ 589.76
H80020	05	13' Upright Assy (Hvy)	EA	\$ 830.00	24%	\$ 630.80
H80021	05	14' Upright Assy(7Ga Galv)	EA	\$ 885.00	24%	\$ 672.60
H80022	05	15' Upright Assy(7Ga Galv)	EA	\$ 938.00	24%	\$ 712.88
H90261	05	3' Upright, Hw	EA	\$ 289.00	24%	\$ 219.64
H90262	05	4' Upright, Hw	EA	\$ 342.00	24%	\$ 259.92
H90263	05	5' Upright, Hw	EA	\$ 396.00	24%	\$ 300.96
H90264	05	6' Upright, Hw	EA	\$ 451.00	24%	\$ 342.76
H90265	05	7' Upright, Hw	EA	\$ 505.00	24%	\$ 383.80
H90266	05	8' Upright, Hw	EA	\$ 558.00	24%	\$ 424.08
H90267	05	9' Upright, Hw	EA	\$ 613.00	24%	\$ 465.88
H90268	05	10' Upright, Hw	EA	\$ 666.00	24%	\$ 506.16

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
H90269	05	11' Upright, Hw	EA	\$ 720.00	24%	\$ 547.20
H90270	05	12' Upright, Hw	EA	\$ 775.00	24%	\$ 589.00
H90271	05	13' Upright, Hw	EA	\$ 829.00	24%	\$ 630.04
H90272	05	14' Upright, Hw	EA	\$ 883.00	24%	\$ 671.08
H90273	05	15' Upright, Hw	EA	\$ 937.00	24%	\$ 712.12
IX16001	05	Celestial	EA	\$ 56,597.00	24%	\$ 43,013.72
IX16003	05	Skyward	EA	\$ 89,837.00	24%	\$ 68,276.12
IX16005	05	Aurora	EA	\$ 57,160.00	24%	\$ 43,441.60
IX16218	05	Saturn	EA	\$ 55,864.00	24%	\$ 42,456.64
IX16219	05	Jupiter	EA	\$ 43,814.00	24%	\$ 33,298.64
IX17002	05	Orion	EA	\$ 73,865.00	24%	\$ 56,137.40
IX17003	05	Europa	EA	\$ 75,608.00	24%	\$ 57,462.08
IX17004	05	Venture	EA	\$ 60,126.00	24%	\$ 45,695.76
IX18001	05	Cosmic	EA	\$ 51,977.00	24%	\$ 39,502.52
IX19000	05	Journey	EA	\$ 61,063.00	24%	\$ 46,407.88
K03861	16	Tru-LOC Panel Attach	EA	\$ 25.00	24%	\$ 19.00
LE2544	16	5"Gv Pip W/O Cap 12'	EA	\$ 604.00	24%	\$ 459.04
LE2545	16	5"Gv Pip W/Al Cap 12'	EA	\$ 627.00	24%	\$ 476.52
LIH1MJ	16	5"Gv Pip W/O Cap 12'	EA	\$ 574.00	24%	\$ 436.24
LIH1MK	16	5"Gv Pip W/O Cap 12'	EA	\$ 567.00	24%	\$ 430.92
M12747	05	1'-6"/2'-0" Skywheel Attch-2 Whls	EA	\$ 1,605.00	24%	\$ 1,219.80
M12748	05	2'-6"/3'-0" Skywheel Attch-2 Whls	EA	\$ 1,647.00	24%	\$ 1,251.72
M12749	05	Skywheel Link 6'-0" (2 Whl)	EA	\$ 1,318.00	24%	\$ 1,001.68
M16717	06	147" Ada Ramp Link	EA	\$ 6,503.00	24%	\$ 4,942.28
M18762	05	Double Leaf Topper	EA	\$ 727.00	24%	\$ 552.52
M19046	05	Tunnel Up Climber	EA	\$ 2,180.00	24%	\$ 1,656.80
M19244	06	Thunderring Panel	EA	\$ 928.00	24%	\$ 705.28
M19246	06	Thunderring Panel Below	EA	\$ 964.00	24%	\$ 732.64
M19274	46	Jam Shack	EA	\$ 5,757.00	16%	\$ 4,835.88
M19288	05	Tunnel-Up Climber (Attachment)	EA	\$ 2,236.00	24%	\$ 1,699.36
M19429	05	Double W/ Spiral Slide	EA	\$ 4,986.00	24%	\$ 3,789.36
M19747	05	Traverse Climber Link (1' rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
M19748	05	Traverse Climber Link (1'6" rise)	EA	\$ 2,570.00	24%	\$ 1,953.20
M19749	05	Traverse Climber Link (2' rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
M19750	05	Traverse Climber Link (2'6 rise)	EA	\$ 2,563.00	24%	\$ 1,947.88
M19751	05	Traverse Climber Link (3' rise)	EA	\$ 2,573.00	24%	\$ 1,955.48
M19752	05	Traverse Climber	EA	\$ 2,144.00	24%	\$ 1,629.44
M2357	06	4' "S" Tube Slide	EA	\$ 2,882.00	24%	\$ 2,190.32
M2358	06	5' "S" Tube Slide	EA	\$ 3,031.00	24%	\$ 2,303.56
M2369	05	2'Straight Tube Slide	EA	\$ 2,035.00	24%	\$ 1,546.60
M2370	05	3'Straight Tube Slide	EA	\$ 2,192.00	24%	\$ 1,665.92
M2371	05	4'Straight Tube Slide	EA	\$ 2,641.00	24%	\$ 2,007.16
M2372	05	5'Straight Tube Slide	EA	\$ 2,794.00	24%	\$ 2,123.44
M2379	06	4' "L"Tube Slide	EA	\$ 2,587.00	24%	\$ 1,966.12

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
M2380	06	5' "L"Tube Slide	EA	\$ 3,020.00	24%	\$ 2,295.20
M2385	05	4' P-A-B Crawl Tube Clear	EA	\$ 2,778.00	24%	\$ 2,111.28
M2389	05	3'P-A-B Slide-Clear	EA	\$ 3,676.00	24%	\$ 2,793.76
M2390	05	4'P-A-B Slide-Clear	EA	\$ 4,019.00	24%	\$ 3,054.44
M2391	05	5'P-A-B Slide-Clear	EA	\$ 4,216.00	24%	\$ 3,204.16
M2449	05	Sp-A-B Tube Slide Clear	EA	\$ 4,634.00	24%	\$ 3,521.84
M2455	05	Sp-A-B Tube Slide Clear	EA	\$ 4,970.00	24%	\$ 3,777.20
M2492	05	4'"L"P-A-B Slide Clear	EA	\$ 4,108.00	24%	\$ 3,122.08
M2493	05	5'"L"P-A-B Slide Clear	EA	\$ 4,530.00	24%	\$ 3,442.80
M2521	05	3'-0" Multi-Color Tube Slide	EA	\$ 2,362.00	24%	\$ 1,795.12
M26073	05	Single Sky Wheel	EA	\$ 2,303.00	24%	\$ 1,750.28
M26081	05	Sky Wheels	EA	\$ 2,105.00	24%	\$ 1,599.80
M26144	05	Ashiko & Djembe	EA	\$ 1,703.00	24%	\$ 1,294.28
M2655	05	8'Tunnel-Up 30" Tubes	EA	\$ 3,277.00	24%	\$ 2,490.52
M2661	05	S 24" Crawl Tube W/Spy Holes	EA	\$ 1,872.00	24%	\$ 1,422.72
M2795	05	45 1/2"Hexadome Roof	EA	\$ 3,906.00	24%	\$ 2,968.56
M32103	05	8' Catalyst Spiral	EA	\$ 7,419.00	24%	\$ 5,638.44
M3310	15	Caterpillar Crawl Tube	EA	\$ 2,037.00	16%	\$ 1,711.08
M36007	05	Ashiko & Djembe	EA	\$ 1,684.00	24%	\$ 1,279.84
M36011	05	Worm Hole Link	EA	\$ 8,861.00	24%	\$ 6,734.36
M36019	05	Worm Hole Attachment	EA	\$ 8,803.00	24%	\$ 6,690.28
M38010	15	Vine Climber Low (Multi-Color)	EA	\$ 1,685.00	16%	\$ 1,415.40
M38011	15	Vine Climber High (Multi-Color)	EA	\$ 3,040.00	16%	\$ 2,553.60
M38224	15	Clown Fish	EA	\$ 4,241.00	16%	\$ 3,562.44
M5055	52	Merry-Go-All	EA	\$ 5,644.00	16%	\$ 4,740.96
M6223	15	Merry Musical	EA	\$ 4,630.00	16%	\$ 3,889.20
M6224	15	Schooner	EA	\$ 19,608.00	16%	\$ 16,470.72
M6231	15	G2	EA	\$ 4,269.00	16%	\$ 3,585.96
M80119	05	Hexadome Roof	EA	\$ 4,080.00	24%	\$ 3,100.80
M80184	05	Quad Sail	EA	\$ 1,893.00	24%	\$ 1,438.68
M80185	05	Tri Sail	EA	\$ 1,420.00	24%	\$ 1,079.20
M80186	05	Hex Sail	EA	\$ 2,835.00	24%	\$ 2,154.60
M80196	05	Double Leaf Topper	EA	\$ 715.00	24%	\$ 543.40
M80703	05	2'Crawl Tube W/Spy Holes	EA	\$ 1,366.00	24%	\$ 1,038.16
M80704	05	90Deg Crawl Tube W/Spy	EA	\$ 1,564.00	24%	\$ 1,188.64
M80705	05	Lcrawl Tube	EA	\$ 2,361.00	24%	\$ 1,794.36
M80708	05	Crawl Tube Attachment	EA	\$ 1,201.00	24%	\$ 912.76
M80709	05	180Deg Crawl Tube	EA	\$ 2,438.00	24%	\$ 1,852.88
M80710	05	4' Clear Crawl Tube	EA	\$ 2,980.00	24%	\$ 2,264.80
M80711	05	8' Clear Crawl Tube	EA	\$ 5,161.00	24%	\$ 3,922.36
M80718	05	Boomerang Crawl Tube	EA	\$ 3,428.00	24%	\$ 2,605.28
M80719	05	Big Dipper Crawl Tube	EA	\$ 2,158.00	24%	\$ 1,640.08
M80720	05	Down Under Crawl Tube	EA	\$ 4,299.00	24%	\$ 3,267.24
M80724	05	4-Way Crawl Tube	EA	\$ 3,582.00	24%	\$ 2,722.32

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
M80725	05	Criss-Cross Crawl Tube	EA	\$ 5,927.00	24%	\$ 4,504.52
M80726	05	Dbl Down Under Crawl Tube	EA	\$ 5,204.00	24%	\$ 3,955.04
M81535	05	Skywheel Link	EA	\$ 1,982.00	24%	\$ 1,506.32
M81587	05	Skywheel Attachment	EA	\$ 1,315.00	24%	\$ 999.40
M81747	15	Fun-Semble	EA	\$ 9,467.00	16%	\$ 7,952.28
M81748	15	Beat Club	EA	\$ 2,206.00	16%	\$ 1,853.04
M81749	15	Drum Circle	EA	\$ 10,132.00	16%	\$ 8,510.88
M81754	15	Music Time	EA	\$ 1,561.00	16%	\$ 1,311.24
M90144	05	4' Corner Vine Climber	EA	\$ 1,237.00	24%	\$ 940.12
M90145	05	4' Corner Vine Climber Reverse	EA	\$ 1,217.00	24%	\$ 924.92
M90146	05	4'-6"/5' Corner Vine Climber	EA	\$ 1,755.00	24%	\$ 1,333.80
M90147	05	4'-6"/5' Corner Vine Climber Reverse	EA	\$ 1,738.00	24%	\$ 1,320.88
M90148	05	5'-6"/6' Corner Vine Climber	EA	\$ 2,053.00	24%	\$ 1,560.28
M90149	05	5'-6"/6' Corner Vine Climber Reverse	EA	\$ 2,085.00	24%	\$ 1,584.60
M90150	05	3'/4' Single Vine Climber	EA	\$ 2,175.00	24%	\$ 1,653.00
M90151	05	5'/6' Double Vine Climber	EA	\$ 4,188.00	24%	\$ 3,182.88
M90152	05	5'/6' Sgl Vine Climber Link	EA	\$ 2,343.00	24%	\$ 1,780.68
M90153	05	6'/7' Std Double Vine Climber Link	EA	\$ 4,532.00	24%	\$ 3,444.32
M90154	05	6'/7' Offset Double Vine Climber Link	EA	\$ 3,491.00	24%	\$ 2,653.16
M90155	05	6' 90 Deg Single Vine Climber Link	EA	\$ 2,649.00	24%	\$ 2,013.24
M90156	05	4'/5' 90 Deg Double Vine Climber Link	EA	\$ 3,487.00	24%	\$ 2,650.12
M90186	05	Ashiko & Djembe Panel	EA	\$ 1,103.00	24%	\$ 838.28
M90188	05	Calabazo Panel	EA	\$ 685.00	24%	\$ 520.60
M90189	05	Ganza Panel	EA	\$ 1,296.00	24%	\$ 984.96
M90190	05	Udus Panel	EA	\$ 871.00	24%	\$ 661.96
M90274	05	4' 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,686.00	24%	\$ 2,041.36
M90275	05	5' 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,007.00	24%	\$ 2,285.32
M90276	05	6' 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,333.00	24%	\$ 2,533.08
M90277	05	4' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,628.00	24%	\$ 1,997.28
M90278	05	5' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 2,993.00	24%	\$ 2,274.68
M90279	05	6' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 3,325.00	24%	\$ 2,527.00
M90280	05	8' Quick 'L' Tube Slide, Std, 30" Dia	EA	\$ 4,178.00	24%	\$ 3,175.28
M90281	05	5' Quick 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,090.00	24%	\$ 2,348.40
M90282	05	6' Quick 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,512.00	24%	\$ 2,669.12
M90283	05	4' 'S' Tube Slide, Std, 30" Dia	EA	\$ 2,888.00	24%	\$ 2,194.88
M90284	05	5' 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,219.00	24%	\$ 2,446.44
M90285	05	6' 'S' Tube Slide, Std, 30" Dia	EA	\$ 3,575.00	24%	\$ 2,717.00
M90286	05	8' Sky Hi Spiral Tube Slide, 30" Dia	EA	\$ 4,670.00	24%	\$ 3,549.20
M90287	05	6' Spiral Tube Slide, 30" Dia	EA	\$ 4,503.00	24%	\$ 3,422.28
M90288	05	2' Straight Tube Slide, 30" Dia	EA	\$ 2,033.00	24%	\$ 1,545.08
M90289	05	3' Straight Tube Slide, 30" Dia	EA	\$ 2,312.00	24%	\$ 1,757.12
M90290	05	4' Straight Tube Slide, 30" Dia	EA	\$ 2,612.00	24%	\$ 1,985.12
M90291	05	5' Straight Tube Slide, 30" Dia	EA	\$ 2,928.00	24%	\$ 2,225.28
M90292	05	6' Straight Tube Slide, 30" Dia	EA	\$ 3,274.00	24%	\$ 2,488.24

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
M90293	05	8' Straight Tube Slide, 30" Dia	EA	\$ 4,061.00	24%	\$ 3,086.36
M90593	05	Straight Crawl Tube (1 Deck Span)	EA	\$ 1,690.00	24%	\$ 1,284.40
M90594	05	Straight Crawl Tube (2 Deck Span)	EA	\$ 2,503.00	24%	\$ 1,902.28
M90595	05	S Crawl Tube	EA	\$ 2,380.00	24%	\$ 1,808.80
M90597	05	Fun-L Up Crawl Tube Link	EA	\$ 2,105.00	24%	\$ 1,599.80
M90605	05	Punched Steel Crawl Tube (Above)	EA	\$ 5,287.00	24%	\$ 4,018.12
M90606	05	Punched Steel Crawl Tube (Below)	EA	\$ 5,663.00	24%	\$ 4,303.88
M90612	05	Crawl-In Double Fun-L Up	EA	\$ 3,079.00	24%	\$ 2,340.04
M90613	05	Walk-In Double Fun-L Up	EA	\$ 3,382.00	24%	\$ 2,570.32
M90614	05	Walk In Double Fun-L Over	EA	\$ 3,382.00	24%	\$ 2,570.32
M90615	05	Fun-L Up & Around	EA	\$ 2,854.00	24%	\$ 2,169.04
M90616	05	Fun-L Up & Across	EA	\$ 2,914.00	24%	\$ 2,214.64
M90626	05	Fun-L Crawl Tube Attachment	EA	\$ 2,284.00	24%	\$ 1,735.84
M90630	05	Walk-In Double Funnel Up	EA	\$ 3,541.00	24%	\$ 2,691.16
M90637	05	Tunnel Up	EA	\$ 2,874.00	24%	\$ 2,184.24
MCM1NI	40	Modern City M Series 1 (IG)	EA	\$ 32,988.00	6%	\$ 31,008.72
MCM1NS	40	Modern City M Series 1 (SM)	EA	\$ 32,988.00	6%	\$ 31,008.72
MCM2NI	40	Modern City M Series 2 (IG)	EA	\$ 22,705.00	6%	\$ 21,342.70
MCM2NS	40	Modern City M Series 2 (SM)	EA	\$ 22,705.00	6%	\$ 21,342.70
MCM3RI	40	Modern City M Series 3 (Roto/IG)	EA	\$ 46,462.00	6%	\$ 43,674.28
MCM3RS	40	Modern City M Series 3 (Roto/SM)	EA	\$ 46,462.00	6%	\$ 43,674.28
MCM3SI	40	Modern City M Series 3 (Stainless/IG)	EA	\$ 46,462.00	6%	\$ 43,674.28
MCM3SS	40	Modern City M Series 3 (Stainless/SM)	EA	\$ 46,462.00	6%	\$ 43,674.28
MCM4NI	40	Modern City M Series 4 (IG)	EA	\$ 4,461.00	6%	\$ 4,193.34
MCM4NS	40	Modern City M Series 4 (SM)	EA	\$ 4,956.00	6%	\$ 4,658.64
MCM5NI	40	Modern City M Series 5 (IG)	EA	\$ 4,155.00	6%	\$ 3,905.70
MCM5NS	40	Modern City M Series 5 (SM)	EA	\$ 4,398.00	6%	\$ 4,134.12
MCM6NI	40	Modern City M Series 6 (IG)	EA	\$ 4,792.00	6%	\$ 4,504.48
MCM6NS	40	Modern City M Series 6 (SM)	EA	\$ 5,037.00	6%	\$ 4,734.78
MCM7NI	40	Modern City M Series 7 (IG)	EA	\$ 4,157.00	6%	\$ 3,907.58
MCM7NS	40	Modern City M Series 7 (SM)	EA	\$ 4,402.00	6%	\$ 4,137.88
MCV1RI	40	Modern City V Series 1 (Roto/IG)	EA	\$ 25,803.00	6%	\$ 24,254.82
MCV1RS	40	Modern City V Series 1 (Roto/SM)	EA	\$ 25,803.00	6%	\$ 24,254.82
MCV1SI	40	Modern City V Series 1 (Stainless/IG)	EA	\$ 25,803.00	6%	\$ 24,254.82
MCV1SS	40	Modern City V Series 1 (Stainless/SM)	EA	\$ 25,803.00	6%	\$ 24,254.82
MCX1NI	40	Modern City X Series 1 (No slide/IG)	EA	\$ 54,721.00	6%	\$ 51,437.74
MCX1NS	40	Modern City X Series 1 (No slide/SM)	EA	\$ 54,721.00	6%	\$ 51,437.74
MCX2NI	40	Modern City X Series 2 (No slide/IG)	EA	\$ 61,948.00	6%	\$ 58,231.12
MCX2NS	40	Modern City X Series 2 (No slide/SM)	EA	\$ 61,948.00	6%	\$ 58,231.12
MCX3RI	40	Modern City X Series 3 (Roto/IG)	EA	\$ 77,428.00	6%	\$ 72,782.32
MCX3RS	40	Modern City X Series 3 (Roto/SM)	EA	\$ 77,428.00	6%	\$ 72,782.32
MCX3SI	40	Modern City X Series 3 (Stainless/IG)	EA	\$ 77,428.00	6%	\$ 72,782.32
MCX3SS	40	Modern City X Series 3 (Stainless/SM)	EA	\$ 77,428.00	6%	\$ 72,782.32
MCX4RI	40	Modern City X Series 4 (Roto/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
MCX4RS	40	Modern City X Series 4 (Roto/SM)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX4SI	40	Modern City X Series 4 (Stainless/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX4SS	40	Modern City X Series 4 (Stainless/SM)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX5RI	40	Modern City X Series 5 (Roto/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX5RS	40	Modern City X Series 5 (Roto/SM)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX5SI	40	Modern City X Series 5 (Stainless/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX5SS	40	Modern City X Series 5 (Stainless/SM)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX6RI	40	Modern City X Series 6 (Roto/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX6SI	40	Modern City X Series 6 (Stainless/IG)	EA	\$ 64,995.00	6%	\$ 61,095.30
MCX7NI	40	Modern City X Series 7 (No slide/IG)	EA	\$ 61,949.00	6%	\$ 58,232.06
MCX7NS	40	Modern City X Series 7 (No slide/SM)	EA	\$ 61,949.00	6%	\$ 58,232.06
MCX8NI	40	Modern City X Series 8 (No slide/IG)	EA	\$ 61,949.00	6%	\$ 58,232.06
P342	70	Portable Tetherball Set	SET	\$ 349.00	3%	\$ 338.53
P343	70	Permanent Tetherball Set	SET	\$ 217.00	3%	\$ 210.49
P5153	48	Classic Solo Swing 3 1/2" X 8' Painted	EA	\$ 1,389.00	6%	\$ 1,305.66
P5154	48	Classic Solo Swing Aab 3 1/2" X8'	EA	\$ 623.00	6%	\$ 585.62
P5542	54	Classic Swing 2 3/8" X 8' Painted	EA	\$ 1,428.00	9%	\$ 1,299.48
P5544	48	Classic Swing 3 1/2" X 8' Painted	EA	\$ 1,415.00	6%	\$ 1,330.10
P5545	48	Classic Swing 3 1/2" X 10' Painted	EA	\$ 1,574.00	6%	\$ 1,479.56
P5546	54	Classic Swing Add Bay 2 3/8"X8'Painted	EA	\$ 689.00	9%	\$ 626.99
P5548	54	Classic Swing Add Bay 3 1/2"X8'Painted	EA	\$ 674.00	9%	\$ 613.34
P5549	54	Classic Swing Add Bay 3 1/2"X10' Paint	EA	\$ 722.00	9%	\$ 657.02
P619	15	Space Crawlway Painted	EA	\$ 2,392.00	16%	\$ 2,009.28
P831	70	T-Swing (Painted),3 1/2" Od	EA	\$ 1,092.00	3%	\$ 1,059.24
P8542	54	Ada 8' Ht Swing Frame, 2 3/8" Toprail	EA	\$ 1,428.00	9%	\$ 1,299.48
P8544	48	Ada 8' Ht Swing Frame, 3 1/2" Toprail	EA	\$ 1,408.00	6%	\$ 1,323.52
P8545	48	Ada 10' Ht Swing Frame, 3 1/2" Toprail	EA	\$ 1,566.00	6%	\$ 1,472.04
P8546	54	Ada 8' Ht Add-A-Bay, 2 3/8" Toprail	EA	\$ 689.00	9%	\$ 626.99
P8548	54	Ada 8' Ht Add-A-Bay, 3 1/2" Toprail	EA	\$ 674.00	9%	\$ 613.34
P8549	54	Ada 10' Ht Add-A-Bay, 3 1/2" Toprail	EA	\$ 718.00	9%	\$ 653.38
P954	35	Giant Muscle Man Painted	EA	\$ 7,469.00	16%	\$ 6,273.96
P988	15	Deluxe Mountain Climber Painted	EA	\$ 3,805.00	16%	\$ 3,196.20
PS16004	05	Extra Innings	EA	\$ 101,067.00	24%	\$ 76,810.92
PS16017	05	Moon Walk	EA	\$ 89,242.00	24%	\$ 67,823.92
PS17001	05	Accord	EA	\$ 151,293.00	24%	\$ 114,982.68
PS17013	05	Timber Town	EA	\$ 189,511.00	24%	\$ 144,028.36
PS17016	05	Twin Towers	EA	\$ 48,390.00	24%	\$ 36,776.40
PS17025	05	Rainbow Ramp	EA	\$ 84,515.00	24%	\$ 64,231.40
PS17027	05	All for Fun	EA	\$ 96,343.00	24%	\$ 73,220.68
PS17034	05	Arlington	EA	\$ 42,314.00	24%	\$ 32,158.64
PS17234	05	Karen's Cove	EA	\$ 90,402.00	24%	\$ 68,705.52
PS18003	05	Stardust	EA	\$ 90,953.00	24%	\$ 69,124.28
PS18010	05	Edie's Eddy	EA	\$ 48,389.00	24%	\$ 36,775.64
PS18020	05	Warrior Kids	EA	\$ 67,131.00	24%	\$ 51,019.56

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
PS18022	05	Cyclone	EA	\$ 77,665.00	24%	\$ 59,025.40
PS19000	05	Golden Valley	EA	\$ 188,141.00	24%	\$ 142,987.16
PS19001	05	Summerfaire	EA	\$ 68,348.00	24%	\$ 51,944.48
PS19003	05	Heritage	EA	\$ 133,681.00	24%	\$ 101,597.56
PS19006	06	Gordon Pond	EA	\$ 95,068.00	24%	\$ 72,251.68
PS19007	05	Everwood	EA	\$ 76,243.00	24%	\$ 57,944.68
PS19008	05	Double Funnel	EA	\$ 68,905.00	24%	\$ 52,367.80
PS19009	05	Epix	EA	\$ 32,711.00	24%	\$ 24,860.36
PS19010	05	Aspire	EA	\$ 126,464.00	24%	\$ 96,112.64
PS19012	05	Saratoga	EA	\$ 87,791.00	24%	\$ 66,721.16
PS19013	05	Express	EA	\$ 104,731.00	24%	\$ 79,595.56
PS19014	05	Highlands	EA	\$ 87,409.00	24%	\$ 66,430.84
PS19016	05	Kensington	EA	\$ 176,628.00	24%	\$ 134,237.28
PS19017	05	Puddle Pod	EA	\$ 29,189.00	24%	\$ 22,183.64
PS19018	05	Julian Ridge	EA	\$ 125,583.00	24%	\$ 95,443.08
PS19021	05	Portland	EA	\$ 75,469.00	24%	\$ 57,356.44
PS20000	05	Counterbalance	EA	\$ 107,876.00	24%	\$ 81,985.76
PS20001	05	Curvy Catacomb	EA	\$ 89,841.00	24%	\$ 68,279.16
PS20002	05	Edgy	EA	\$ 59,213.00	24%	\$ 45,001.88
PS20003	05	Island Hopper	EA	\$ 71,539.00	24%	\$ 54,369.64
PS20004	05	Mount More	EA	\$ 68,283.00	24%	\$ 51,895.08
PS20005	05	Nature Hike	EA	\$ 134,576.00	24%	\$ 102,277.76
PS20006	05	Nature Walk	EA	\$ 95,211.00	24%	\$ 72,360.36
PS20007	05	Pinwheel	EA	\$ 73,853.00	24%	\$ 56,128.28
PS20009	05	Rowdy Rhombus	EA	\$ 95,466.00	24%	\$ 72,554.16
PS20010	05	Satellite	EA	\$ 63,268.00	24%	\$ 48,083.68
PS20011	05	Social Circle	EA	\$ 52,967.00	24%	\$ 40,254.92
PS20015	05	Triple Threat	EA	\$ 56,785.00	24%	\$ 43,156.60
PSG16004	05	Extra Innings	EA	\$ 101,291.00	24%	\$ 76,981.16
PSG16017	05	Moon Walk	EA	\$ 89,675.00	24%	\$ 68,153.00
PSG17001	05	Accord	EA	\$ 151,557.00	24%	\$ 115,183.32
PSG17013	05	Timber Town	EA	\$ 189,750.00	24%	\$ 144,210.00
PSG17016	05	Twin Towers	EA	\$ 48,656.00	24%	\$ 36,978.56
PSG17025	05	Rainbow Ramp	EA	\$ 84,715.00	24%	\$ 64,383.40
PSG17027	05	All for Fun	EA	\$ 96,717.00	24%	\$ 73,504.92
PSG17034	05	Arlington	EA	\$ 42,493.00	24%	\$ 32,294.68
PSG17234	05	Karen's Cove	EA	\$ 90,726.00	24%	\$ 68,951.76
PSG18003	05	Stardust	EA	\$ 91,139.00	24%	\$ 69,265.64
PSG18010	05	Edie's Eddy	EA	\$ 48,569.00	24%	\$ 36,912.44
PSG18020	05	Warrior Kids	EA	\$ 67,379.00	24%	\$ 51,208.04
PSG18022	05	Cyclone	EA	\$ 77,886.00	24%	\$ 59,193.36
PSG19000	05	Golden Valley	EA	\$ 188,264.00	24%	\$ 143,080.64
PSG19001	05	Summerfaire	EA	\$ 68,471.00	24%	\$ 52,037.96
PSG19003	05	Heritage	EA	\$ 134,027.00	24%	\$ 101,860.52

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
PSG19006	06	Gordon Pond	EA	\$ 95,190.00	24%	\$ 72,344.40
PSG19007	05	Everwood	EA	\$ 76,510.00	24%	\$ 58,147.60
PSG19008	05	Double Funnel	EA	\$ 69,192.00	24%	\$ 52,585.92
PSG19009	05	Epix	EA	\$ 32,807.00	24%	\$ 24,933.32
PSG19010	05	Aspire	EA	\$ 126,868.00	24%	\$ 96,419.68
PSG19012	05	Saratoga	EA	\$ 87,923.00	24%	\$ 66,821.48
PSG19013	05	Express	EA	\$ 105,003.00	24%	\$ 79,802.28
PSG19014	05	Highlands	EA	\$ 87,866.00	24%	\$ 66,778.16
PSG19016	05	Kensington	EA	\$ 177,339.00	24%	\$ 134,777.64
PSG19017	05	Puddle Pod	EA	\$ 29,311.00	24%	\$ 22,276.36
PSG19018	05	Julian Ridge	EA	\$ 125,863.00	24%	\$ 95,655.88
PSG19021	05	Portland	EA	\$ 75,832.00	24%	\$ 57,632.32
PSG20000	05	Counterbalance	EA	\$ 108,230.00	24%	\$ 82,254.80
PSG20001	05	Curvy Catacomb	EA	\$ 90,151.00	24%	\$ 68,514.76
PSG20002	05	Edgy	EA	\$ 59,498.00	24%	\$ 45,218.48
PSG20003	05	Island Hopper	EA	\$ 71,967.00	24%	\$ 54,694.92
PSG20004	05	Mount More	EA	\$ 68,625.00	24%	\$ 52,155.00
PSG20005	05	Nature Hike	EA	\$ 135,188.00	24%	\$ 102,742.88
PSG20006	05	Nature Walk	EA	\$ 95,673.00	24%	\$ 72,711.48
PSG20007	05	Pinwheel	EA	\$ 74,205.00	24%	\$ 56,395.80
PSG20009	05	Rowdy Rhombus	EA	\$ 95,574.00	24%	\$ 72,636.24
PSG20010	05	Satellite	EA	\$ 63,584.00	24%	\$ 48,323.84
PSG20011	05	Social Circle	EA	\$ 53,151.00	24%	\$ 40,394.76
PSG20015	05	Triple Threat	EA	\$ 56,857.00	24%	\$ 43,211.32
PT15303	05	Pirate Cove	EA	\$ 32,463.00	24%	\$ 24,671.88
PT15387	05	Key Largo	EA	\$ 17,799.00	24%	\$ 13,527.24
PT16001	05	Ridgeside	EA	\$ 36,663.00	24%	\$ 27,863.88
PT16002	05	Ionosphere	EA	\$ 24,160.00	24%	\$ 18,361.60
PT16011	05	Climbers Corner	EA	\$ 21,341.00	24%	\$ 16,219.16
PT16022	05	Ionosphere	EA	\$ 56,185.00	24%	\$ 42,700.60
PT16024	05	Timber Creek	EA	\$ 29,624.00	24%	\$ 22,514.24
PT16025	05	Keaton Forest	EA	\$ 48,909.00	24%	\$ 37,170.84
PT17008	05	Adirondack Trail	EA	\$ 18,502.00	24%	\$ 14,061.52
PT17015	05	Siberian	EA	\$ 33,826.00	24%	\$ 25,707.76
PT17017	05	Forest Path	EA	\$ 43,034.00	24%	\$ 32,705.84
PT17020	05	Timber Ridge	EA	\$ 41,655.00	24%	\$ 31,657.80
PT17022	05	Adventure	EA	\$ 61,463.00	24%	\$ 46,711.88
PT17032	05	Festival	EA	\$ 40,118.00	24%	\$ 30,489.68
PT18000	05	Harper Bay	EA	\$ 64,900.00	24%	\$ 49,324.00
PT18001	05	Neptune's Nocturne	EA	\$ 58,613.00	24%	\$ 44,545.88
PT18003	05	Graphite	EA	\$ 50,156.00	24%	\$ 38,118.56
PT18004	05	Joshua Creek	EA	\$ 44,460.00	24%	\$ 33,789.60
PT18005	05	Wills Valley	EA	\$ 72,420.00	24%	\$ 55,039.20
PT18006	05	Beacon's Bay	EA	\$ 31,175.00	24%	\$ 23,693.00

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
PT18008	05	Shadowfax	EA	\$ 70,755.00	24%	\$ 53,773.80
PT18009	05	Huckleberry Hill	EA	\$ 32,495.00	24%	\$ 24,696.20
PT18011	05	Treetop	EA	\$ 35,106.00	24%	\$ 26,680.56
PT18017	05	Wayfarer	EA	\$ 48,888.00	24%	\$ 37,154.88
PT18018	05	Alchemy	EA	\$ 41,219.00	24%	\$ 31,326.44
PT18021	05	Canopy Crossing	EA	\$ 54,275.00	24%	\$ 41,249.00
PT18023	05	Mossy Hollow	EA	\$ 29,966.00	24%	\$ 22,774.16
PT18024	05	Firefly	EA	\$ 14,502.00	24%	\$ 11,021.52
PT18031	05	Surfs Up	EA	\$ 28,492.00	24%	\$ 21,653.92
PT18036	05	Twilight	EA	\$ 44,457.00	24%	\$ 33,787.32
PT18057	05	Flying Squirrel	EA	\$ 18,992.00	24%	\$ 14,433.92
PT18097	05	Giggle Hill	EA	\$ 29,535.00	24%	\$ 22,446.60
PT18307	05	Appalachia	EA	\$ 34,948.00	24%	\$ 26,560.48
PT18316	05	Canopy Cove	EA	\$ 53,786.00	24%	\$ 40,877.36
PT18324	05	X Factor	EA	\$ 39,551.00	24%	\$ 30,058.76
PT19000	05	San Juan	EA	\$ 40,660.00	24%	\$ 30,901.60
PT19001	05	Marshlands	EA	\$ 68,432.00	24%	\$ 52,008.32
PT19002	05	Victory	EA	\$ 70,097.00	24%	\$ 53,273.72
PT19003	05	Landsdowne	EA	\$ 44,460.00	24%	\$ 33,789.60
PT19004	05	Revolution	EA	\$ 47,024.00	24%	\$ 35,738.24
PT19005	05	Epsilon	EA	\$ 33,329.00	24%	\$ 25,330.04
PT19007	05	Forester	EA	\$ 48,888.00	24%	\$ 37,154.88
PT19009	05	Lake Geneva	EA	\$ 15,839.00	24%	\$ 12,037.64
PT19010	05	West Bend	EA	\$ 46,540.00	24%	\$ 35,370.40
PT19011	05	Stevens Point	EA	\$ 50,979.00	24%	\$ 38,744.04
PT19012	05	Oak Creek	EA	\$ 63,061.00	24%	\$ 47,926.36
PT20000	05	Adventure Alley	EA	\$ 98,105.00	24%	\$ 74,559.80
PT20001	05	Double Decker	EA	\$ 63,467.00	24%	\$ 48,234.92
PT20002	05	Timber Daze	EA	\$ 50,802.00	24%	\$ 38,609.52
PT20003	05	Hoppy Hollow	EA	\$ 49,171.00	24%	\$ 37,369.96
PT20004	05	JigJag	EA	\$ 45,871.00	24%	\$ 34,861.96
PT20005	05	Maple Creek	EA	\$ 66,593.00	24%	\$ 50,610.68
PT20006	05	Meandering Melody	EA	\$ 42,864.00	24%	\$ 32,576.64
PT20008	05	Rainforest	EA	\$ 56,859.00	24%	\$ 43,212.84
PT20009	05	Ringlet	EA	\$ 40,849.00	24%	\$ 31,045.24
PT20010	05	Running Circles	EA	\$ 67,179.00	24%	\$ 51,056.04
PT20011	05	Vortex	EA	\$ 45,794.00	24%	\$ 34,803.44
PT20012	05	Wandering Melody	EA	\$ 35,145.00	24%	\$ 26,710.20
PTG15303	05	Pirate Cove	EA	\$ 32,056.00	24%	\$ 24,362.56
PTG15387	05	Key Largo	EA	\$ 17,540.00	24%	\$ 13,330.40
PTG16001	05	Ridgeside	EA	\$ 36,283.00	24%	\$ 27,575.08
PTG16002	05	Ionosphere	EA	\$ 23,758.00	24%	\$ 18,056.08
PTG16011	05	Climbers Corner	EA	\$ 21,177.00	24%	\$ 16,094.52
PTG16022	05	Ionosphere	EA	\$ 55,871.00	24%	\$ 42,461.96

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
PTG16024	05	Timber Creek	EA	\$ 29,299.00	24%	\$ 22,267.24
PTG16025	05	Keaton Forest	EA	\$ 48,409.00	24%	\$ 36,790.84
PTG17008	05	Adirondack Trail	EA	\$ 18,260.00	24%	\$ 13,877.60
PTG17015	05	Siberian	EA	\$ 33,374.00	24%	\$ 25,364.24
PTG17017	05	Forest Path	EA	\$ 42,450.00	24%	\$ 32,262.00
PTG17020	05	Timber Ridge	EA	\$ 41,207.00	24%	\$ 31,317.32
PTG17022	05	Adventure	EA	\$ 61,033.00	24%	\$ 46,385.08
PTG17032	05	Festival	EA	\$ 39,857.00	24%	\$ 30,291.32
PTG18000	05	Harper Bay	EA	\$ 64,178.00	24%	\$ 48,775.28
PTG18001	05	Neptune's Nocturne	EA	\$ 58,136.00	24%	\$ 44,183.36
PTG18003	05	Graphite	EA	\$ 49,779.00	24%	\$ 37,832.04
PTG18004	05	Joshua Creek	EA	\$ 44,061.00	24%	\$ 33,486.36
PTG18005	05	Wills Valley	EA	\$ 71,187.00	24%	\$ 54,102.12
PTG18006	05	Beacon's Bay	EA	\$ 30,691.00	24%	\$ 23,325.16
PTG18008	05	Shadowfax	EA	\$ 70,312.00	24%	\$ 53,437.12
PTG18009	05	Huckleberry Hill	EA	\$ 32,152.00	24%	\$ 24,435.52
PTG18011	05	Treetop	EA	\$ 34,742.00	24%	\$ 26,403.92
PTG18017	05	Wayfarer	EA	\$ 48,298.00	24%	\$ 36,706.48
PTG18018	05	Alchemy	EA	\$ 41,060.00	24%	\$ 31,205.60
PTG18021	05	Canopy Crossing	EA	\$ 53,743.00	24%	\$ 40,844.68
PTG18023	05	Mossy Hollow	EA	\$ 29,870.00	24%	\$ 22,701.20
PTG18024	05	Firefly	EA	\$ 14,290.00	24%	\$ 10,860.40
PTG18031	05	Surfs Up	EA	\$ 28,314.00	24%	\$ 21,518.64
PTG18036	05	Twilight	EA	\$ 43,889.00	24%	\$ 33,355.64
PTG18057	05	Flying Squirrel	EA	\$ 18,685.00	24%	\$ 14,200.60
PTG18097	05	Giggle Hill	EA	\$ 29,068.00	24%	\$ 22,091.68
PTG18307	05	Appalachia	EA	\$ 34,416.00	24%	\$ 26,156.16
PTG18316	05	Canopy Cove	EA	\$ 53,103.00	24%	\$ 40,358.28
PTG18324	05	X Factor	EA	\$ 39,249.00	24%	\$ 29,829.24
PTG19000	05	San Juan	EA	\$ 40,118.00	24%	\$ 30,489.68
PTG19001	05	Marshlands	EA	\$ 68,432.00	24%	\$ 52,008.32
PTG19002	05	Victory	EA	\$ 69,494.00	24%	\$ 52,815.44
PTG19003	05	Landsdowne	EA	\$ 44,061.00	24%	\$ 33,486.36
PTG19004	05	Revolution	EA	\$ 46,792.00	24%	\$ 35,561.92
PTG19005	05	Epsilon	EA	\$ 33,205.00	24%	\$ 25,235.80
PTG19007	05	Forester	EA	\$ 48,298.00	24%	\$ 36,706.48
PTG19009	05	Lake Geneva	EA	\$ 15,555.00	24%	\$ 11,821.80
PTG19010	05	West Bend	EA	\$ 46,086.00	24%	\$ 35,025.36
PTG19011	05	Stevens Point	EA	\$ 50,313.00	24%	\$ 38,237.88
PTG19012	05	Oak Creek	EA	\$ 62,290.00	24%	\$ 47,340.40
PTG20000	05	Adventure Alley	EA	\$ 97,273.00	24%	\$ 73,927.48
PTG20001	05	Double Decker	EA	\$ 62,949.00	24%	\$ 47,841.24
PTG20002	05	Timber Daze	EA	\$ 50,324.00	24%	\$ 38,246.24
PTG20003	05	Hoppy Hollow	EA	\$ 48,585.00	24%	\$ 36,924.60

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
PTG20004	05	JigJag	EA	\$ 45,721.00	24%	\$ 34,747.96
PTG20005	05	Maple Creek	EA	\$ 65,908.00	24%	\$ 50,090.08
PTG20006	05	Meandering Melody	EA	\$ 42,430.00	24%	\$ 32,246.80
PTG20008	05	Rainforest	EA	\$ 56,859.00	24%	\$ 43,212.84
PTG20009	05	Ringlet	EA	\$ 40,483.00	24%	\$ 30,767.08
PTG20010	05	Running Circles	EA	\$ 66,839.00	24%	\$ 50,797.64
PTG20011	05	Vortex	EA	\$ 45,000.00	24%	\$ 34,200.00
PTG20012	05	Wandering Melody	EA	\$ 34,540.00	24%	\$ 26,250.40
SM1029	16	Base Plate Pkg-1.029"Od	EA	\$ 94.00	0%	\$ 94.00
SS1464	48	Enclosed Tot 5"/8' High	EA	\$ 330.00	6%	\$ 310.20
SS1467	52	Super Seat 2 - 5"/8' High	EA	\$ 308.00	16%	\$ 258.72
SS1468	54	Belt Seat 5"/8' High	EA	\$ 278.00	9%	\$ 252.98
SS1469	54	Enclosed Tot 2 3/8"/8' High	EA	\$ 324.00	9%	\$ 294.84
SS1470	48	Enclosed Tot 3 1/2"/8' High	EA	\$ 328.00	6%	\$ 308.32
SS1477	52	Super Seat 2 2 3/8"/8' & 10' High	EA	\$ 330.00	16%	\$ 277.20
SS1479	52	Super Seat 2-3 1/2"/8' & 10' High	EA	\$ 336.00	16%	\$ 282.24
SS1481	54	Belt Seat 2 3/8"/8' & 10' High	EA	\$ 293.00	9%	\$ 266.63
SS1483	54	Belt Seat 3 1/2"/8' & 10' High	EA	\$ 297.00	9%	\$ 270.27
SS1750	48	5" Zero-G Chair (5-12)-Stainless	EA	\$ 584.00	6%	\$ 548.96
SS1752	48	5" Zero-G Chair (2-5)-Stainless	EA	\$ 556.00	6%	\$ 522.64
SS1757	48	5" Zero-G Chair (5-12)-Stainless	EA	\$ 584.00	6%	\$ 548.96
SS1758	48	5" Zero-G Chair (2-5)-Stainless	EA	\$ 556.00	6%	\$ 522.64
SS4953	54	Belt Seat (5" OD) - SS	EA	\$ 304.00	9%	\$ 276.64
SS4954	54	Super Seat 2 (5" OD) - SS	EA	\$ 337.00	9%	\$ 306.67
SS4955	52	Nexgen Seat 2 (5" OD) - SS	EA	\$ 386.00	16%	\$ 324.24
SS5004	51	3 1/2" Antiwrap Adaptive Seat-Ss	EA	\$ 680.00	3%	\$ 659.60
SS5008	48	3 1/2" Antiwrap Zero-G (5-12)-Ss	EA	\$ 825.00	6%	\$ 775.50
SS5009	48	3 1/2" Antiwrap Zero-G (5-12)-Ss	EA	\$ 876.00	6%	\$ 823.44
SS5011	48	3 1/2" Antiwrap Zero-G (2-5)-Ss	EA	\$ 797.00	6%	\$ 749.18
SS5014	51	3 1/2" Antiwrap Super Seat2-Stainless	EA	\$ 569.00	3%	\$ 551.93
SS5015	51	3 1/2" Antiwrap Super Seat2-Stainless	EA	\$ 595.00	3%	\$ 577.15
SS5017	70	3 1/2" Antiwrap Enclosed Tot-Stainless	EA	\$ 586.00	3%	\$ 568.42
SS5020	70	3 1/2" Antiwrap Belt Seat-Stainless	EA	\$ 543.00	3%	\$ 526.71
SS5021	70	3 1/2" Antiwrap Belt Seat-Stainless	EA	\$ 571.00	3%	\$ 553.87
SS5023	70	3 1/2" Antiwrap Enclosed Tot-Stainless	EA	\$ 572.00	3%	\$ 554.84
SS5025	70	3 1/2" Antiwrap Belt Seat-Stainless	EA	\$ 542.00	3%	\$ 525.74
SS5029	51	3 1/2" Antiwrap Super Seat2-Stainless	EA	\$ 582.00	3%	\$ 564.54
SS5039	48	3 1/2" Antiwrap Zero-G (5-12)-Ss	EA	\$ 825.00	6%	\$ 775.50
SS5040	48	3 1/2" Antiwrap Zero-G (5-12)-Ss	EA	\$ 876.00	6%	\$ 823.44
SS5042	48	3 1/2" Antiwrap Zero-G (2-5)-Ss	EA	\$ 797.00	6%	\$ 749.18
SS7255	54	Adaptive Seat (5"/8' High)	EA	\$ 424.00	9%	\$ 385.84
SS8531	54	Adaptive Seat (2 3/8"/ 8' High)	EA	\$ 416.00	9%	\$ 378.56
SS8537	54	Adaptive Seat (3 1/2" /8' High)	EA	\$ 422.00	9%	\$ 384.02
SS8550	48	2 3/8" Zero-G Chair (5-12)-Stainless	EA	\$ 580.00	6%	\$ 545.20

GAMETIME PLAY EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
SS8551	48	2 3/8" Zero-G Chair (5-12)-Stainless	EA	\$ 630.00	6%	\$ 592.20
SS8552	48	3 1/2" Zero-G Chair (5-12)-Stainless	EA	\$ 584.00	6%	\$ 548.96
SS8553	48	3 1/2" Zero-G Chair (5-12)-Stainless	EA	\$ 634.00	6%	\$ 595.96
SS8554	48	2 3/8" Zero-G Chair (2-5)-Stainless	EA	\$ 553.00	6%	\$ 519.82
SS8555	48	3 1/2" Zero-G Chair (2-5)-Stainless	EA	\$ 556.00	6%	\$ 522.64
SS8556	48	2 3/8" Zero-G Chair (5-12)-Stainless	EA	\$ 580.00	6%	\$ 545.20
SS8557	48	2 3/8" Zero-G Chair (5-12)-Stainless	EA	\$ 630.00	6%	\$ 592.20
SS8558	48	3 1/2" Zero-G Chair (5-12)-Stainless	EA	\$ 584.00	6%	\$ 548.96
SS8559	48	3 1/2" Zero-G Chair (5-12)-Stainless	EA	\$ 634.00	6%	\$ 595.96
SS8560	48	2 3/8" Zero-G Chair (2-5)-Stainless	EA	\$ 553.00	6%	\$ 519.82
SS8561	48	3 1/2" Zero-G Chair (2-5)-Stainless	EA	\$ 556.00	6%	\$ 522.64
SS8695	48	Enclosed Tot 2 3/8"/8' High W/Clevis	EA	\$ 336.00	6%	\$ 315.84
SS8696	48	Encl Tot Seat 3 1/2"/8' High W/Clevis	EA	\$ 343.00	6%	\$ 322.42
SS8904	52	Super Seat 2 2 2/8"/8' High W/Clevis	EA	\$ 320.00	16%	\$ 268.80
SS8905	52	Super Seat 2 3/8"/10' High W/Clevis	EA	\$ 346.00	16%	\$ 290.64
SS8906	52	Super Seat 2-3 1/2"/8' High W/Clevis	EA	\$ 325.00	16%	\$ 273.00
SS8907	52	Super Seat 2 3-1/2" (8907)	EA	\$ 350.00	16%	\$ 294.00
SS8908	54	Belt Seat 2 3/8"/10' High W/Clevis	EA	\$ 282.00	9%	\$ 256.62
SS8909	54	Belt Seat 2 3/8"Od S.S.	EA	\$ 309.00	9%	\$ 281.19
SS8910	48	Belt Seat 3 1/2" /8' W/Clevis	EA	\$ 287.00	6%	\$ 269.78
SS8911	54	Belt Seat 3 1/2" 10' High W/Clevis	EA	\$ 313.00	9%	\$ 284.83
SS8914	48	Enclosed Tot 5"/8' High W/Clevis	EA	\$ 345.00	6%	\$ 324.30
SS8917	54	Super Seat 2 - 5"/8' High 2/Clevis	EA	\$ 320.00	9%	\$ 291.20
SS8918	48	Belt Seat 5" /8' High W/Clevis	EA	\$ 288.00	6%	\$ 270.72
W03861	16	Tru-Loc Panel Attach	EA	\$ 25.00	24%	\$ 19.00
W63515	16	Power Lock Base	EA	\$ 19.00	24%	\$ 14.44
W63517	16	Power Lock Cap	EA	\$ 29.00	24%	\$ 22.04
W63519	16	Panel Attachment	EA	\$ 24.00	24%	\$ 18.24
X12186	16	Fillr Kick Pl 6" Step	EA	\$ 147.00	24%	\$ 111.72
X15981	16	Pip Box For 101 Hi Steppr	EA	\$ 716.00	24%	\$ 544.16
XS15300	05	Link's Quest	EA	\$ 17,184.00	24%	\$ 13,059.84
XS15301	05	Zoo Adventure	EA	\$ 28,562.00	24%	\$ 21,707.12
XS15304	05	Congaree	EA	\$ 31,898.00	24%	\$ 24,242.48
XS15306	05	Sherman's Journey	EA	\$ 15,268.00	24%	\$ 11,603.68
XS15312	05	Excelsior	EA	\$ 28,588.00	24%	\$ 21,726.88
XS15313	05	Shaded Nook	EA	\$ 26,813.00	24%	\$ 20,377.88
XS17200	05	Challenge Runner	EA	\$ 53,904.00	24%	\$ 40,967.04
XS17201	05	Tyke Track	EA	\$ 44,551.00	24%	\$ 33,858.76
XS18001	05	Scott's Adventure	EA	\$ 21,176.00	24%	\$ 16,093.76
XS19000	05	Carlisle	EA	\$ 49,713.00	24%	\$ 37,781.88
XS20000	05	Zig Zag	EA	\$ 114,612.00	24%	\$ 87,105.12
Z03650	16	Tru-Loc	EA	\$ 29.00	24%	\$ 22.04
Z63515	16	Power Lock Base	EA	\$ 19.00	24%	\$ 14.44
Z63517	16	Power Lock Cap	EA	\$ 29.00	24%	\$ 22.04



GameTime Division
PlayCore Wisconsin, Inc.
150 Playcore Drive SE
Fort Payne, AL 35967
Tel: 800.235.2440

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

GAMETIME FITNESS EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
4600	35	Fitkid-Elementary	EA	\$ 12,528.00	9%	\$ 11,400.48
4601	35	Fitkid-Junior High	EA	\$ 12,067.00	9%	\$ 10,980.97
4602	35	Fitkid-Senior High	EA	\$ 12,602.00	9%	\$ 11,467.82
4610	35	Fitkid-Elementary	EA	\$ 12,838.00	9%	\$ 11,682.58
4625	35	Balance Beam	EA	\$ 414.00	9%	\$ 376.74
4626	35	Therapeutic Balance Beam	EA	\$ 1,037.00	9%	\$ 943.67
4627	35	Parallel Bar 30"	EA	\$ 586.00	9%	\$ 533.26
4628	35	Parallel Bar 36"	EA	\$ 615.00	9%	\$ 559.65
4629	35	Parallel Bar 40"	EA	\$ 618.00	9%	\$ 562.38
4630	35	Parallel Bar 42"	EA	\$ 688.00	9%	\$ 626.08
4631	35	Parallel Bar 46"	EA	\$ 698.00	9%	\$ 635.18
4632	35	Parallel Bar 50"	EA	\$ 709.00	9%	\$ 645.19
4633	35	Parallel Bar 54"	EA	\$ 720.00	9%	\$ 655.20
8645	35	Adult Fitness Unit	EA	\$ 9,785.00	9%	\$ 8,904.35
13171	35	Itrack Exercise Guide Frame	EA	\$ 712.00	9%	\$ 647.92
13189	15	Fitness Rack	EA	\$ 7,434.00	9%	\$ 6,764.94
13190	15	Trapeze Rack	EA	\$ 6,948.00	9%	\$ 6,322.68
13196	15	Climbing Wall (9')	EA	\$ 3,798.00	9%	\$ 3,456.18
13197	15	Climbing Wall (10')	EA	\$ 4,129.00	9%	\$ 3,757.39
13198	15	Trapeze Rack	EA	\$ 5,304.00	9%	\$ 4,826.64
13199	15	Trapeze Rack (Aab)	EA	\$ 3,898.00	9%	\$ 3,547.18
13201	15	3 1/2" Uprt Ass'Y Alum 3'	EA	\$ 113.00	9%	\$ 102.83
13202	15	3 1/2" Uprt Ass'Y Alum 4'	EA	\$ 141.00	9%	\$ 128.31
13203	15	3 1/2" Uprt Ass'Y Alum 5'	EA	\$ 170.00	9%	\$ 154.70
13204	15	3 1/2" Uprt Ass'Y Alum 6'	EA	\$ 197.00	9%	\$ 179.27
13210	15	3 1/2" Uprt Ass'Y Alum 7'	EA	\$ 225.00	9%	\$ 204.75
13211	15	3 1/2" Uprt Ass'Y Alum 8'	EA	\$ 253.00	9%	\$ 230.23
13212	15	3 1/2" Uprt Ass'Y Alum 9'	EA	\$ 281.00	9%	\$ 255.71
13213	15	3 1/2" Uprt Ass'Y Alum 10'	EA	\$ 309.00	9%	\$ 281.19
13216	15	3 1/2" Uprt Ass'Y Alum 11'	EA	\$ 338.00	9%	\$ 307.58
13217	15	3 1/2" Uprt Ass'Y Alum 12'	EA	\$ 364.00	9%	\$ 331.24
13222	15	3 1/2" Uprt Ass'Y Alum 13'	EA	\$ 392.00	9%	\$ 356.72
13223	15	3 1/2" Uprt Ass'Y Alum 14'	EA	\$ 420.00	9%	\$ 382.20
13243	15	Adult Climbing Wall Sign Package	EA	\$ 299.00	9%	\$ 272.09
13252	47	Inground Mount Package	EA	\$ 229.00	9%	\$ 208.39
13275	15	Plyometric Box (6")	EA	\$ 512.00	9%	\$ 465.92
13276	15	Plyometric Box (12")	EA	\$ 545.00	9%	\$ 495.95
13277	15	Plyometric Box (18")	EA	\$ 581.00	9%	\$ 528.71

GAMETIME FITNESS EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
13278	15	Plyometric Box (24")	EA	\$ 610.00	9%	\$ 555.10
13279	15	Balance Plank Station	EA	\$ 294.00	9%	\$ 267.54
13280	46	Balance Board Station	EA	\$ 514.00	9%	\$ 467.74
13285	15	Chin-Up Station	EA	\$ 319.00	9%	\$ 290.29
13295	15	Push-Up Station	EA	\$ 308.00	9%	\$ 280.28
13296	15	Horizontal Chin-Up Station	EA	\$ 805.00	9%	\$ 732.55
13297	15	3 1/2"Uprrt Ass'Y Alum 15'	EA	\$ 448.00	9%	\$ 407.68
13565	15	Fitness Sign Post For Sticker	EA	\$ 204.00	9%	\$ 185.64
13567	15	Vault Bar Station	EA	\$ 433.00	9%	\$ 394.03
13569	15	Step-Up Fitness Station	EA	\$ 1,412.00	9%	\$ 1,284.92
13570	15	Sit-Up Station	EA	\$ 1,294.00	9%	\$ 1,177.54
13571	15	Push Up Station	EA	\$ 805.00	9%	\$ 732.55
13572	15	Parallel Bar Station	EA	\$ 765.00	9%	\$ 696.15
13573	15	Log Hop Station	EA	\$ 1,265.00	9%	\$ 1,151.15
13574	15	Knee Lift Station	EA	\$ 575.00	9%	\$ 523.25
13575	15	Joint Use Chin-Up Bar Station	EA	\$ 1,176.00	9%	\$ 1,070.16
13576	15	Hurdle Station	EA	\$ 433.00	9%	\$ 394.03
13577	15	Assisted Horizontal Chin Up Station	EA	\$ 1,835.00	9%	\$ 1,669.85
13578	15	High Jump Station	EA	\$ 757.00	9%	\$ 688.87
13579	15	Body Curl Station	EA	\$ 1,589.00	9%	\$ 1,445.99
13580	15	Bench Dip Station	EA	\$ 1,448.00	9%	\$ 1,317.68
13581	15	Balance Beam Station	EA	\$ 475.00	9%	\$ 432.25
13591	15	Fitness Overhead Ladder	EA	\$ 4,056.00	9%	\$ 3,690.96
13603	47	Traverse Wall (Pro)	EA	\$ 12,181.00	9%	\$ 11,084.71
13608	15	Agility Trainer	EA	\$ 3,185.00	9%	\$ 2,898.35
13614	47	Up & Over (Youth)	EA	\$ 3,994.00	9%	\$ 3,634.54
13615	46	Balance Walk	EA	\$ 2,603.00	9%	\$ 2,368.73
13617	47	Traverse Wall (Youth)	EA	\$ 8,031.00	9%	\$ 7,308.21
13619	47	Up & Over (Pro)	EA	\$ 5,426.00	9%	\$ 4,937.66
13620	47	Pro 3000 Welcome Sign (Std)	EA	\$ 1,881.00	9%	\$ 1,711.71
13621	47	Pro 3000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13622	47	Pro 4000 Welcome Sign (Std)	EA	\$ 1,881.00	9%	\$ 1,711.71
13623	47	Pro 4000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13624	47	Pro 5000 Welcome Sign (Std)	EA	\$ 1,881.00	9%	\$ 1,711.71
13625	47	Pro 5000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13626	47	40 Yard Dash Sign (Std)	EA	\$ 2,072.00	9%	\$ 1,885.52
13627	47	40 Yard Dash Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13628	47	Youth 3000 Welcome Sign (Std)	EA	\$ 1,879.00	9%	\$ 1,709.89
13629	47	Youth 3000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13630	47	Youth 4000 Welcome Sign (Std)	EA	\$ 1,881.00	9%	\$ 1,711.71
13631	47	Youth 4000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13632	47	Youth 5000 Welcome Sign (Std)	EA	\$ 1,881.00	9%	\$ 1,711.71
13633	47	Youth 5000 Welcome Sign (Custom)	EA	\$ 2,189.00	9%	\$ 1,991.99
13634	47	40 Yard Dash Scoreboard Pkg (Dbl)	EA	\$ 20,210.00	0%	\$ 20,210.00

GAMETIME FITNESS EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
13636	47	Photo Booth	EA	\$ 12,148.00	9%	\$ 11,054.68
13639	47	40 Yard Dash Scoreboard Upright	EA	\$ 798.00	9%	\$ 726.18
13640	47	Challenge Course Timing Scorebd Pkg	EA	\$ 4,350.00	0%	\$ 4,350.00
13641	47	Challenge Course Timing Upprt Pkg	EA	\$ 1,689.00	9%	\$ 1,536.99
13642	47	Pro 3000	EA	\$ 77,629.00	9%	\$ 70,642.39
13643	47	Pro 4000	EA	\$ 82,367.00	9%	\$ 74,953.97
13644	47	Pro 5000	EA	\$ 107,587.00	9%	\$ 97,904.17
13645	47	Youth 3000	EA	\$ 63,526.00	9%	\$ 57,808.66
13646	47	Youth 4000	EA	\$ 71,972.00	9%	\$ 65,494.52
13647	47	Youth 5000	EA	\$ 90,824.00	9%	\$ 82,649.84
13649	47	Start & Stop Bollard Pro Non-Timing	EA	\$ 477.00	9%	\$ 434.07
13650	47	Start & Stop Bollard Youth Non-Timing	EA	\$ 476.00	9%	\$ 433.16
13651	47	Challenge Course Timing Uprr Pkg	EA	\$ 1,689.00	9%	\$ 1,536.99
13652	47	U-Turn Ramp	EA	\$ 9,048.00	9%	\$ 8,233.68
13653	47	Ninja Steps Pro	EA	\$ 13,548.00	9%	\$ 12,328.68
13654	47	Ninja Steps Youth	EA	\$ 8,922.00	9%	\$ 8,119.02
13655	47	Vault Wall	EA	\$ 3,408.00	9%	\$ 3,101.28
13656	47	Floating Boards	EA	\$ 14,585.00	9%	\$ 13,272.35
13657	47	Floating Boards (Youth)	EA	\$ 11,962.00	9%	\$ 10,885.42
13658	47	Sway Steps	EA	\$ 19,516.00	9%	\$ 17,759.56
13659	47	Sway Steps (Youth)	EA	\$ 15,851.00	9%	\$ 14,424.41
13660	15	Climbers Corridor	EA	\$ 16,340.00	16%	\$ 13,725.60
13661	15	Youth Climbers Corridor	EA	\$ 12,812.00	9%	\$ 11,658.92
13662	15	Agility Pods	EA	\$ 3,069.00	16%	\$ 2,577.96
13663	15	Agility Pods (Youth)	EA	\$ 3,069.00	16%	\$ 2,577.96
13664	46	Climb The Ladder	EA	\$ 4,611.00	16%	\$ 3,873.24
13665	47	Climb The Ladder (Youth)	EA	\$ 3,412.00	9%	\$ 3,104.92
13666	32	Travel Wall	EA	\$ 17,267.00	3%	\$ 16,748.99
13667	32	Travel Wall (Youth)	EA	\$ 10,753.00	3%	\$ 10,430.41
14900	15	Assisted Balance Walk	EA	\$ 1,653.00	9%	\$ 1,504.23
14901	15	Assisted Step Trainer	EA	\$ 3,090.00	9%	\$ 2,811.90
14902	15	Assisted Functional Trainer	EA	\$ 2,345.00	9%	\$ 2,133.95
14903	15	Step Around Station	EA	\$ 1,980.00	9%	\$ 1,801.80
14904	15	Skill Trainer	EA	\$ 2,659.00	9%	\$ 2,419.69
14911	46	Thrive 250	EA	\$ 10,421.00	9%	\$ 9,483.11
14912	15	Thrive 450	EA	\$ 21,210.00	9%	\$ 19,301.10
14913	46	Thrive 900	EA	\$ 47,053.00	9%	\$ 42,818.23
14914	15	Chin-Up Step-Up Station	EA	\$ 208.00	9%	\$ 189.28
15504	15	Parallel Bar (Accessible)	EA	\$ 1,400.00	9%	\$ 1,274.00
13271I	15	Chest Press - Ada (In-Ground Mount)	EA	\$ 5,464.00	9%	\$ 4,972.24
13271S	15	Chest Press - Ada (Surface Mount)	EA	\$ 5,169.00	9%	\$ 4,703.79
13272I	15	Lat Pull Down - Ada (In-Ground Mount)	EA	\$ 5,483.00	9%	\$ 4,989.53
13272S	15	Lat Pull Down - Ada (Surface Mount)	EA	\$ 5,189.00	9%	\$ 4,721.99
13274I	15	Vertical Press - Ada (In-Ground Mount)	EA	\$ 5,461.00	9%	\$ 4,969.51

GAMETIME FITNESS EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
13274S	15	Vertical Press - Ada (Surface Mount)	EA	\$ 5,164.00	9%	\$ 4,699.24
13555I	15	Chest Press (Single) - In-Ground Mount	EA	\$ 3,937.00	9%	\$ 3,582.67
13555S	15	Chest Press (Single) - Surface Mount	EA	\$ 3,794.00	9%	\$ 3,452.54
13556I	15	Lat Pull Down (Single) - In-Ground Mount	EA	\$ 4,083.00	9%	\$ 3,715.53
13556S	15	Lat Pull Down (Single) - Surface Mount	EA	\$ 3,959.00	9%	\$ 3,602.69
13557F	15	Vertical Press (Single)	EA	\$ 3,845.00	9%	\$ 3,498.95
13557I	15	Vertical Press (Single)	EA	\$ 4,065.00	9%	\$ 3,699.15
13557S	15	Vertical Press (Single)	EA	\$ 3,930.00	9%	\$ 3,576.30
13558F	15	Shoulder Rotator (Footing)	EA	\$ 3,734.00	9%	\$ 3,397.94
13558I	15	Shoulder Rotator (In-Ground)	EA	\$ 3,919.00	9%	\$ 3,566.29
13558S	15	Shoulder Rotator (Surface Mount)	EA	\$ 3,753.00	9%	\$ 3,415.23
13559I	15	Leg Press (Single)	EA	\$ 4,145.00	9%	\$ 3,771.95
13559S	15	Leg Press (Single)	EA	\$ 3,997.00	9%	\$ 3,637.27
13560I	15	Captain'S Chair - In-Ground Mount	EA	\$ 3,290.00	9%	\$ 2,993.90
13560S	15	Captain'S Chair - Surface Mount	EA	\$ 3,110.00	9%	\$ 2,830.10
13561I	15	Sit Up/ Back Extension	EA	\$ 4,124.00	9%	\$ 3,752.84
13561S	15	Sit Up/ Back Extension	EA	\$ 3,734.00	9%	\$ 3,397.94
13562I	15	Cardio Walker (In Ground)	EA	\$ 4,145.00	9%	\$ 3,771.95
13562S	15	Cardio Walker (Surface Mount)	EA	\$ 3,405.00	9%	\$ 3,098.55
13563I	15	Leg Extension (In Ground)	EA	\$ 2,862.00	9%	\$ 2,604.42
13563S	15	Leg Extension (Surface Mount)	EA	\$ 2,724.00	9%	\$ 2,478.84
13566F	15	Roman Chair Squat	EA	\$ 1,379.00	9%	\$ 1,254.89
13566I	15	Roman Chair Squat	EA	\$ 1,609.00	9%	\$ 1,464.19
13566S	15	Roman Chair Squat	EA	\$ 1,609.00	9%	\$ 1,464.19
13582I	15	Chin Up Hi In Ground Mt	EA	\$ 1,419.00	9%	\$ 1,291.29
13582S	15	Chin Up Hi Surface Mt	EA	\$ 2,529.00	9%	\$ 2,301.39
13583I	15	Chin Up Low In Ground	EA	\$ 1,412.00	9%	\$ 1,284.92
13583S	15	Chin Up Low Surface Mt	EA	\$ 2,529.00	9%	\$ 2,301.39
13584I	15	Chin up Accessible In Ground Mt	EA	\$ 1,404.00	9%	\$ 1,277.64
13584S	15	Chin up Accessible Surface Mt	EA	\$ 2,529.00	9%	\$ 2,301.39
13585I	15	Chin Up Hi Lo Combo In Ground	EA	\$ 2,234.00	9%	\$ 2,032.94
13585S	15	Chin Up Hi Lo Combo Surface Mt	EA	\$ 4,136.00	9%	\$ 3,763.76
13586I	15	Horizontal Chin Up In ground	EA	\$ 1,426.00	9%	\$ 1,297.66
13586S	15	Horizontal Chin Up Surface Mt	EA	\$ 3,102.00	9%	\$ 2,822.82
13587I	15	Push Up Hi In ground	EA	\$ 1,052.00	9%	\$ 957.32
13587S	15	Push Up Hi Surface Mt	EA	\$ 2,413.00	9%	\$ 2,195.83
13588I	15	Push Up Lo In ground	EA	\$ 1,033.00	9%	\$ 940.03
13588S	15	Push Up Lo Surface Mt	EA	\$ 2,413.00	9%	\$ 2,195.83
13589I	15	Push Up Hi/Lo In ground	EA	\$ 1,725.00	9%	\$ 1,569.75
13589S	15	Push Up Hi/Lo Surface Mt	EA	\$ 3,333.00	9%	\$ 3,033.03
13590I	15	Combo Fitness Hub In ground	EA	\$ 4,234.00	9%	\$ 3,852.94
13590S	15	Combo Fitness Hub Surface Mt	EA	\$ 6,092.00	9%	\$ 5,543.72
14911S	35	Thrive 250 Surface Mount	EA	\$ 10,421.00	9%	\$ 9,483.11
14912S	15	Thrive 450 Surface Mount	EA	\$ 21,210.00	9%	\$ 19,301.10

GAMETIME FITNESS EQUIPMENT

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
14913S	35	Thrive 900 Surface Mount	EA	\$ 47,053.00	9%	\$ 42,818.23
14922I	40	Recumbent Cycle (In-Ground)	EA	\$ 4,446.00	6%	\$ 4,179.24
14922S	40	Recumbent Cycle (Surface Mount)	EA	\$ 4,342.00	6%	\$ 4,081.48
14924I	47	Hand Cycle (In-Ground)	EA	\$ 4,652.00	9%	\$ 4,233.32
14924S	40	Hand Cycle (Surface Mount)	EA	\$ 4,549.00	6%	\$ 4,276.06
14925I	46	Accessible Hand Cycle (In-Ground)	EA	\$ 4,549.00	6%	\$ 4,276.06
14925S	47	Accessible Hand Cycle (Surface Mount)	EA	\$ 4,446.00	9%	\$ 4,045.86
CCA-01	15	40 Yard Single	EA	\$ 798.00	9%	\$ 726.18
CCA-02	62	40 Yard Double	EA	\$ 21,008.00	0%	\$ 21,008.00
CCP-01	44	CC Timing	EA	\$ 6,039.00	3%	\$ 5,857.83
CCP-02	44	CC Timing	EA	\$ 6,039.00	3%	\$ 5,857.83
CCP-03	44	CC Timing	EA	\$ 6,039.00	3%	\$ 5,857.83
FT17004	15	Fit Team	EA	\$ 16,165.00	9%	\$ 14,710.15
FT17201	15	Fit Corner	EA	\$ 10,739.00	9%	\$ 9,772.49
FT18000	15	Harbor Fit	EA	\$ 30,906.00	9%	\$ 28,124.46
FT18001	15	Training Zone	EA	\$ 66,318.00	9%	\$ 60,349.38
FT18006	15	Fit City	EA	\$ 32,744.00	9%	\$ 29,797.04
FT18007	15	Training Circuit	EA	\$ 27,699.00	9%	\$ 25,206.09
FT19001	15	Fitness Square	EA	\$ 36,351.00	9%	\$ 33,079.41
FT19002	15	City Fit	EA	\$ 24,004.00	9%	\$ 21,843.64
FT19003	35	Fit Station	EA	\$ 16,585.00	9%	\$ 15,092.35
FT19004	15	Training Center	EA	\$ 44,690.00	9%	\$ 40,667.90
G13201	15	3 1/2" Uprt Ass'Y Galv 3'	EA	\$ 113.00	9%	\$ 102.83
G13202	15	3 1/2" Uprt Ass'Y Galv 4'	EA	\$ 138.00	9%	\$ 125.58
G13203	15	3 1/2" Uprt Ass'Y Galv 5'	EA	\$ 161.00	9%	\$ 146.51
G13204	15	3 1/2" Uprt Ass'Y Galv 6'	EA	\$ 186.00	9%	\$ 169.26
G13210	15	3 1/2" Uprt Ass'Y Galv 7'	EA	\$ 209.00	9%	\$ 190.19
G13211	15	3 1/2" Uprt Ass'Y Galv 8'	EA	\$ 233.00	9%	\$ 212.03
G13212	15	3 1/2" Uprt Ass'Y Galv 9'	EA	\$ 257.00	9%	\$ 233.87
G13213	15	3 1/2" Uprt Ass'Y Galv 10'	EA	\$ 282.00	9%	\$ 256.62
G13216	15	3 1/2" Uprt Ass'Y Galv 11'	EA	\$ 307.00	9%	\$ 279.37
G13217	15	3 1/2" Uprt Ass'Y Galv 12'	EA	\$ 329.00	9%	\$ 299.39
G13222	15	3 1/2" Uprt Ass'Y Galv 13'	EA	\$ 354.00	9%	\$ 322.14
G13223	15	3 1/2" Uprt Ass'Y Galv 14'	EA	\$ 377.00	9%	\$ 343.07
G13297	15	3 1/2" Uprt Ass'Y Galv 15'	EA	\$ 400.00	9%	\$ 364.00
S13174	15	Joint Use Chin-Up Bar Station	EA	\$ 963.00	9%	\$ 876.33
S8645	15	Adult Fitness Unit	EA	\$ 8,071.00	9%	\$ 7,344.61



GameTime Division
PlayCore Wisconsin, Inc.
150 Playcore Drive SE
Fort Payne, AL 35967
Tel: 800.235.2440

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

<u>PART GROUP DESCRIPTIONS</u>		<u>USC Discount</u>
05	Principal Components	24%
06	Attendant Products	24%
10	Primary Components	24%
15	Primary Apparatus	16%
18	Adjunct Component	24%
20	Surfacing Accessories	18%
22	Companion Components	16%
32	Component Products	3%
34	Component Extensions	3%
35	Compliment Products	16%
40	Auxiliary Products	6%
42	Associate Products	16%
44	Companion Products	3%
45	Exempt Products	0%
46	Apparatus Products	16%
47	Companion Accessories	9%
48	Affiliate Products	6%
49	Core Products	16%
50	Developmental Products	20%
51	Enhancement Products	3%
52	Adjunct Products	16%
54	Product Extensions	9%
62	Adjunct Accessories	3%
70	Ancillary Components	3%
73	Supplement Products	3%
80	Exempt Accessories	0%
85	Exempt Parts	0%

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
49	70	Family Sized Grill	EA	\$ 725.00	3%	\$ 703.25
51	70	Economy Stove Permanent	EA	\$ 263.00	3%	\$ 255.11
60	70	Waist-Hi Stove, Permanent	EA	\$ 334.00	3%	\$ 323.98
252	70	Two-Leg Portable Bench, 6'	EA	\$ 538.00	3%	\$ 521.86
253	70	Two-Leg Portable Bench, 8'	EA	\$ 627.00	3%	\$ 608.19
328	70	Two-Leg Portable Frames-Pair	PR	\$ 195.00	3%	\$ 189.15
338	70	Welded St.Leg Bench Frames-Pr	PR	\$ 159.00	3%	\$ 154.23
532	70	Welded St. Leg Bench, 6'	EA	\$ 497.00	3%	\$ 482.09
533	70	Welded Straight Leg Bench, 8'	EA	\$ 591.00	3%	\$ 573.27
574	70	Table Frames 1 5/8"Od	EA	\$ 295.00	3%	\$ 286.15
592	70	Std Pic Tbl 6' W/Wood Seat/Top	EA	\$ 552.00	3%	\$ 535.44
593	70	Std Pic Tbl 8' W/Wood Seat/Top	EA	\$ 632.00	3%	\$ 613.04

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
598	70	Std Aluminum Picnic Table, 6'	EA	\$ 809.00	3%	\$ 784.73
599	70	Std Aluminum Picnic Table, 8'	EA	\$ 992.00	3%	\$ 962.24
677	70	6' Painted Picnic Table	EA	\$ 1,190.00	3%	\$ 1,154.30
678	70	8' Painted Picnic Table	EA	\$ 1,439.00	3%	\$ 1,395.83
705	70	Portable Bike Rack 5'	EA	\$ 359.00	3%	\$ 348.23
707	70	Permanent Bike Rack 5'	EA	\$ 361.00	3%	\$ 350.17
710	70	Portable Bike Rack 10'	EA	\$ 593.00	3%	\$ 575.21
711	70	Permanent Bike Rack 10'	EA	\$ 594.00	3%	\$ 576.18
720	70	Portable Bike Rack 20'	EA	\$ 1,128.00	3%	\$ 1,094.16
721	70	Permanent Bike Rack 20'	EA	\$ 1,147.00	3%	\$ 1,112.59
730	70	Portable Bike Rack 30'	EA	\$ 1,675.00	3%	\$ 1,624.75
731	70	Permanent Bike Rack 30'	EA	\$ 1,680.00	3%	\$ 1,629.60
756	70	Picnic Table Anchor Kit	EA	\$ 10.60	3%	\$ 10.28
766	70	Wood Top And Seats, 6'	EA	\$ 594.00	3%	\$ 576.18
768	70	Picnic Table	EA	\$ 677.00	3%	\$ 656.69
769	70	End Frames Only (Set)	SET	\$ 364.00	3%	\$ 353.08
796	70	H D Picnic Table, 6' Alum	EA	\$ 895.00	3%	\$ 868.15
798	70	H D Picnic Table, 8' Alum	EA	\$ 1,121.00	3%	\$ 1,087.37
1308	70	H.D. Accessible Picnic Table W/ Alum	EA	\$ 1,044.00	3%	\$ 1,012.68
1309	70	H.D. Accessible Picnic Table W/ Wood	EA	\$ 648.00	3%	\$ 628.56
1818	70	Timbers Trash Receptacle Portable	EA	\$ 847.00	3%	\$ 821.59
1819	70	Timbers Trash Receptacle Permanent	EA	\$ 792.00	3%	\$ 768.24
1820	70	Timbers Straight Leg Park Bench	EA	\$ 623.00	3%	\$ 604.31
1821	70	Timbers Two Leg Portable Bench	EA	\$ 677.00	3%	\$ 656.69
2108	70	Player Bench, 8' Perm	EA	\$ 227.00	3%	\$ 220.19
2115	70	Player Bench, 15' Perm	EA	\$ 366.00	3%	\$ 355.02
2125	70	Stationary Alum Park Bench, 15'	EA	\$ 702.00	3%	\$ 680.94
2126	70	Stationary Alum Park Bench, 6'	EA	\$ 346.00	3%	\$ 335.62
2128	70	Stationary Alum Park Bench, 8'	EA	\$ 423.00	3%	\$ 410.31
2132	70	6' Wld. Alum. Angle Leg Bench	EA	\$ 508.00	3%	\$ 492.76
2133	70	8' Wld. Alum. Angle Leg Bench	EA	\$ 604.00	3%	\$ 585.88
2136	70	Portable Alum Park Bench, 6'	EA	\$ 369.00	3%	\$ 357.93
2138	70	Portable Alum Park Bench, 8'	EA	\$ 451.00	3%	\$ 437.47
2145	70	Portable Alum Park Bench, 15'	EA	\$ 742.00	3%	\$ 719.74
2156	70	Player Bench, 6' Port	EA	\$ 299.00	3%	\$ 290.03
2158	70	Player Bench, 8' Port	EA	\$ 347.00	3%	\$ 336.59
2165	70	Player Bench, 15' Port	EA	\$ 548.00	3%	\$ 531.56
3138	70	Wld. Angle Leg Prk Bnch.	EA	\$ 168.00	3%	\$ 162.96
4046	70	6' Wld. Wood Angle Leg Bench	EA	\$ 400.00	3%	\$ 388.00
4047	70	8' Wld. Wood Angle Leg Bench	EA	\$ 688.00	3%	\$ 667.36
4056	70	Two-Leg Portable Bench, 6'(Wood)	EA	\$ 427.00	3%	\$ 414.19
4066	70	Welded Straight Leg Bench, 6'(Wood)	EA	\$ 391.00	3%	\$ 379.27
4067	70	Welded Straight Leg Bench, 8'(Wood)	EA	\$ 679.00	3%	\$ 658.63
4068	70	Two-Leg Portable Bench, 8' (Wood)	EA	\$ 718.00	3%	\$ 696.46

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
4732	70	Rustic Rec 20 Gal Port 1X4	EA	\$ 496.00	3%	\$ 481.12
4741	70	32 Gal Receptacle Perm 2X4	EA	\$ 1,082.00	3%	\$ 1,049.54
7700	70	9 Position Loop Bike Rack	EA	\$ 329.00	3%	\$ 319.13
7702	70	7 Position Loop Bike Rack	EA	\$ 277.00	3%	\$ 268.69
7703	70	5 Position Loop Bike Rack	EA	\$ 200.00	3%	\$ 194.00
8350	70	Plain Bollard Bike Rack Inground	EA	\$ 136.00	3%	\$ 131.92
8352	70	Double Bollard Bike Rack Inground	EA	\$ 187.00	3%	\$ 181.39
8354	70	Plain Bollard Bike Rack S/M	EA	\$ 158.00	3%	\$ 153.26
8356	70	Double Bollard Bike Rack S/M	EA	\$ 201.00	3%	\$ 194.97
8727	70	Deluxe Litter Recep Port	EA	\$ 732.00	3%	\$ 710.04
8728	70	Deluxe Litter Recep Port	EA	\$ 574.00	3%	\$ 556.78
28001	70	6' P/S Preschool Picnic Table	EA	\$ 1,239.00	3%	\$ 1,201.83
28002	70	6' P/S Bench W/O Back Portable	EA	\$ 393.00	3%	\$ 381.21
28003	70	6' P/S Bench W/O Back Inground	EA	\$ 352.00	3%	\$ 341.44
28004	70	6' P/S Bench W/O Back S/M	EA	\$ 390.00	3%	\$ 378.30
28005	70	8' P/S Bench W/O Back Portable	EA	\$ 550.00	3%	\$ 533.50
28006	70	8' P/S Bench W/O Back Inground	EA	\$ 478.00	3%	\$ 463.66
28007	70	8' P/S Bench W/O Back S/M	EA	\$ 547.00	3%	\$ 530.59
28008	70	6' P/S Bench W/Back Portable	EA	\$ 721.00	3%	\$ 699.37
28009	70	6' P/S Bench W/Back Inground	EA	\$ 685.00	3%	\$ 664.45
28010	70	6' P/S Bench W/Back S/M	EA	\$ 725.00	3%	\$ 703.25
28011	70	8' P/S Bench W/Back Portable	EA	\$ 1,002.00	3%	\$ 971.94
28012	70	8' P/S Bench W/Back Inground	EA	\$ 936.00	3%	\$ 907.92
28013	70	8' P/S Bench W/Back S/M	EA	\$ 1,009.00	3%	\$ 978.73
28014	70	6' P/S Hd Picnic Table	EA	\$ 1,479.00	3%	\$ 1,434.63
28015	70	8' P/S Hd Picnic Table	EA	\$ 1,816.00	3%	\$ 1,761.52
28016	70	8' P/S Ada Hd Picnic Table	EA	\$ 1,565.00	3%	\$ 1,518.05
28017	70	46" Food Court Table	EA	\$ 1,763.00	3%	\$ 1,710.11
28018	70	Ada Table W/1 5/8" Pipe	EA	\$ 1,642.00	3%	\$ 1,592.74
28019	70	P/S Food Court Table Inground	EA	\$ 2,019.00	3%	\$ 1,958.43
28020	70	P/S Ada Food Court Table	EA	\$ 1,707.00	3%	\$ 1,655.79
28021	70	P/S Food Court Table S/M	EA	\$ 2,077.00	3%	\$ 2,014.69
28022	70	Ada Food Court Table S/M	EA	\$ 1,765.00	3%	\$ 1,712.05
28023	70	Punched Receptacle	EA	\$ 609.00	3%	\$ 590.73
28024	70	Receptacle W/Dome Top Inground	EA	\$ 1,183.00	3%	\$ 1,147.51
28025	70	Receptacle W/Dome Top S/M	EA	\$ 1,135.00	3%	\$ 1,100.95
28026	70	Receptacle W/Flat Top Inground	EA	\$ 794.00	3%	\$ 770.18
28027	70	Receptacle W/Flat Top S/M	EA	\$ 736.00	3%	\$ 713.92
28028	70	Sway Bench	EA	\$ 1,552.00	3%	\$ 1,505.44
28030	70	6' P/S Std Picnic Table	EA	\$ 1,326.00	3%	\$ 1,286.22
28037	70	8' P/S Std Picnic Table	EA	\$ 1,662.00	3%	\$ 1,612.14
28042	70	Elephant Bench Inground	EA	\$ 891.00	3%	\$ 864.27
28043	70	Elephant Bench, S/M	EA	\$ 902.00	3%	\$ 874.94
28044	70	Gorilla Bench Ing	EA	\$ 1,042.00	3%	\$ 1,010.74

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
28045	70	Gorilla Bench Sm	EA	\$ 1,056.00	3%	\$ 1,024.32
28050	70	6' Music Bench W/Back Port	EA	\$ 844.00	3%	\$ 818.68
28051	70	6' Music Bench W/Back Ingr	EA	\$ 805.00	3%	\$ 780.85
28052	70	6' Music Bench W/Back Sm	EA	\$ 832.00	3%	\$ 807.04
106149	70	Ash Pan Replacement Kit	EA	\$ 91.00	3%	\$ 88.27
304005	70	Punched Ring Frame	EA	\$ 55.00	3%	\$ 53.35
F7700	70	9 Pos Loop Rack Flush Mount	EA	\$ 398.00	3%	\$ 386.06
F7702	70	7 Pos Loop Rack Flush Mount	EA	\$ 344.00	3%	\$ 333.68
F7703	70	5 Pos Loop Rack Flush Mount	EA	\$ 270.00	3%	\$ 261.90
M1818	70	Timbers Trash Receptacle Portable	EA	\$ 847.00	3%	\$ 821.59
M1819	70	Timbers Trash Receptacle Permanent	EA	\$ 792.00	3%	\$ 768.24
M1820	70	Timbers Straight Leg Park Bench	EA	\$ 623.00	3%	\$ 604.31
M1821	70	Timbers Two Leg Portable Bench	EA	\$ 677.00	3%	\$ 656.69
P1308	70	H.D. Accessible Picnic Table W/ Alum	EA	\$ 1,471.00	3%	\$ 1,426.87
P1309	70	H.D. Accessible Picnic Table W/ Wood	EA	\$ 827.00	3%	\$ 802.19
P2132	70	6' Wld. Alum. Angle Leg Bench	EA	\$ 825.00	3%	\$ 800.25
P2133	70	8' Wld. Alum. Angle Leg Bench	EA	\$ 922.00	3%	\$ 894.34
P252	70	Two-Leg Port. Bench 6' Painted	EA	\$ 906.00	3%	\$ 878.82
P253	70	Two-Leg Port. Bench 8' Painted	EA	\$ 1,004.00	3%	\$ 973.88
P3138	70	Wld. Angle Leg Bench Frames	EA	\$ 174.00	3%	\$ 168.78
P328	70	Two Leg Port. Frames Painted	EA	\$ 257.00	3%	\$ 249.29
P338	70	Welded St.Leg Frames Painted	EA	\$ 203.00	3%	\$ 196.91
P4046	70	6' Wld. Wood Angle Leg Bench	EA	\$ 403.00	3%	\$ 390.91
P4047	70	8' Wld. Wood Angle Leg Bench	EA	\$ 693.00	3%	\$ 672.21
P4056	70	Two-Leg Port Bench 6' Painted W/Wood	EA	\$ 483.00	3%	\$ 468.51
P4066	70	Welded Straight Leg Bench 6' Painted	EA	\$ 436.00	3%	\$ 422.92
P4067	70	Welded Straight Leg Bench 8' Painted	EA	\$ 724.00	3%	\$ 702.28
P4068	70	Two-Leg Port. Bench 8' Painted	EA	\$ 775.00	3%	\$ 751.75
P532	70	Welded St.Leg Bench, 6'Ptd.	EA	\$ 854.00	3%	\$ 828.38
P533	70	Welded Straight Leg Bench, 8' Painted	EA	\$ 956.00	3%	\$ 927.32
P574	70	Standard Frames Only	EA	\$ 498.00	3%	\$ 483.06
P592	70	6' Table With Wood Slats	EA	\$ 723.00	3%	\$ 701.31
P593	70	8' Table With Wood Slats	EA	\$ 825.00	3%	\$ 800.25
P766	70	6'Wood Picnic Table	EA	\$ 773.00	3%	\$ 749.81
P768	70	8'Wood Picnic Table	EA	\$ 881.00	3%	\$ 854.57
P769	70	Hd Frames Only (Painted)	EA	\$ 546.00	3%	\$ 529.62
P796	70	6' H.D. Picnic Table Painted	EA	\$ 1,314.00	3%	\$ 1,274.58
P798	70	8'Alum Picnic Table	EA	\$ 1,576.00	3%	\$ 1,528.72
PR4046	70	6' Wld. Redwood Angle Leg Bench	EA	\$ 831.00	3%	\$ 806.07
PR4056	70	Two-Leg Port. Bench 6' Painted W/Rw	EA	\$ 911.00	3%	\$ 883.67
PR4066	70	Welded Straight Leg Bench 6' Painted	EA	\$ 863.00	3%	\$ 837.11
R4046	70	6' Wld. Redwood Angle Leg Bench	EA	\$ 825.00	3%	\$ 800.25
R4056	70	6' 2-Leg Portable Bench (Redwood)	EA	\$ 853.00	3%	\$ 827.41
R4066	70	6' Welded Straight Bench (Redwood)	EA	\$ 815.00	3%	\$ 790.55

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
R4732	70	20 Gal Receptacle(1X4) Portable	EA	\$ 542.00	3%	\$ 525.74
R4741	70	32 Gal Receptacle(2X4) Permanent	EA	\$ 1,216.00	3%	\$ 1,179.52
S100	45	4'S100 BNCH,w/BCK HZ SLT-PC	EA	\$ 1,072.00	0%	\$ 1,072.00
S1000I	45	46"S1000 SQ TBL,IN GROUND,SLT	EA	\$ 2,448.00	0%	\$ 2,448.00
S1000S	45	46"S1000 SQ TBL,SM,SLT	EA	\$ 2,448.00	0%	\$ 2,448.00
S1001I	44	46"S1000 SQ TBL,3 SEAT ING,SLT	EA	\$ 2,398.00	3%	\$ 2,326.06
S1001S	44	46"S1000 SQ TBL,3 SEAT,SM,SLT	EA	\$ 2,398.00	3%	\$ 2,326.06
S1002	47	36"S1000 3 SEAT,RND SLD TOP,SLT-PC	EA	\$ 2,093.00	0%	\$ 2,093.00
S1003I	44	6'S1000 BNCH w/BCK,SLT,ING- PC FRM	EA	\$ 1,307.00	3%	\$ 1,267.79
S1003S	44	6'S1000 BNCH w/BCK,SLT-PC FRM	EA	\$ 1,339.00	3%	\$ 1,298.83
S1004I	44	6'S1000 BNCH W/O BCK,SLT ING-PC FRM	EA	\$ 1,014.00	3%	\$ 983.58
S1004S	44	6'S1000 BNCH W/O BCK,SLT-PC FRM	EA	\$ 1,044.00	3%	\$ 1,012.68
S1005	40	36 GAL S1000 RECEPT w/SLD LID	EA	\$ 1,047.00	6%	\$ 984.18
S101	45	6'S100 BNCH,w/BCK HZ SLT-PC	EA	\$ 1,134.00	0%	\$ 1,134.00
S102	45	8'S100 BNCH,w/BCK HZ SLT-PC	EA	\$ 1,195.00	0%	\$ 1,195.00
S103	45	4'S100 BNCH,w/BCK SLT-PC	EA	\$ 1,010.00	0%	\$ 1,010.00
S104	45	6'S100 BNCH,w/BCK SLT-PC	EA	\$ 1,085.00	0%	\$ 1,085.00
S105	45	8'S100 BNCH,w/BCK SLT-PC	EA	\$ 1,141.00	0%	\$ 1,141.00
S106	44	S100 CNTR ARM KIT PC	EA	\$ 118.00	3%	\$ 114.46
S1100	45	6'S1100 BNCH,w/BCK BRNRECPLST,THERM	EA	\$ 1,037.74	0%	\$ 1,037.74
S1101	45	8'S1100 BNCH,w/BCK BRNRECPLST,THERM	EA	\$ 1,266.70	0%	\$ 1,266.70
S1102	45	6'S1100 BNCH,w/BCK CEDRRECPLST,THER	EA	\$ 1,037.74	0%	\$ 1,037.74
S1103	45	8'S1100 BNCH,w/BCK CEDRRECPLST,THER	EA	\$ 1,266.70	0%	\$ 1,266.70
S1104	32	4'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,186.00	3%	\$ 1,150.42
S1105	47	6'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,446.00	0%	\$ 1,446.00
S1106	46	8'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,877.00	0%	\$ 1,877.00
S1107	45	6'S1100 BNCH,w/BCK GRNRECPLST,THERM	EA	\$ 1,037.74	0%	\$ 1,037.74
S1108	45	8'S1100 BNCH,w/BCK GRNRECPLST,THERM	EA	\$ 1,266.70	0%	\$ 1,266.70
S1109	45	6'S1100 BNCH,w/BCK GRYRECPLST,THERM	EA	\$ 1,037.74	0%	\$ 1,037.74
S1110	45	8'S1100 BNCH,w/BCK GRYRECPLST,THERM	EA	\$ 1,266.70	0%	\$ 1,266.70
S1111	44	4'S1100 BNCH,w/BCK HZ SLT-THERM	EA	\$ 1,019.00	3%	\$ 988.43
S1112	47	6'S1100 BNCH,w/BCK HZ SLT-THERM	EA	\$ 1,446.00	0%	\$ 1,446.00
S1113	40	4'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,214.00	6%	\$ 1,141.16
S1114	40	6'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,252.00	6%	\$ 1,176.88
S1115	40	8'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,420.00	6%	\$ 1,334.80
S1116	40	4'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,186.00	6%	\$ 1,114.84
S1117	47	6'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,446.00	0%	\$ 1,446.00
S1118	35	8'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,877.00	0%	\$ 1,877.00
S1119	40	4'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,104.00	6%	\$ 1,037.76
S1120	32	6'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,133.00	3%	\$ 1,099.01
S1121	40	8'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,277.00	6%	\$ 1,200.38
S1122	40	4'S1100 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,186.00	6%	\$ 1,114.84
S1123	47	6'S1100 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,446.00	0%	\$ 1,446.00
S1124	46	8'S1100 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,877.00	0%	\$ 1,877.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S1125	35	4'S1100 ADD ON BNCH,w/BCK DIA-THERM	EA	\$ 916.00	0%	\$ 916.00
S1126	47	4'S1100 ADD ON BNCH,w/BCK FIE-THERM	EA	\$ 998.00	0%	\$ 998.00
S1127	46	4'S1100 ADD ON BNCH,w/BCK PERF-THER	EA	\$ 1,007.00	0%	\$ 1,007.00
S1128	46	4'S1100 ADD ON BNCH,w/BCK SLT-THERM	EA	\$ 998.00	0%	\$ 998.00
S1129	46	4'S1100 ADD ON BNCH,w/BCK WAVE-THER	EA	\$ 998.00	0%	\$ 998.00
S1130	47	6'S1100 ADD ON BNCH,w/BCK DIA-THER	EA	\$ 943.00	0%	\$ 943.00
S1131	46	6'S1100 ADD ON BNCH,w/BCK FIE-THER	EA	\$ 1,259.00	0%	\$ 1,259.00
S1132	47	6'S1100 ADD ON BNCH,w/BCK PERF-THER	EA	\$ 1,036.00	0%	\$ 1,036.00
S1133	35	6'S1100 ADD ON BNCH,w/BCK SLT-THER	EA	\$ 1,259.00	0%	\$ 1,259.00
S1134	35	6'S1100 BNCH,w/BCK BRNRECPLST,THER	EA	\$ 1,259.00	0%	\$ 1,259.00
S1135	45	8'S1100 BNCH,w/BCK BRNRECPLST,THERM	EA	\$ 1,011.00	0%	\$ 1,011.00
S1136	45	6'S1100 BNCH,w/BCK CEDRRECPLST,THER	EA	\$ 1,071.00	0%	\$ 1,071.00
S1137	45	8'S1100 BNCH,w/BCK CEDRRECPLST,THER	EA	\$ 1,011.00	0%	\$ 1,011.00
S1138	45	4'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,071.00	0%	\$ 1,071.00
S1139	44	6'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,109.00	3%	\$ 1,075.73
S1140	44	8'S1100 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,281.00	3%	\$ 1,242.57
S1141	45	6'S1100 BNCH,w/BCK GRNRECPLST,THERM	EA	\$ 1,011.00	0%	\$ 1,011.00
S1142	45	8'S1100 BNCH,w/BCK GRNRECPLST,THERM	EA	\$ 1,071.00	0%	\$ 1,071.00
S1143	45	6'S1100 BNCH,w/BCK GRYRECPLST,THERM	EA	\$ 1,011.00	0%	\$ 1,011.00
S1144	45	8'S1100 BNCH,w/BCK GRYRECPLST,THERM	EA	\$ 1,071.00	0%	\$ 1,071.00
S1145	44	4'S1100 BNCH,w/BCK HZ SLT-THERM	EA	\$ 1,095.00	3%	\$ 1,062.15
S1146	44	6'S1100 BNCH,w/BCK HZ SLT-THERM	EA	\$ 1,268.00	3%	\$ 1,229.96
S1147	40	4'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,585.00	6%	\$ 1,489.90
S1148	44	6'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,120.00	3%	\$ 1,086.40
S1149	44	8'S1100 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,230.00	3%	\$ 1,193.10
S1150	40	4'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,601.00	6%	\$ 1,504.94
S1151	44	6'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,047.00	3%	\$ 1,015.59
S1152	44	8'S1100 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,170.00	3%	\$ 1,134.90
S1153	34	4'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,084.00	3%	\$ 1,051.48
S1154	44	6'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,257.00	3%	\$ 1,219.29
S1155	40	8'S1100 BNCH,w/BCK DIA-THERM FRM	EA	\$ 1,625.00	6%	\$ 1,527.50
S1156	40	4'S1100 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,625.00	6%	\$ 1,527.50
S1157A	45	32 GAL S1100 BRN RECEPT w/AU	EA	\$ 1,463.00	0%	\$ 1,463.00
S1157B	45	32 GAL S1100 BRN RECEPT w/RB	EA	\$ 1,486.00	0%	\$ 1,486.00
S1157F	45	32 GAL S1100 BRN RECEPT w/FT	EA	\$ 1,394.00	0%	\$ 1,394.00
S1158A	45	32 GAL S1100 CEDAR RECEPT w/AU	EA	\$ 1,463.00	0%	\$ 1,463.00
S1158B	45	32 GAL S1100 CEDAR RECEPT w/RB	EA	\$ 1,486.00	0%	\$ 1,486.00
S1158F	45	32 GAL S1100 CEDAR RECEPT w/FT	EA	\$ 1,394.00	0%	\$ 1,394.00
S1159A	45	32 GAL S1100 GRN RECEPT w/AU	EA	\$ 1,463.00	0%	\$ 1,463.00
S1159B	45	32 GAL S1100 GRN RECEPT w/RB	EA	\$ 1,486.00	0%	\$ 1,486.00
S1159F	45	32 GAL S1100 GRN RECEPT w/FT	EA	\$ 1,394.00	0%	\$ 1,394.00
S1160A	45	32 GAL S1100 GRY RECEPT w/AU	EA	\$ 1,463.00	0%	\$ 1,463.00
S1160B	45	32 GAL S1100 GRY RECEPT w/RB	EA	\$ 1,486.00	0%	\$ 1,486.00
S1160F	45	32 GAL S1100 GRY RECEPT w/FT	EA	\$ 1,394.00	0%	\$ 1,394.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S1161I	34	S1100 4"SQ BLLRD 3'ING PC	EA	\$ 360.00	3%	\$ 349.20
S1161S	34	S1100 4"SQ BLLRD 3'SM PC	EA	\$ 360.00	3%	\$ 349.20
S1162I	34	S1100 4"SQ BLLRD 3'ING w/1CHN PC	EA	\$ 360.00	3%	\$ 349.20
S1162S	34	S1100 4"SQ BLLRD 3'SM w/1CHN PC	EA	\$ 360.00	3%	\$ 349.20
S1163I	34	S1100 4"SQ BLLRD 3'ING w/2CHN PC	EA	\$ 366.00	3%	\$ 355.02
S1163S	34	S1100 4"SQ BLLRD 3'SM w/2CHN PC	EA	\$ 366.00	3%	\$ 355.02
S1164I	44	S1100 4"SQ BLLRD 4'ING PC	EA	\$ 379.00	3%	\$ 367.63
S1164S	34	S1100 4"SQ BLLRD 4'SM PC	EA	\$ 379.00	3%	\$ 367.63
S1165I	34	S1100 4"SQ BLLRD 4'ING w/1CHN PC	EA	\$ 379.00	3%	\$ 367.63
S1165S	34	S1100 4"SQ BLLRD 4'SM w/1CHN PC	EA	\$ 379.00	3%	\$ 367.63
S1166I	44	S1100 4"SQ BLLRD 4'ING w/2CHN PC	EA	\$ 387.00	3%	\$ 375.39
S1166S	44	S1100 4"SQ BLLRD 4'SM w/2CHN PC	EA	\$ 392.00	3%	\$ 380.24
S1200	32	4'S1200 BNCH,w/BCK SLT-PC FRM	EA	\$ 1,282.00	3%	\$ 1,243.54
S1201	40	6'S1200 BNCH,w/BCK SLT-PC FRM	EA	\$ 1,501.00	6%	\$ 1,410.94
S1202	32	4'S1200 BNCH,w/BCK HZ SLT-PC FRM	EA	\$ 1,282.00	3%	\$ 1,243.54
S1203	40	6'S1200 BNCH,w/BCK HZ SLT-PC FRM	EA	\$ 1,501.00	6%	\$ 1,410.94
S1204	32	4'S1200 BNCH,W/O BCK SLT-PC FRM	EA	\$ 1,158.00	3%	\$ 1,123.26
S1205	32	6'S1200 BNCH,W/O BCK SLT-PC FRM	EA	\$ 1,313.00	3%	\$ 1,273.61
S1206	45	4'S1200 BNCH,w/BCK REC BRN,PC FRM	EA	\$ 1,190.00	0%	\$ 1,190.00
S1207	45	4'S1200 BNCH,w/BCK REC CEDAR,PC FRM	EA	\$ 1,190.00	0%	\$ 1,190.00
S1208	45	4'S1200 BNCH,w/BCK REC GRN,PC FRM	EA	\$ 1,190.00	0%	\$ 1,190.00
S1209	45	4'S1200 BNCH,w/BCK REC GRY,PC FRM	EA	\$ 1,190.00	0%	\$ 1,190.00
S1210	45	6'S1200 BNCH,w/BCK REC BRN,PC FRM	EA	\$ 1,250.00	0%	\$ 1,250.00
S1211	45	6'S1200 BNCH,w/BCK REC CEDAR,PC FRM	EA	\$ 1,250.00	0%	\$ 1,250.00
S1212	45	6'S1200 BNCH,w/BCK REC GRN,PC FRM	EA	\$ 1,250.00	0%	\$ 1,250.00
S1213	45	6'S1200 BNCH,w/BCK REC GRY,PC FRM	EA	\$ 1,250.00	0%	\$ 1,250.00
S1214	44	4'S1200 BNCH,W/O BCK REC BRN,PC FRM	EA	\$ 1,077.00	3%	\$ 1,044.69
S1215	44	4'S1200 BNCH,W/OBCK RECCEDAR,PC FRM	EA	\$ 1,077.00	3%	\$ 1,044.69
S1216	44	4'S1200 BNCH,W/O BCK REC GRN,PC FRM	EA	\$ 1,077.00	3%	\$ 1,044.69
S1217	44	4'S1200 BNCH,W/O BCK REC GRY,PC FRM	EA	\$ 1,077.00	3%	\$ 1,044.69
S1218	34	6'S1200 BNCH,W/O BCK REC BRN-PC FRM	EA	\$ 1,126.00	3%	\$ 1,092.22
S1219	34	6'S1200 BNCH,W/OBCK RECCEDAR-PC FRM	EA	\$ 1,126.00	3%	\$ 1,092.22
S1220	34	6'S1200 BNCH,W/O BCK REC GRN-PC FRM	EA	\$ 1,126.00	3%	\$ 1,092.22
S1221	34	6'S1200 BNCH,W/O BCK REC GRY-PC FRM	EA	\$ 1,126.00	3%	\$ 1,092.22
S1222I	40	S1200 6"RD BLLRD 3'ING PC	EA	\$ 372.00	6%	\$ 349.68
S1222S	32	S1200 6"RD BLLRD 3'SM PC	EA	\$ 326.00	3%	\$ 316.22
S1223I	47	S1200 8"RD BLLRD 3'ING PC	EA	\$ 531.00	0%	\$ 531.00
S1223S	46	S1200 8"RD BLLRD 3'SM PC	EA	\$ 498.00	0%	\$ 498.00
S1300	34	4'S1300 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,019.00	3%	\$ 988.43
S1301	32	6'S1300 BNCH,w/BCK FIE-THERM FRM	EA	\$ 1,272.00	3%	\$ 1,233.84
S1302	40	8'S1300 BNCH, w/BCK FIE-THERM FRM	EA	\$ 1,529.00	6%	\$ 1,437.26
S1303	40	6'S1300 BNCH,w/BCK HZ SLT-THERM FRM	EA	\$ 1,271.00	6%	\$ 1,194.74
S1304	40	8'S1300 BNCH,w/BCK HZ SLT-THERM FRM	EA	\$ 1,529.00	6%	\$ 1,437.26
S1305	44	4'S1300 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,046.00	3%	\$ 1,014.62

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S1306	44	6'S1300 BNCH,w/BCK PERF-THERM FRM	EA	\$ 1,082.00	3%	\$ 1,049.54
S1307	45	8'S1300 BNCH, w/BCK PERF -THERM FRM	EA	\$ 1,118.00	0%	\$ 1,118.00
S1308	44	4'S1300 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,019.00	3%	\$ 988.43
S1309	40	6'S1300 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,272.00	6%	\$ 1,195.68
S1310	47	8'S1300 BNCH,w/BCK SLT-THERM FRM	EA	\$ 1,529.00	0%	\$ 1,529.00
S1311	44	4'S1300 BNCH,w/BCK DIA-THERM FRM	EA	\$ 940.00	3%	\$ 911.80
S1312	34	6'S1300 BNCH,w/BCK DIA-THERM FRM	EA	\$ 964.00	3%	\$ 935.08
S1313	45	8'S1300 BNCH,w/BCK DIA -THERM FRM	EA	\$ 991.00	0%	\$ 991.00
S1314	44	4'S1300 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,019.00	3%	\$ 988.43
S1315	40	6'S1300 BNCH,w/BCK WAVE-THERM FRM	EA	\$ 1,272.00	6%	\$ 1,195.68
S1316	40	8'S1300 BNCH, w/BCK WAVE-THERM FRM	EA	\$ 1,529.00	6%	\$ 1,437.26
S1317	45	4'S1300 BNCH,W/O BCK FIE-THERM FRM	EA	\$ 926.00	0%	\$ 926.00
S1318	44	6'S1300 BNCH,W/O BCK FIE-THERM FRM	EA	\$ 1,182.00	3%	\$ 1,146.54
S1319	45	4'S1300 BNCH,W/O BCK PERF-THERM FRM	EA	\$ 953.00	0%	\$ 953.00
S1320	45	6'S1300 BNCH,W/O BCK PERF-THERM FRM	EA	\$ 988.00	0%	\$ 988.00
S1321	32	8'S1300 BNCH,W/O BCK PERF-THERM FRM	EA	\$ 1,337.00	3%	\$ 1,296.89
S1322	45	4'S1300 BNCH,W/O BCK SLT-THERM FRM	EA	\$ 926.00	0%	\$ 926.00
S1323	32	6'S1300 BNCH,W/O BCK SLT-THERM FRM	EA	\$ 1,182.00	3%	\$ 1,146.54
S1324	47	8'S1300 BNCH,W/O BCK SLT-THERM FRM	EA	\$ 1,519.00	0%	\$ 1,519.00
S1325	45	4'S1300 BNCH,W/O BCK DIA-THERM FRM	EA	\$ 847.00	0%	\$ 847.00
S1326	45	6'S1300 BNCH,W/O BCK DIA-THERM FRM	EA	\$ 873.00	0%	\$ 873.00
S1327	32	8'S1300 BNCH,W/O BCK DIA-THERM FRM	EA	\$ 1,171.00	3%	\$ 1,135.87
S1328	45	4'S1300 BNCH,W/O BCK WAVE-THERM FRM	EA	\$ 926.00	0%	\$ 926.00
S1329	44	6'S1300 BNCH,W/O BCK WAVE-THERM FRM	EA	\$ 1,182.00	3%	\$ 1,146.54
S1330	47	8'S1300 BNCH,W/O BCK WAVE-THERM FRM	EA	\$ 1,529.00	0%	\$ 1,529.00
S1331A	35	36 GAL S1300 RECEPT w/AU	EA	\$ 1,257.00	0%	\$ 1,257.00
S1331B	35	36 GAL S1300 RECEPT w/RB	EA	\$ 1,232.00	0%	\$ 1,232.00
S1331F	35	36 GAL S1300 RECEPT w/FT	EA	\$ 1,200.00	0%	\$ 1,200.00
S1332A	46	72 GAL S1300 RECEPT w/AU	EA	\$ 1,926.00	0%	\$ 1,926.00
S1332B	46	72 GAL S1300 RECEPT w/RB	EA	\$ 1,765.00	0%	\$ 1,765.00
S1332F	47	72 GAL S1300 RECEPT w/FT	EA	\$ 1,583.00	0%	\$ 1,583.00
S1333	46	24"ROUND 18"HIGH S1300 PLANTER-PC	EA	\$ 930.00	0%	\$ 930.00
S1334I	47	S1300 6"RD BLLRD 3'ING PC	EA	\$ 406.00	0%	\$ 406.00
S1334S	40	S1300 6"RD BLLRD 3'SM PC	EA	\$ 360.00	6%	\$ 338.40
S1335I	32	S1300 8"RD BLLRD 3'ING PC	EA	\$ 512.00	3%	\$ 496.64
S1336S	32	S1300 8"RD BLLRD 3'SM PC	EA	\$ 445.00	3%	\$ 431.65
S1400	45	4'S1400 BNCH,w/BCK,IPE WOOD,PC FRM	EA	\$ 1,569.00	0%	\$ 1,569.00
S1401	44	6'S1400 BNCH,w/BCK,IPE WOOD,PC FRM	EA	\$ 1,781.00	3%	\$ 1,727.57
S1402	44	8'S1400 BNCH,w/BCK,IPE WOOD,PC FRM	EA	\$ 1,994.00	3%	\$ 1,934.18
S1403	45	4'S1400 BNCH,W/OBCK,IPE WOOD,PC FRM	EA	\$ 938.00	0%	\$ 938.00
S1404	45	6'S1400 BNCH,W/OBCK,IPE WOOD,PC FRM	EA	\$ 1,052.00	0%	\$ 1,052.00
S1405	45	8'S1400 BNCH,W/OBCK,IPE WOOD,PC FRM	EA	\$ 1,159.00	0%	\$ 1,159.00
S1406	45	4'S1400 BNCHw/SIDEARM,W/OBCK,IPE,PC	EA	\$ 1,136.00	0%	\$ 1,136.00
S1407	45	6'S1400 BNCHw/SIDEARM,W/OBCK,IPE,PC	EA	\$ 1,279.00	0%	\$ 1,279.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S1408	45	8'S1400 BNCHw/SIDEARM,W/OBCK,IPE,PC	EA	\$ 1,421.00	0%	\$ 1,421.00
S1409	32	4'S1400 BNCH,w/BCK,SLTS,PC FRM	EA	\$ 1,417.00	3%	\$ 1,374.49
S1410	32	6'S1400 BNCH,w/BCK,SLTS,PC FRM	EA	\$ 1,542.00	3%	\$ 1,495.74
S1411	32	8'S1400 BNCH,w/BCK,SLTS,PC FRM	EA	\$ 1,625.00	3%	\$ 1,576.25
S1412	34	4'S1400 BNCH,W/OBCK,SLTS,PC FRM	EA	\$ 854.00	3%	\$ 828.38
S1413	45	6'S1400 BNCH,W/O BCK,SLTS,PC FRM	EA	\$ 938.00	0%	\$ 938.00
S1414	34	8'S1400 BNCH,W/O BCK,SLTS,PC FRM	EA	\$ 1,023.00	3%	\$ 992.31
S1415	45	4'S1400 BNCHw/SIDEARM,W/OBCK,SLT,PC	EA	\$ 1,023.00	0%	\$ 1,023.00
S1416	45	6'S1400 BNCHw/SIDEARM,W/OBCK,SLT,PC	EA	\$ 1,109.00	0%	\$ 1,109.00
S1417	34	8'S1400 BNCHw/SIDEARM,W/OBCK,SLT,PC	EA	\$ 1,194.00	3%	\$ 1,158.18
S1418A	44	36 GAL S1400 RECEPT w/AU	EA	\$ 2,013.00	3%	\$ 1,952.61
S1418B	44	36 GAL S1400 RECEPT w/RB	EA	\$ 1,961.00	3%	\$ 1,902.17
S1418F	44	36 GAL S1400 RECEPT w/FT	EA	\$ 1,907.00	3%	\$ 1,849.79
S1419	44	4'S1400 TBL,IPE WOOD,PC FRM	EA	\$ 4,134.00	3%	\$ 4,009.98
S1420	44	6'S1400 TBL,IPE WOOD,PC FRM	EA	\$ 4,145.00	3%	\$ 4,020.65
S1421	45	8'S1400 TBL,IPE WOOD,PC FRM	EA	\$ 4,532.00	0%	\$ 4,532.00
S1422I	44	S1400 4"SQ BLLRD 3'ING PC	EA	\$ 221.00	3%	\$ 214.37
S1422S	45	S1400 4"SQ BLLRD 3'SM PC	EA	\$ 195.00	0%	\$ 195.00
S1423I	44	S1400 4"SQ BLLRD 4'ING PC	EA	\$ 235.00	3%	\$ 227.95
S1423S	45	S1400 4"SQ BLLRD 4'SM PC	EA	\$ 215.00	0%	\$ 215.00
S1500I	46	2-SEAT S1500 BNCH,ROD,ING-PC FRM	EA	\$ 1,741.00	0%	\$ 1,741.00
S1500P	47	2-SEAT S1500 BNCH,ROD,PORT-PC FRM	EA	\$ 1,741.00	0%	\$ 1,741.00
S1500S	46	2-SEAT S1500 BNCH,ROD,SM-PC FRA	EA	\$ 1,741.00	0%	\$ 1,741.00
S1501I	40	3-SEAT S1500 BNCH,ROD,ING-PC FRM	EA	\$ 1,978.00	6%	\$ 1,859.32
S1501P	32	3-SEAT S1500 BNCH,ROD,PORT-PC FRM	EA	\$ 1,978.00	3%	\$ 1,918.66
S1501S	40	3-SEAT S1500 BNCH,ROD,SM-PC FRM	EA	\$ 1,978.00	6%	\$ 1,859.32
S1502I	44	4-SEAT S1500 BNCH,ROD,ING-PC FRM	EA	\$ 2,231.00	3%	\$ 2,164.07
S1502P	45	4-SEAT S1500 BNCH,ROD,PORT-PC FRM	EA	\$ 2,231.00	0%	\$ 2,231.00
S1502S	44	4-SEAT S1500 BNCH,ROD,SM-PC FRM	EA	\$ 2,231.00	3%	\$ 2,164.07
S1503A	45	32 GAL S1500 RECEPT w/AU	EA	\$ 1,927.00	0%	\$ 1,927.00
S1503B	45	32 GAL S1500 RECEPT w/RB	EA	\$ 1,957.00	0%	\$ 1,957.00
S1503F	45	32 GAL S1500 RECEPT w/FT	EA	\$ 1,768.00	0%	\$ 1,768.00
S1600I	32	S1600 BRNRECPLST 4'CANT BNCH,IG	EA	\$ 915.00	3%	\$ 887.55
S1600S	32	S1600 BRN REC PLST 4'CANT BNCH,SM	EA	\$ 915.00	3%	\$ 887.55
S1601I	32	S1600 CEDARRECPLST 4'CANT BNCH,ING	EA	\$ 915.00	3%	\$ 887.55
S1601S	32	S1600 CEDARRECPLST 4'CANT BNCH,SM	EA	\$ 915.00	3%	\$ 887.55
S1602I	32	S1600 GRN REC PLST 4'CANT BNCH,ING	EA	\$ 915.00	3%	\$ 887.55
S1602S	32	S1600 GRN REC PLST 4'CANT BNCH,SM	EA	\$ 915.00	3%	\$ 887.55
S1603I	32	S1600 GRY REC PLST 4'CANT BNCH,ING	EA	\$ 915.00	3%	\$ 887.55
S1603S	32	S1600 GRY REC PLST 4'CANT BNCH,SM	EA	\$ 915.00	3%	\$ 887.55
S1604I	40	S1600 STL HZ SLT 4'CANT BNCH,ING	EA	\$ 915.00	6%	\$ 860.10
S1604S	32	S1600 STL HZ SLT 4'CANT BNCH,SM	EA	\$ 915.00	3%	\$ 887.55
S1605I	44	S1600 BRNRECPLST 6'CANT TBL,4'SEAT	EA	\$ 2,713.00	3%	\$ 2,631.61
S1605S	44	S1600 BRNRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,861.00	3%	\$ 2,775.17

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S1606I	44	S1600 CEDARRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,713.00	3%	\$ 2,631.61
S1606S	44	S1600 CEDARRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,861.00	3%	\$ 2,775.17
S1607I	44	S1600 GRNRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,713.00	3%	\$ 2,631.61
S1607S	44	S1600 GRNRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,861.00	3%	\$ 2,775.17
S1608I	44	S1600 GRYRECPLST 6'CANT TBL,4'SEATS	EA	\$ 2,713.00	3%	\$ 2,631.61
S1608S	44	S1600 GRYRECPLST 6'CANTTBL,4'SEAT	EA	\$ 2,861.00	3%	\$ 2,775.17
S1609I	44	S1600 STL HZ SLT 6'CANT TBL,4'SEAT	EA	\$ 2,976.00	3%	\$ 2,886.72
S1609S	44	S1600 STL HZ SLT 6'CANTTBL,4'SEAT	EA	\$ 3,090.00	3%	\$ 2,997.30
S1615I	32	S1600 BRNRECPLST 6'CANT BNCH,ING	EA	\$ 1,144.00	3%	\$ 1,109.68
S1615S	32	S1600 BRN REC PLST 6'CANT BNCH,SM	EA	\$ 1,144.00	3%	\$ 1,109.68
S1616I	32	S1600 CEDARRECPLST 6'CANT BNCH,ING	EA	\$ 1,144.00	3%	\$ 1,109.68
S1616S	32	S1600 CEDAR REC PLST 6'CANT BNCH,SM	EA	\$ 1,144.00	3%	\$ 1,109.68
S1617I	32	S1600 GRN REC PLST 6'CANT BNCH,ING	EA	\$ 1,144.00	3%	\$ 1,109.68
S1617S	32	S1600 GRN REC PLST 6'CANT BNCH,SM	EA	\$ 1,144.00	3%	\$ 1,109.68
S1618I	32	S1600 GRY REC PLST 6'CANT BNCH,ING	EA	\$ 1,144.00	3%	\$ 1,109.68
S1618S	32	S1600 GRY REC PLST 6'CANT BNCH,SM	EA	\$ 1,144.00	3%	\$ 1,109.68
S1619I	40	S1600 STL HZ SLT 6'CANT BNCH,ING	EA	\$ 1,144.00	6%	\$ 1,075.36
S1619S	32	S1600 STL HZ SLT 6'CANT BNCH,SM	EA	\$ 1,144.00	3%	\$ 1,109.68
S1620I	44	S1600 BRNRECPLST 4'DBL CANTBNCH,ING	EA	\$ 1,602.00	3%	\$ 1,553.94
S1620S	44	S1600 BRNRECPLST 4'DBL CANTBNCH,SM	EA	\$ 1,602.00	3%	\$ 1,553.94
S1621I	44	S1600 CDRRECPLST 4'DBL CANTBNCH,ING	EA	\$ 1,602.00	3%	\$ 1,553.94
S1621S	44	S1600 CEDARRECPLST 4'DBLCANTBNCH,SM	EA	\$ 1,602.00	3%	\$ 1,553.94
S1622I	44	S1600 GRNRECPLST 4'DBL CANTBNCH,ING	EA	\$ 1,602.00	3%	\$ 1,553.94
S1622S	44	S1600 GRNRECPLST 4'DBL CANTBNCH,SM	EA	\$ 1,602.00	3%	\$ 1,553.94
S1623I	44	S1600 GRYRECPLST 4'DBL CANTBNCH,ING	EA	\$ 1,602.00	3%	\$ 1,553.94
S1623S	44	S1600 GRYRECPLST 4'DBL CANTBNCH,SM	EA	\$ 1,602.00	3%	\$ 1,553.94
S1624I	44	S1600 STL HZ SLT 4'DBL CANTBNCH,ING	EA	\$ 1,602.00	3%	\$ 1,553.94
S1624S	44	S1600 STL HZ SLT 4'DBL CANTBNCH,SM	EA	\$ 1,602.00	3%	\$ 1,553.94
S200I	47	S200 4'HZ SLT w/BCK BNCH-ING	EA	\$ 1,090.00	0%	\$ 1,090.00
S200S	47	S200 4'HZ SLT w/BCK BNCH-SM	EA	\$ 933.00	0%	\$ 933.00
S201I	47	S200 6'HZ SLT w/BCK BNCH-ING	EA	\$ 1,210.00	0%	\$ 1,210.00
S201S	47	S200 6'HZ SLT w/BCK BNCH-SM	EA	\$ 1,089.00	0%	\$ 1,089.00
S202I	47	S200 4'HZ SLT W/O BCK BNCH-ING	EA	\$ 698.00	0%	\$ 698.00
S202S	47	S200 4'HZ SLT W/O BCK BNCH-SM	EA	\$ 577.00	0%	\$ 577.00
S203I	47	S200 6'HZ SLT W/O BCK BNCH-ING	EA	\$ 758.00	0%	\$ 758.00
S203S	46	S200 6'HZ SLT W/O BCK BNCH-SM	EA	\$ 637.00	0%	\$ 637.00
S204	32	S200 36"RND TBL,HZ SLT SEAT	EA	\$ 1,453.00	3%	\$ 1,409.41
S300	32	4'S300 BNCH,BOW-PC FRM	EA	\$ 1,573.00	3%	\$ 1,525.81
S301	32	6'S300 BNCH,BOW-PC FRM	EA	\$ 1,774.00	3%	\$ 1,720.78
S302	40	4'S300 BNCH,MORNING-PC FRM	EA	\$ 1,667.00	6%	\$ 1,566.98
S303	40	6'S300 BNCH,MORNING-PC FRM	EA	\$ 1,870.00	6%	\$ 1,757.80
S304	32	4'S300 BNCH,SLT-PC FRM	EA	\$ 1,500.00	3%	\$ 1,455.00
S305	44	6'S300 BNCH,SLT-PC FRM	EA	\$ 1,611.00	3%	\$ 1,562.67
S306	44	4'S300 BNCH,BOW-THERM FRM	EA	\$ 1,430.00	3%	\$ 1,387.10

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S307	34	6'S300 BNCH,BOW-THERM FRM	EA	\$ 1,612.00	3%	\$ 1,563.64
S308	44	8'S300 BNCH,BOW-THERM FRM	EA	\$ 1,845.00	3%	\$ 1,789.65
S309	32	4'S300 BNCH,MORNING-THERM FRM	EA	\$ 1,515.00	3%	\$ 1,469.55
S310	44	6'S300 BNCH,MORNING-THERM FRM	EA	\$ 1,700.00	3%	\$ 1,649.00
S311	44	4'S300 BNCH,SLT-THERM FRM	EA	\$ 1,363.00	3%	\$ 1,322.11
S312	34	6'S300 BNCH,SLT-THERM FRM	EA	\$ 1,464.00	3%	\$ 1,420.08
S313A	44	32 GAL S300 BOW RECEPT w/AU	EA	\$ 1,592.00	3%	\$ 1,544.24
S313B	32	32 GAL S300 BOW RECEPT w/RB	EA	\$ 1,570.00	3%	\$ 1,522.90
S313F	44	32 GAL S300 BOW RECEPT w/FT	EA	\$ 1,539.00	3%	\$ 1,492.83
S314A	45	32 GAL S300 MORNING RECEPT w/AU	EA	\$ 1,554.00	0%	\$ 1,554.00
S314B	34	32 GAL S300 MORNING RECEPT w/RB	EA	\$ 1,534.00	3%	\$ 1,487.98
S314F	34	32 GAL S300 MORNING RECEPT w/FT	EA	\$ 1,500.00	3%	\$ 1,455.00
S315A	44	32 GAL S300 SLT RECEPT w/AU	EA	\$ 1,518.00	3%	\$ 1,472.46
S315B	44	32 GAL S300 SLT RECEPT w/RB	EA	\$ 1,496.00	3%	\$ 1,451.12
S315F	32	32 GAL S300 SLT RECEPT w/FT	EA	\$ 1,463.00	3%	\$ 1,419.11
S316A	45	32 GAL S300 BOW RECEPT w/AU	EA	\$ 1,447.00	0%	\$ 1,447.00
S316B	45	32 GAL S300 BOW RECEPT w/RB	EA	\$ 1,427.00	0%	\$ 1,427.00
S316F	45	32 GAL S300 BOW RECEPT w/FT	EA	\$ 1,399.00	0%	\$ 1,399.00
S317A	45	32 GAL S300 MORNING RECEPT w/AU	EA	\$ 1,412.00	0%	\$ 1,412.00
S317B	45	32 GAL S300 MORNING RECEPT w/RB	EA	\$ 1,394.00	0%	\$ 1,394.00
S317F	45	32 GAL S300 MORNING RECEPT w/FT	EA	\$ 1,363.00	0%	\$ 1,363.00
S318A	45	32 GAL S300 SLT RECEPT w/AU	EA	\$ 1,380.00	0%	\$ 1,380.00
S318B	45	32 GAL S300 SLT RECEPT w/RB	EA	\$ 1,360.00	0%	\$ 1,360.00
S318F	45	32 GAL S300 SLT RECEPT w/FT	EA	\$ 1,330.00	0%	\$ 1,330.00
S400	47	4'S400BNCH w/BCK,HZ SLT-CNTR ARM-PC	EA	\$ 1,399.00	0%	\$ 1,399.00
S401	15	6'S400BNCH w/BCK,HZ SLT-CNTR ARM-PC	EA	\$ 1,814.00	0%	\$ 1,814.00
S402	46	4'S400BNCHw/BCK,SLT-CNTR ARM-PC FRM	EA	\$ 1,422.00	0%	\$ 1,422.00
S403	47	6'S400BNCHw/BCK,SLT-CNTR ARM-PC FRM	EA	\$ 1,488.00	0%	\$ 1,488.00
S404	32	8'S400BNCHw/BCK,SLT-CNTR ARM-PC FRM	EA	\$ 1,533.00	3%	\$ 1,487.01
S405	46	4'S400 BNCH w/BCK,HZ SLT-PC FRM	EA	\$ 1,364.00	0%	\$ 1,364.00
S406	35	6'S400 BNCH w/BCK,HZ SLT-PC FRM	EA	\$ 1,428.00	0%	\$ 1,428.00
S407	32	8'S400 BNCH w/BCK,HZ SLT-PC FRM	EA	\$ 1,492.00	3%	\$ 1,447.24
S408	45	S400 CHAIR,SLT-PC FRM	EA	\$ 562.00	0%	\$ 562.00
S409	35	4'S400 BNCH w/BCK,SLT-PC FRM	EA	\$ 1,318.00	0%	\$ 1,318.00
S410	40	6'S400 BNCH w/BCK,SLT-PC FRM	EA	\$ 1,386.00	6%	\$ 1,302.84
S411	32	8'S400 BNCH w/BCK,SLT-PC FRM	EA	\$ 1,485.00	3%	\$ 1,440.45
S412	40	6'S400 BNCH W/O BCK,SLT-CNTR ARM-PC	EA	\$ 1,161.00	6%	\$ 1,091.34
S413	35	4'S400 BNCH W/O BCK,HZ SLT-PC FRM	EA	\$ 1,197.00	0%	\$ 1,197.00
S414	35	6'S400 BNCH W/O BCK,HZ SLT-PC FRM	EA	\$ 1,233.00	0%	\$ 1,233.00
S415	46	4'S400 BNCH W/O BCK,SLT-PC FRM	EA	\$ 990.00	0%	\$ 990.00
S416	47	6'S400 BNCH W/O BCK,SLT-PC FRM	EA	\$ 1,057.00	0%	\$ 1,057.00
S417I	35	S400 2STSLD TOP ADATBL,IN,SLT-PC FRM	EA	\$ 2,142.00	0%	\$ 2,142.00
S417S	35	S400 2STSLD TOP ADATBL,SM,SLT-PC FRM	EA	\$ 2,199.00	0%	\$ 2,199.00
S418I	46	S400 3STSLD TOP ADATBL,IN,SLT-PC FRM	EA	\$ 2,609.00	0%	\$ 2,609.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S418S	35	S400 3STSLD TOP ADATBL,SM,SLT-PC FRM	EA	\$ 2,664.00	0%	\$ 2,664.00
S419I	46	S400 SLDTOP TBL,IN,SEATS SLT-PC FRM	EA	\$ 3,072.00	0%	\$ 3,072.00
S419S	46	S400 SLDTOP TBL,SM,SEATS SLT-PC FRM	EA	\$ 3,127.00	0%	\$ 3,127.00
S425	32	36"S400 ROUND TBL,SLD TOP-PC FRM	EA	\$ 647.00	3%	\$ 627.59
S426I	47	S400 6"RD BLLRD 4'ING PC	EA	\$ 512.00	0%	\$ 512.00
S426S	40	S400 6"RD BLLRD 4'SM PC	EA	\$ 460.00	6%	\$ 432.40
S500	44	6'S500 BNCH w/BCK,- SIDE ARM-HZ SLT	EA	\$ 1,644.00	3%	\$ 1,594.68
S501	34	6'S500 BNCH W/O BCK,SIDE ARM,HZ SLT	EA	\$ 1,229.00	3%	\$ 1,192.13
S502	44	6'S500 BNCH w/BCK,SIDE AND CNARM-HZ	EA	\$ 1,698.00	3%	\$ 1,647.06
S503	44	6'S500 BNCH w/BCK,NO ARM HZ SLT-PC	EA	\$ 1,499.00	3%	\$ 1,454.03
S504	34	6'S500 BNCH W/O BCK,NO ARM,HZ SLT	EA	\$ 1,024.00	3%	\$ 993.28
S505A	46	36 GAL S500 RECEPT w/AU	EA	\$ 1,043.00	0%	\$ 1,043.00
S505B	46	36 GAL S500 RECEPT w/RB	EA	\$ 977.00	0%	\$ 977.00
S505F	46	36 GAL S500 RECEPT w/FT	EA	\$ 914.00	0%	\$ 914.00
S608	32	36"SQ S600 TBL w/4 CHAIRS,SM	EA	\$ 3,750.00	3%	\$ 3,637.50
S609	44	21"S600 CHAIR w/BCK,PC	EA	\$ 726.00	3%	\$ 704.22
S610	47	4'S600 BNCH w/BCK,PC	EA	\$ 1,271.00	0%	\$ 1,271.00
S611	47	6'S600 BNCH w/BCK,PC	EA	\$ 1,391.00	0%	\$ 1,391.00
S612	47	8'S600 BNCH w/BCK,PC	EA	\$ 1,513.00	0%	\$ 1,513.00
S613	40	4'S600 BNCH W/O BCK,PC	EA	\$ 968.00	6%	\$ 909.92
S614	47	6'S600 BNCH W/O BCK,PC	EA	\$ 1,089.00	0%	\$ 1,089.00
S615	47	8'S600 BNCH W/O BCK,PC	EA	\$ 1,210.00	0%	\$ 1,210.00
S616A	44	32 GAL S600 RECEPT w/AU	EA	\$ 1,453.00	3%	\$ 1,409.41
S616B	45	32 GAL S600 RECEPT w/RB	EA	\$ 1,332.00	0%	\$ 1,332.00
S616F	45	32 GAL S600 RECEPT w/FT	EA	\$ 1,210.00	0%	\$ 1,210.00
S617I	44	S600 6"SQ BLLRD 3'ING PC	EA	\$ 425.00	3%	\$ 412.25
S617S	44	S600 6"SQ BLLRD 3'SM PC	EA	\$ 406.00	3%	\$ 393.82
S618I	44	S600 6"SQ BLLRD 4'ING PC	EA	\$ 445.00	3%	\$ 431.65
S618S	44	S600 6"SQ BLLRD 4'SM PC	EA	\$ 432.00	3%	\$ 419.04
S700I	34	S700 S REC BRN 6'w/BCK BNCH-ING	EA	\$ 1,287.00	3%	\$ 1,248.39
S700S	34	S700 S REC BRN 6'w/BCK BNCH-SM	EA	\$ 1,287.00	3%	\$ 1,248.39
S701I	34	S700 S REC CEDAR 6'w/BCK BNCH-ING	EA	\$ 1,287.00	3%	\$ 1,248.39
S701S	34	S700 S REC CEDAR 6'w/BCK BNCH-SM	EA	\$ 1,287.00	3%	\$ 1,248.39
S702I	34	S700 S REC GRN 6'w/BCK BNCH-ING	EA	\$ 1,287.00	3%	\$ 1,248.39
S702S	34	S700 S REC GRN 6'w/BCK BNCH-SM	EA	\$ 1,287.00	3%	\$ 1,248.39
S703I	34	S700 S REC GRY 6'w/BCK BNCH-ING	EA	\$ 1,287.00	3%	\$ 1,248.39
S703S	34	S700 S REC GRY 6'w/BCK BNCH-SM	EA	\$ 1,287.00	3%	\$ 1,248.39
S704I	45	S700 S REC BRN 6'W/O BCK BNCH-ING	EA	\$ 650.00	0%	\$ 650.00
S704S	45	S700 S REC BRN 6'W/O BCK BNCH-SM	EA	\$ 650.00	0%	\$ 650.00
S705I	45	S700 S REC CEDAR 6'W/O BCK BNCH-ING	EA	\$ 650.00	0%	\$ 650.00
S705S	45	S700 S REC CEDAR 6'W/O BCK BNCH-SM	EA	\$ 650.00	0%	\$ 650.00
S706I	45	S700 S REC GRN 6'W/O BCK BNCH-ING	EA	\$ 650.00	0%	\$ 650.00
S706S	45	S700 S REC GRN 6'W/O BCK BNCH-SM	EA	\$ 650.00	0%	\$ 650.00
S707I	45	S700 S REC GRY 6'W/O BCK BNCH-ING	EA	\$ 650.00	0%	\$ 650.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S707S	45	S700 S REC GRY 6'W/O BCK BNCH-SM	EA	\$ 650.00	0%	\$ 650.00
S708I	45	S700 S STL HZ SLT 6'TBL-ING	EA	\$ 2,689.00	0%	\$ 2,689.00
S708S	45	S700 S STL HZ SLT 6'TBL-SM	EA	\$ 2,747.00	0%	\$ 2,747.00
S709A	45	32 GAL S700 REC BRN RECEPT w/AU	EA	\$ 1,141.00	0%	\$ 1,141.00
S709B	45	32 GAL S700 REC BRN RECEPT w/RB	EA	\$ 1,112.00	0%	\$ 1,112.00
S709F	45	32 GAL S700 REC BRN RECEPT w/FT	EA	\$ 1,053.00	0%	\$ 1,053.00
S710A	45	32 GAL S700 REC CEDAR RECEPT w/AU	EA	\$ 1,141.00	0%	\$ 1,141.00
S710B	45	32 GAL S700 REC CEDAR RECEPT w/RB	EA	\$ 1,112.00	0%	\$ 1,112.00
S710F	45	32 GAL S700 REC CEDAR RECEPT w/FT	EA	\$ 1,053.00	0%	\$ 1,053.00
S711A	45	32 GAL S700 REC GRN RECEPT w/AU	EA	\$ 1,141.00	0%	\$ 1,141.00
S711B	45	32 GAL S700 REC GRN RECEPT w/RB	EA	\$ 1,112.00	0%	\$ 1,112.00
S711F	45	32 GAL S700 REC GRN RECEPT w/FT	EA	\$ 1,053.00	0%	\$ 1,053.00
S712A	45	32 GAL S700 REC GRY RECEPT w/AU	EA	\$ 1,141.00	0%	\$ 1,141.00
S712B	45	32 GAL S700 REC GRY RECEPT w/RB	EA	\$ 1,112.00	0%	\$ 1,112.00
S712F	45	32 GAL S700 REC GRY RECEPT w/FT	EA	\$ 1,053.00	0%	\$ 1,053.00
S713I	45	S700 S 6'STL HZ SLT w/BCK BNCH	EA	\$ 1,550.00	0%	\$ 1,550.00
S713S	45	S700 S 6'STL HZ SLT w/BCK BNCH	EA	\$ 1,550.00	0%	\$ 1,550.00
S714I	45	S700 S 6'STL HZ SLT w/BCK BNCH-ING	EA	\$ 1,474.00	0%	\$ 1,474.00
S714S	45	S700 S 6'STL HZ SLT w/BCK BNCH-SM	EA	\$ 1,474.00	0%	\$ 1,474.00
S715I	44	S700 S 4'STL HZ SLT W/O BCK BNCH-IN	EA	\$ 724.00	3%	\$ 702.28
S715S	44	S700 S 4'STL HZ SLT W/O BCK BNCH-SM	EA	\$ 724.00	3%	\$ 702.28
S716I	45	S700 S 6'STL HZ SLT W/O BCK BNCH-IN	EA	\$ 790.00	0%	\$ 790.00
S716S	45	S700 S 6'STL HZ SLT W/O BCK BNCH-SM	EA	\$ 790.00	0%	\$ 790.00
S717I	34	S700 S 8'STL HZ SLT W/O BCK BNCH-IN	EA	\$ 862.00	3%	\$ 836.14
S717S	45	S700 S 8'STL HZ SLT W/O BCK BNCH-SM	EA	\$ 862.00	0%	\$ 862.00
S718I	45	S700 S BRN REC 6'TBL-ING	EA	\$ 1,929.00	0%	\$ 1,929.00
S718S	45	S700 S BRN REC 6'TBL-SM	EA	\$ 1,929.00	0%	\$ 1,929.00
S719I	45	S700 S CEDAR REC 6'TBL-ING	EA	\$ 1,929.00	0%	\$ 1,929.00
S719S	45	S700 S CEDAR REC 6'TBL-SM	EA	\$ 1,929.00	0%	\$ 1,929.00
S720I	45	S700 S GRN REC 6'TBL-ING	EA	\$ 1,929.00	0%	\$ 1,929.00
S720S	45	S700 S GRN REC 6'TBL-SM	EA	\$ 1,929.00	0%	\$ 1,929.00
S721I	45	S700 S GRY REC 6'TBL-ING	EA	\$ 1,929.00	0%	\$ 1,929.00
S721S	45	S700 S GRY REC 6'TBL-SM	EA	\$ 1,929.00	0%	\$ 1,929.00
S722I	45	S700 S STL HZ SLT ADA 8'TBL-ING	EA	\$ 2,935.00	0%	\$ 2,935.00
S722S	45	S700 S STL HZ SLT ADA 8'TBL-SM	EA	\$ 3,047.00	0%	\$ 3,047.00
S723I	44	S700 S STL HZ SLT 8'TBL-ING	EA	\$ 3,612.00	3%	\$ 3,503.64
S723S	44	S700 S STL HZ SLT 8'TBL-SM	EA	\$ 3,668.00	3%	\$ 3,557.96
S724	45	S700 S BRN REC 6'TBL	EA	\$ 1,871.00	0%	\$ 1,871.00
S725	45	S700 S BRN REC 8'TBL	EA	\$ 2,144.00	0%	\$ 2,144.00
S726	45	S700 S CEDAR REC 6'TBL	EA	\$ 1,871.00	0%	\$ 1,871.00
S727	45	S700 S CEDAR REC 8'TBL	EA	\$ 2,144.00	0%	\$ 2,144.00
S728	45	S700 S GRN REC 6'TBL	EA	\$ 1,871.00	0%	\$ 1,871.00
S729	45	S700 S GRN REC 8'TBL	EA	\$ 2,144.00	0%	\$ 2,144.00
S730	45	S700 S GRY REC 6'TBL	EA	\$ 1,871.00	0%	\$ 1,871.00

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
S731	45	S700 S GRY REC 8'TBL	EA	\$ 2,144.00	0%	\$ 2,144.00
S732	45	S700 S BRN HANDICAP REC 8'TBL	EA	\$ 2,161.00	0%	\$ 2,161.00
S733	45	S700 S CEDAR HANDICAP REC 8'TBL	EA	\$ 2,161.00	0%	\$ 2,161.00
S734	45	S700 S GRN HANDICAP REC 8'TBL	EA	\$ 2,161.00	0%	\$ 2,161.00
S735	45	S700 S GRY HANDICAP REC 8'TBL	EA	\$ 2,161.00	0%	\$ 2,161.00
S736I	45	S700 S 6'STL HZ SLT W/O BCK BNCH-IN	EA	\$ 849.00	0%	\$ 849.00
S736S	45	S700 S 6'STL HZ SLT W/O BCK BNCH-SM	EA	\$ 849.00	0%	\$ 849.00
S737I	47	S700 6"RD BLLRD 3'ING PC	EA	\$ 332.00	0%	\$ 332.00
S737S	40	S700 6"RD BLLRD 3'SM PC	EA	\$ 308.00	6%	\$ 289.52
S738I	40	S700 6"RD BLLRD 3'ING w/1CHN PC	EA	\$ 315.00	6%	\$ 296.10
S738S	32	S700 6"RD BLLRD 3'SM w/1CHN PC	EA	\$ 293.00	3%	\$ 284.21
S739I	40	S700 6"RD BLLRD 3'ING w/2CHN loop	EA	\$ 320.00	6%	\$ 300.80
S739S	40	S700 6"RD BLLRD 3'SM w/2CHN PC	EA	\$ 299.00	6%	\$ 281.06
S740I	47	S700 6"RD BLLRD 4'ING PC	EA	\$ 366.00	0%	\$ 366.00
S740S	40	S700 6"RD BLLRD 4'SM PC	EA	\$ 349.00	6%	\$ 328.06
S741I	46	S700 6"RD BLLRD 4'ING w/1CHN PC	EA	\$ 404.00	0%	\$ 404.00
S741S	47	S700 6"RD BLLRD 4'SM w/1CHN PC	EA	\$ 366.00	0%	\$ 366.00
S742I	46	S700 6"RD BLLRD 4'ING w/2CHN PC	EA	\$ 409.00	0%	\$ 409.00
S742S	47	S700 6"RD BLLRD 4'SM w/2CHN PC	EA	\$ 372.00	0%	\$ 372.00
S800	47	S800 2'PERF BCKLESS BNCH,PORT/SM	EA	\$ 510.00	0%	\$ 510.00
S801	47	S800 2'PERF BCKLESS BNCH,PORT/SM	EA	\$ 533.00	0%	\$ 533.00
S802	35	S800 4'PERF BCKLESS BNCH,PORT/SM	EA	\$ 948.00	0%	\$ 948.00
S803	35	S800 6'PERF BCKLESS BNCH,PORT/SM	EA	\$ 1,185.00	0%	\$ 1,185.00
S904	32	4'S900 W/O BCK BNCH,VERT SLT-THERM	EA	\$ 935.00	3%	\$ 906.95
S905	44	6'S900 W/O BCK BNCH,VERT SLT-THERM	EA	\$ 1,157.00	3%	\$ 1,122.29
S906	45	4'S900 w/BCK BNCH,VERT SLT-THERM	EA	\$ 1,235.00	0%	\$ 1,235.00
S907	46	6'S900 w/BCK BNCH,VERT SLT-THERM	EA	\$ 1,839.00	0%	\$ 1,839.00
S908	34	6'S900 HVY DTY TBL,SLT ROLLED-PC	EA	\$ 1,292.00	3%	\$ 1,253.24
S909	34	6'S900 HVY DTY TBL,SLT ROLLED-PC	EA	\$ 1,348.00	3%	\$ 1,307.56
S910	44	8'S900 HVY DTY TBL,SLT ROLLED-PC	EA	\$ 1,540.00	3%	\$ 1,493.80
S911	34	8'S900 HVY DTY TBL,SLT ROLLED-PC	EA	\$ 1,494.00	3%	\$ 1,449.18
S912	34	8'S900 2SIDED HDTY ADATBL,SLT RLD	EA	\$ 1,404.00	3%	\$ 1,361.88
S913	44	8'S900 2SIDED HDTY ADA TBL,SLT RLD	EA	\$ 1,460.00	3%	\$ 1,416.20
S914A	45	36 GAL S900 RECEPT w/AU	EA	\$ 808.00	0%	\$ 808.00
S914B	45	36 GAL S900 RECEPT w/RB	EA	\$ 750.00	0%	\$ 750.00
S914F	45	36 GAL S900 RECEPT w/FT	EA	\$ 708.00	0%	\$ 708.00
UF1546	70	6' Rwd Bench W/ Inground Base	EA	\$ 1,580.00	3%	\$ 1,532.60
UF1547	70	6' Rwd Bench W/ Inground Base & Arm	EA	\$ 1,635.00	3%	\$ 1,585.95
UF1556	70	6' Rwd Bench W/ Flush Mt Base	EA	\$ 1,599.00	3%	\$ 1,551.03
UF1557	70	6' Rwd Bench W/ Flush Mt Base & Arm	EA	\$ 1,657.00	3%	\$ 1,607.29
UF1996	70	6' Jatoba Victorian W/Arms	EA	\$ 1,515.00	3%	\$ 1,469.55
UF1998	70	8' Jatoba Victorian W/Arms	EA	\$ 1,620.00	3%	\$ 1,571.40
UF1999	70	8' Jatoba Victorian W/Arms - Double	EA	\$ 2,571.00	3%	\$ 2,493.87
UF2106	70	6' Jatoba Victorian	EA	\$ 1,179.00	3%	\$ 1,143.63

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
UF2108	70	8' Jatoba Victorian	EA	\$ 1,230.00	3%	\$ 1,193.10
UF3001	70	Concealed Mount Hardware	EA	\$ 73.00	3%	\$ 70.81
UF3544	70	4' Perf Bench W/O Arm - Ingrd Mount	EA	\$ 1,052.00	3%	\$ 1,020.44
UF3546	70	6' Perf Bench W/O Arm - Ingrd Mount	EA	\$ 1,531.00	3%	\$ 1,485.07
UF3548	70	8' Metal Bench W/O Arm Ing	EA	\$ 2,047.00	3%	\$ 1,985.59
UF3554	70	4' Perf Bench W/O Arm-Surf Mount	EA	\$ 1,073.00	3%	\$ 1,040.81
UF3556	70	6' Perf Bench W/O Arm - Surface Mount	EA	\$ 1,554.00	3%	\$ 1,507.38
UF3558	70	8' Perf Bench W/O Arm - Surface Mount	EA	\$ 2,076.00	3%	\$ 2,013.72
UF3644	70	4' Perf Bench W/ Arm - Inground Mount	EA	\$ 1,193.00	3%	\$ 1,157.21
UF3646	70	6' Perf Bench W/ Arm - Inground Mount	EA	\$ 1,908.00	3%	\$ 1,850.76
UF3648	70	8' Perf Bench W/ Arm - Inground Mount	EA	\$ 2,086.00	3%	\$ 2,023.42
UF3649	70	8' Double Perf Bench W/ Arm-Ingrnd Mt	EA	\$ 2,104.00	3%	\$ 2,040.88
UF3654	70	4' Perf Bench W/ Arm-Surface Mount	EA	\$ 1,215.00	3%	\$ 1,178.55
UF3656	70	6' Perf Bench W/ Arm-Surface Mount	EA	\$ 1,929.00	3%	\$ 1,871.13
UF3658	70	8' Perf Bench W/ Arm-Surface Mount	EA	\$ 2,113.00	3%	\$ 2,049.61
UF3659	70	8' Double Perf Bench W/ Arm-Surf Mt	EA	\$ 2,130.00	3%	\$ 2,066.10
UF3744	70	4' Perf Seat - Inground Mount	EA	\$ 765.00	3%	\$ 742.05
UF3746	70	6' Perf Seat - Inground Mount	EA	\$ 1,058.00	3%	\$ 1,026.26
UF3748	70	8' Perf Seat - Inground Mount	EA	\$ 1,474.00	3%	\$ 1,429.78
UF3754	70	4' Perf Seat - Surface Mount	EA	\$ 786.00	3%	\$ 762.42
UF3756	70	6' Perf Seat - Surface Mount	EA	\$ 1,080.00	3%	\$ 1,047.60
UF3758	70	8' Perf Seat - Surface Mount	EA	\$ 1,495.00	3%	\$ 1,450.15
UF4544	70	4' Bench W/O Arm - Inground Mount	EA	\$ 1,356.00	3%	\$ 1,315.32
UF4546	70	6' Bench W/O Arm - Inground Mount	EA	\$ 1,982.00	3%	\$ 1,922.54
UF4554	70	4' Bench W/O Arm - Surface Mount	EA	\$ 1,379.00	3%	\$ 1,337.63
UF4556	70	6' Bench W/O Arm - Surface Mount	EA	\$ 2,004.00	3%	\$ 1,943.88
UF4644	70	4' Bench W/ Arm - Inground Mount	EA	\$ 1,352.00	3%	\$ 1,311.44
UF4646	70	6' Bench W/ Arm - Inground Mount	EA	\$ 2,012.00	3%	\$ 1,951.64
UF4654	70	4' Bench W/ Arm - Surface Mt	EA	\$ 1,377.00	3%	\$ 1,335.69
UF4656	70	6' Bench W/ Arm - Surface Mt	EA	\$ 2,035.00	3%	\$ 1,973.95
UF4744	70	4' Seat - Inground Mount	EA	\$ 911.00	3%	\$ 883.67
UF4746	70	6' Seat - Inground Mount	EA	\$ 1,275.00	3%	\$ 1,236.75
UF4754	70	4' Seat - Surface Mount	EA	\$ 933.00	3%	\$ 905.01
UF4756	70	6' Seat - Surface Mount	EA	\$ 1,296.00	3%	\$ 1,257.12
UF8006	70	6' Bench - Jatoba	EA	\$ 2,435.00	3%	\$ 2,361.95
UF8008	70	8'Jatoba Bristol Bench	EA	\$ 2,617.00	3%	\$ 2,538.49
UF8106	70	6' Jatoba Bristol Seat	EA	\$ 1,741.00	3%	\$ 1,688.77
UF8506	70	6' Bench W/Arm Rests	EA	\$ 1,699.00	3%	\$ 1,648.03
UF9106	70	6' Arlington Bench	EA	\$ 1,809.00	3%	\$ 1,754.73
UF9116	70	6' Arlington Bench W/ Intermediate Arm	EA	\$ 2,544.00	3%	\$ 2,467.68
UF9118	70	8' Arlington Bench W/ Intermediate Arm	EA	\$ 2,590.00	3%	\$ 2,512.30
UF9206	70	6' Arlington Seat	EA	\$ 1,198.00	3%	\$ 1,162.06
UF9216	70	6' Arlington Seat W/ Intermediate Arm	EA	\$ 1,760.00	3%	\$ 1,707.20
UF9218	70	8' Arlington Seat W/ Intermediate Arm	EA	\$ 1,986.00	3%	\$ 1,926.42

GAMETIME SITE FURNISHINGS

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
UL1180	70	Inground Pedestal Mount	EA	\$ 66.00	3%	\$ 64.02
UL2050	70	Receptacle Top Connector Pkg	EA	\$ 44.00	3%	\$ 42.68
UL3911	70	24" X 30" High Recept. W/ Side Deposit	EA	\$ 1,407.00	3%	\$ 1,364.79
UL3917	70	24" X 36" High Recept W/Side Deposit	EA	\$ 1,286.00	3%	\$ 1,247.42
UL3931	70	30" X 36" High Recept W/Side Deposit	EA	\$ 1,798.00	3%	\$ 1,744.06
UL4911	70	24" X 30" High Recept. W/ Side Deposit	EA	\$ 1,436.00	3%	\$ 1,392.92
UL4917	70	24" X 36" High Recept. W/Side Deposit	EA	\$ 1,423.00	3%	\$ 1,380.31
UL4931	70	30" X 36" Recept. W/Side Deposit	EA	\$ 1,526.00	3%	\$ 1,480.22
UL8250	70	24" X 30" High Litter Recept. - Jatoba	EA	\$ 2,862.00	3%	\$ 2,776.14
UL8256	70	24"X 36"Hi Jatoba Recp	EA	\$ 2,919.00	3%	\$ 2,831.43
UL8750	70	24"X 30"Hi Perf Recp	EA	\$ 2,645.00	3%	\$ 2,565.65
UL8756	70	24"X 36"Hi Perf Recp	EA	\$ 2,719.00	3%	\$ 2,637.43
UL9300	70	19" X 30" High Litter Recept.	EA	\$ 1,110.00	3%	\$ 1,076.70
UL9310	70	24" X 30" High Litter Recept.	EA	\$ 1,489.00	3%	\$ 1,444.33
UL9313	70	24" X 30" High Ash/Litter Recept.	EA	\$ 1,576.00	3%	\$ 1,528.72
UL9316	70	24" X 36" High Litter Recept.	EA	\$ 1,552.00	3%	\$ 1,505.44
UL9328	70	24" X 36" High Ash/Litter Recept.	EA	\$ 1,645.00	3%	\$ 1,595.65
UL9330	70	30" X 36" High Litter Recept.	EA	\$ 1,762.00	3%	\$ 1,709.14



GameTime Division
PlayCore Wisconsin, Inc.
150 Playcore Drive SE
Fort Payne, AL 35967
Tel: 800.235.2440

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

<u>PART GROUP DESCRIPTIONS</u>		<u>USC Discount</u>
05	Principal Components	24%
06	Attendant Products	24%
10	Primary Components	24%
15	Primary Apparatus	16%
18	Adjunct Component	24%
20	Surfacing Accessories	18%
22	Companion Components	16%
32	Component Products	3%
34	Component Extensions	3%
35	Compliment Products	16%
40	Auxiliary Products	6%
42	Associate Products	16%
44	Companion Products	3%
45	Exempt Products	0%
46	Apparatus Products	16%
47	Companion Accessories	9%
48	Affiliate Products	6%
49	Core Products	16%
50	Developmental Products	20%
51	Enhancement Products	3%
52	Adjunct Products	16%
54	Product Extensions	9%
62	Adjunct Accessories	3%
70	Ancillary Components	3%
73	Supplement Products	3%
80	Exempt Accessories	0%
85	Exempt Parts	0%

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
3680	45	Standard Sealed Engineered Drawings	EA	\$ 600.00	0%	\$ 600.00
QRI001	41	SD101008IG 8' IN-GE-Sq Shade	EA	\$ 3,141.00	3%	\$ 3,046.77
QRI002	41	SD121208IG 8' IN-GE-Sq Shade	EA	\$ 3,268.00	3%	\$ 3,169.96
QRI003	41	SD141408IG 8' IN-GE-Sq Shade	EA	\$ 3,391.00	3%	\$ 3,289.27
QRI004	41	SD161608IG 8' IN-GE-Sq Shade	EA	\$ 3,842.00	3%	\$ 3,726.74
QRI005	41	SD181808IG 8' IN-GE-Sq Shade	EA	\$ 4,215.00	3%	\$ 4,088.55
QRI006	41	SD202008IG 8' IN-GE-Sq Shade	EA	\$ 4,552.00	3%	\$ 4,415.44
QRI007	41	SD222208IG 8' IN-GE-Sq Shade	EA	\$ 4,690.00	3%	\$ 4,549.30
QRI008	41	SD242408IG 8' IN-GE-Sq Shade	EA	\$ 5,975.00	3%	\$ 5,795.75
QRI009	41	SD262608IG 8' IN-GE-Sq Shade	EA	\$ 6,574.00	3%	\$ 6,376.78
QRI010	41	SD282808IG 8' IN-GE-Sq Shade	EA	\$ 6,737.00	3%	\$ 6,534.89
QRI011	41	SD303008IG 8' IN-GE-Sq Shade	EA	\$ 7,326.00	3%	\$ 7,106.22

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRI012	41	SD101010IG 10' IN-GE-Sq Shade	EA	\$ 3,667.00	3%	\$ 3,556.99
QRI013	41	SD121210IG 10' IN-GE-Sq Shade	EA	\$ 3,793.00	3%	\$ 3,679.21
QRI014	41	SD141410IG 10' IN-GE-Sq Shade	EA	\$ 3,914.00	3%	\$ 3,796.58
QRI015	41	SD161610IG 10' IN-GE-Sq Shade	EA	\$ 4,367.00	3%	\$ 4,235.99
QRI016	41	SD181810IG 10' IN-GE-Sq Shade	EA	\$ 4,977.00	3%	\$ 4,827.69
QRI017	41	SD202010IG 10' IN-GE-Sq Shade	EA	\$ 5,314.00	3%	\$ 5,154.58
QRI018	41	SD22210IG 10' IN-GE-Sq Shade	EA	\$ 5,452.00	3%	\$ 5,288.44
QRI019	41	SD242410IG 10' IN-GE-Sq Shade	EA	\$ 6,427.00	3%	\$ 6,234.19
QRI020	41	SD262610IG 10' IN-GE-Sq Shade	EA	\$ 7,025.00	3%	\$ 6,814.25
QRI021	41	SD282810IG 10' IN-GE-Sq Shade	EA	\$ 7,190.00	3%	\$ 6,974.30
QRI022	41	SD303010IG 10' IN-GE-Sq Shade	EA	\$ 8,242.00	3%	\$ 7,994.74
QRI023	41	SD161612IG 12' IN-GE-Sq Shade	EA	\$ 4,566.00	3%	\$ 4,429.02
QRI024	41	SD181812IG 12' IN-GE-Sq Shade	EA	\$ 5,242.00	3%	\$ 5,084.74
QRI025	41	SD202012IG 12' IN-GE-Sq Shade	EA	\$ 5,579.00	3%	\$ 5,411.63
QRI026	41	SD222212IG 12' IN-GE-Sq Shade	EA	\$ 5,718.00	3%	\$ 5,546.46
QRI027	41	SD242412IG 12' IN-GE-Sq Shade	EA	\$ 7,366.00	3%	\$ 7,145.02
QRI028	41	SD262612IG 12' IN-GE-Sq Shade	EA	\$ 7,965.00	3%	\$ 7,726.05
QRI029	41	SD282812IG 12' IN-GE-Sq Shade	EA	\$ 8,129.00	3%	\$ 7,885.13
QRI030	41	SD303012IG 12' IN-GE-Sq Shade	EA	\$ 9,921.00	3%	\$ 9,623.37
QRI031	41	RD101208IG 8' IN-GE-Rec Shade	EA	\$ 3,222.00	3%	\$ 3,125.34
QRI032	41	RD101508IG 8' IN-GE-Rec Shade	EA	\$ 3,331.00	3%	\$ 3,231.07
QRI033	41	RD101808IG 8' IN-GE-Rec Shade	EA	\$ 3,373.00	3%	\$ 3,271.81
QRI034	41	RD102008IG 8' IN-GE-Rec Shade	EA	\$ 3,776.00	3%	\$ 3,662.72
QRI035	41	RD131508IG 8' IN-GE-Rec Shade	EA	\$ 3,402.00	3%	\$ 3,299.94
QRI036	41	RD132008IG 8' IN-GE-Rec Shade	EA	\$ 3,923.00	3%	\$ 3,805.31
QRI037	41	RD152208IG 8' IN-GE-Rec Shade	EA	\$ 4,350.00	3%	\$ 4,219.50
QRI038	41	RD152508IG 8' IN-GE-Rec Shade	EA	\$ 4,403.00	3%	\$ 4,270.91
QRI039	41	RD182008IG 8' IN-GE-Rec Shade	EA	\$ 4,289.00	3%	\$ 4,160.33
QRI040	41	RD182408IG 8' IN-GE-Rec Shade	EA	\$ 4,517.00	3%	\$ 4,381.49
QRI041	41	RD182808IG 8' IN-GE-Rec Shade	EA	\$ 4,981.00	3%	\$ 4,831.57
QRI042	41	RD183208IG 8' IN-GE-Rec Shade	EA	\$ 6,120.00	3%	\$ 5,936.40
QRI043	41	RD183608IG 8' IN-GE-Rec Shade	EA	\$ 6,378.00	3%	\$ 6,186.66
QRI044	41	RD202408IG 8' IN-GE-Rec Shade	EA	\$ 4,734.00	3%	\$ 4,591.98
QRI045	41	RD202608IG 8' IN-GE-Rec Shade	EA	\$ 4,821.00	3%	\$ 4,676.37
QRI046	41	RD203008IG 8' IN-GE-Rec Shade	EA	\$ 5,974.00	3%	\$ 5,794.78
QRI047	41	RD203408IG 8' IN-GE-Rec Shade	EA	\$ 6,585.00	3%	\$ 6,387.45
QRI048	41	RD203808IG 8' IN-GE-Rec Shade	EA	\$ 6,767.00	3%	\$ 6,563.99
QRI049	41	RD242608IG 8' IN-GE-Rec Shade	EA	\$ 6,072.00	3%	\$ 5,889.84
QRI050	41	RD243008IG 8' IN-GE-Rec Shade	EA	\$ 6,381.00	3%	\$ 6,189.57
QRI051	41	RD243408IG 8' IN-GE-Rec Shade	EA	\$ 6,675.00	3%	\$ 6,474.75
QRI052	41	RD243808IG 8' IN-GE-Rec Shade	EA	\$ 7,365.00	3%	\$ 7,144.05
QRI053	41	RD244008IG 8' IN-GE-Rec Shade	EA	\$ 7,464.00	3%	\$ 7,240.08
QRI054	41	RD283008IG 8' IN-GE-Rec Shade	EA	\$ 6,942.00	3%	\$ 6,733.74
QRI055	41	RD283408IG 8' IN-GE-Rec Shade	EA	\$ 7,760.00	3%	\$ 7,527.20

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI056	41	RD283808IG 8' IN-GE-Rec Shade	EA	\$ 8,479.00	3%	\$ 8,224.63
QRI057	41	RD101210IG 10' IN-GE-Rec Shade	EA	\$ 3,747.00	3%	\$ 3,634.59
QRI058	41	RD101510IG 10' IN-GE-Rec Shade	EA	\$ 3,855.00	3%	\$ 3,739.35
QRI059	41	RD101810IG 10' IN-GE-Rec Shade	EA	\$ 3,898.00	3%	\$ 3,781.06
QRI060	41	RD102010IG 10' IN-GE-Rec Shade	EA	\$ 4,299.00	3%	\$ 4,170.03
QRI061	41	RD131510IG 10' IN-GE-Rec Shade	EA	\$ 3,927.00	3%	\$ 3,809.19
QRI062	41	RD132010IG 10' IN-GE-Rec Shade	EA	\$ 4,444.00	3%	\$ 4,310.68
QRI063	41	RD152210IG 10' IN-GE-Rec Shade	EA	\$ 5,113.00	3%	\$ 4,959.61
QRI064	41	RD152510IG 10' IN-GE-Rec Shade	EA	\$ 5,165.00	3%	\$ 5,010.05
QRI065	41	RD182010IG 10' IN-GE-Rec Shade	EA	\$ 5,053.00	3%	\$ 4,901.41
QRI066	41	RD182410IG 10' IN-GE-Rec Shade	EA	\$ 5,279.00	3%	\$ 5,120.63
QRI067	41	RD182810IG 10' IN-GE-Rec Shade	EA	\$ 5,744.00	3%	\$ 5,571.68
QRI068	41	RD183210IG 10' IN-GE-Rec Shade	EA	\$ 6,574.00	3%	\$ 6,376.78
QRI069	41	RD183610IG 10' IN-GE-Rec Shade	EA	\$ 6,829.00	3%	\$ 6,624.13
QRI070	41	RD202410IG 10' IN-GE-Rec Shade	EA	\$ 5,498.00	3%	\$ 5,333.06
QRI071	41	RD202610IG 10' IN-GE-Rec Shade	EA	\$ 5,583.00	3%	\$ 5,415.51
QRI072	41	RD203010IG 10' IN-GE-Rec Shade	EA	\$ 6,426.00	3%	\$ 6,233.22
QRI073	41	RD203410IG 10' IN-GE-Rec Shade	EA	\$ 7,036.00	3%	\$ 6,824.92
QRI074	41	RD203810IG 10' IN-GE-Rec Shade	EA	\$ 7,220.00	3%	\$ 7,003.40
QRI075	41	RD242610IG 10' IN-GE-Rec Shade	EA	\$ 6,523.00	3%	\$ 6,327.31
QRI076	41	RD243010IG 10' IN-GE-Rec Shade	EA	\$ 6,831.00	3%	\$ 6,626.07
QRI077	41	RD243410IG 10' IN-GE-Rec Shade	EA	\$ 7,593.00	3%	\$ 7,365.21
QRI078	41	RD243810IG 10' IN-GE-Rec Shade	EA	\$ 8,281.00	3%	\$ 8,032.57
QRI079	41	RD244010IG 10' IN-GE-Rec Shade	EA	\$ 8,279.00	3%	\$ 8,030.63
QRI080	41	RD283010IG 10' IN-GE-Rec Shade	EA	\$ 7,860.00	3%	\$ 7,624.20
QRI081	41	RD283410IG 10' IN-GE-Rec Shade	EA	\$ 8,679.00	3%	\$ 8,418.63
QRI082	41	RD283810IG 10' IN-GE-Rec Shade	EA	\$ 8,884.00	3%	\$ 8,617.48
QRI083	41	RD101212IG 12' IN-GE-Rec Shade	EA	\$ 3,945.00	3%	\$ 3,826.65
QRI084	41	RD101512IG 12' IN-GE-Rec Shade	EA	\$ 4,055.00	3%	\$ 3,933.35
QRI085	41	RD101812IG 12' IN-GE-Rec Shade	EA	\$ 4,097.00	3%	\$ 3,974.09
QRI086	41	RD102012IG 12' IN-GE-Rec Shade	EA	\$ 4,497.00	3%	\$ 4,362.09
QRI087	41	RD131512IG 12' IN-GE-Rec Shade	EA	\$ 4,125.00	3%	\$ 4,001.25
QRI088	41	RD132012IG 12' IN-GE-Rec Shade	EA	\$ 4,641.00	3%	\$ 4,501.77
QRI089	41	RD152212IG 12' IN-GE-Rec Shade	EA	\$ 5,378.00	3%	\$ 5,216.66
QRI090	41	RD152512IG 12' IN-GE-Rec Shade	EA	\$ 5,430.00	3%	\$ 5,267.10
QRI091	41	RD182012IG 12' IN-GE-Rec Shade	EA	\$ 5,317.00	3%	\$ 5,157.49
QRI092	41	RD182412IG 12' IN-GE-Rec Shade	EA	\$ 5,544.00	3%	\$ 5,377.68
QRI093	41	RD182812IG 12' IN-GE-Rec Shade	EA	\$ 6,009.00	3%	\$ 5,828.73
QRI094	41	RD183212IG 12' IN-GE-Rec Shade	EA	\$ 7,513.00	3%	\$ 7,287.61
QRI095	41	RD183612IG 12' IN-GE-Rec Shade	EA	\$ 7,769.00	3%	\$ 7,535.93
QRI096	41	RD202412IG 12' IN-GE-Rec Shade	EA	\$ 5,775.00	3%	\$ 5,601.75
QRI097	41	RD202612IG 12' IN-GE-Rec Shade	EA	\$ 5,850.00	3%	\$ 5,674.50
QRI098	41	RD203012IG 12' IN-GE-Rec Shade	EA	\$ 7,365.00	3%	\$ 7,144.05
QRI099	41	RD203412IG 12' IN-GE-Rec Shade	EA	\$ 7,976.00	3%	\$ 7,736.72

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI100	41	RD203812IG 12' IN-GE-Rec Shade	EA	\$ 8,160.00	3%	\$ 7,915.20
QRI101	41	RD242612IG 12' IN-GE-Rec Shade	EA	\$ 7,463.00	3%	\$ 7,239.11
QRI102	41	RD243012IG 12' IN-GE-Rec Shade	EA	\$ 7,773.00	3%	\$ 7,539.81
QRI103	41	RD243412IG 12' IN-GE-Rec Shade	EA	\$ 9,272.00	3%	\$ 8,993.84
QRI104	41	RD243812IG 12' IN-GE-Rec Shade	EA	\$ 9,959.00	3%	\$ 9,660.23
QRI105	41	RD244012IG 12' IN-GE-Rec Shade	EA	\$ 9,938.00	3%	\$ 9,639.86
QRI106	41	RD283012IG 12' IN-GE-Rec Shade	EA	\$ 9,542.00	3%	\$ 9,255.74
QRI107	41	RD283412IG 12' IN-GE-Rec Shade	EA	\$ 9,888.00	3%	\$ 9,591.36
QRI108	41	RD283812IG 12' IN-GE-Rec Shade	EA	\$ 10,090.00	3%	\$ 9,787.30
QRI109	41	SU101008IG 8' IN-GE-SU Shade	EA	\$ 2,858.00	3%	\$ 2,772.26
QRI110	41	SU121208IG 8' IN-GE-SU Shade	EA	\$ 3,091.00	3%	\$ 2,998.27
QRI111	41	SU141408IG 8' IN-GE-SU Shade	EA	\$ 3,471.00	3%	\$ 3,366.87
QRI112	41	SU161608IG 8' IN-GE-SU Shade	EA	\$ 4,093.00	3%	\$ 3,970.21
QRI113	41	SU181808IG 8' IN-GE-SU Shade	EA	\$ 4,341.00	3%	\$ 4,210.77
QRI114	41	SU202008IG 8' IN-GE-SU Shade	EA	\$ 5,121.00	3%	\$ 4,967.37
QRI115	41	SU222208IG 8' IN-GE-SU Shade	EA	\$ 6,298.00	3%	\$ 6,109.06
QRI116	41	SU242408IG 8' IN-GE-SU Shade	EA	\$ 7,636.00	3%	\$ 7,406.92
QRI117	41	SU101010IG 10' IN-GE-SU Shade	EA	\$ 2,987.00	3%	\$ 2,897.39
QRI118	41	SU121210IG 10' IN-GE-SU Shade	EA	\$ 3,116.00	3%	\$ 3,022.52
QRI119	41	SU141410IG 10' IN-GE-SU Shade	EA	\$ 3,529.00	3%	\$ 3,423.13
QRI120	41	SU161610IG 10' IN-GE-SU Shade	EA	\$ 4,172.00	3%	\$ 4,046.84
QRI121	41	SU181810IG 10' IN-GE-SU Shade	EA	\$ 4,421.00	3%	\$ 4,288.37
QRI122	41	SU202010IG 10' IN-GE-SU Shade	EA	\$ 5,197.00	3%	\$ 5,041.09
QRI123	41	SU222210IG 10' IN-GE-SU Shade	EA	\$ 6,447.00	3%	\$ 6,253.59
QRI124	41	SU242410IG 10' IN-GE-SU Shade	EA	\$ 7,754.00	3%	\$ 7,521.38
QRI125	41	HD202008IG 8' IN-GE-Hx Shade	EA	\$ 5,776.00	3%	\$ 5,602.72
QRI126	41	HD242408IG 8' IN-GE-Hx Shade	EA	\$ 7,287.00	3%	\$ 7,068.39
QRI127	41	HD262608IG 8' IN-GE-Hx Shade	EA	\$ 7,563.00	3%	\$ 7,336.11
QRI128	41	HD282808IG 8' IN-GE-Hx Shade	EA	\$ 8,439.00	3%	\$ 8,185.83
QRI129	41	HD303008IG 8' IN-GE-Hx Shade	EA	\$ 8,947.00	3%	\$ 8,678.59
QRI130	41	HD343408IG 8' IN-GE-Hx Shade	EA	\$ 9,623.00	3%	\$ 9,334.31
QRI131	41	HD383808IG 8' IN-GE-Hx Shade	EA	\$ 11,538.00	3%	\$ 11,191.86
QRI132	41	HD404008IG 8' IN-GE-Hx Shade	EA	\$ 12,300.00	3%	\$ 11,931.00
QRI133	41	HD202010IG 10' IN-GE-Hx Shade	EA	\$ 6,590.00	3%	\$ 6,392.30
QRI134	41	HD242410IG 10' IN-GE-Hx Shade	EA	\$ 8,433.00	3%	\$ 8,180.01
QRI135	41	HD262610IG 10' IN-GE-Hx Shade	EA	\$ 8,704.00	3%	\$ 8,442.88
QRI136	41	HD282810IG 10' IN-GE-Hx Shade	EA	\$ 9,018.00	3%	\$ 8,747.46
QRI137	41	HD303010IG 10' IN-GE-Hx Shade	EA	\$ 9,524.00	3%	\$ 9,238.28
QRI138	41	HD343410IG 10' IN-GE-Hx Shade	EA	\$ 11,103.00	3%	\$ 10,769.91
QRI139	41	HD383810IG 10' IN-GE-Hx Shade	EA	\$ 12,145.00	3%	\$ 11,780.65
QRI140	41	HD404010IG 10' IN-GE-Hx Shade	EA	\$ 12,906.00	3%	\$ 12,518.82
QRI141	41	HD202012IG 12' IN-GE-Hx Shade	EA	\$ 6,885.00	3%	\$ 6,678.45
QRI142	41	HD242412IG 12' IN-GE-Hx Shade	EA	\$ 8,830.00	3%	\$ 8,565.10
QRI143	41	HD262612IG 12' IN-GE-Hx Shade	EA	\$ 9,104.00	3%	\$ 8,830.88

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRI144	41	HD282812IG 12' IN-GE-Hx Shade	EA	\$ 10,533.00	3%	\$ 10,217.01
QRI145	41	HD303012IG 12' IN-GE-Hx Shade	EA	\$ 11,040.00	3%	\$ 10,708.80
QRI146	41	HD343412IG 12' IN-GE-Hx Shade	EA	\$ 13,631.00	3%	\$ 13,222.07
QRI147	41	HD383812IG 12' IN-GE-Hx Shade	EA	\$ 14,673.00	3%	\$ 14,232.81
QRI148	41	HD404012IG 12' IN-GE-Hx Shade	EA	\$ 15,435.00	3%	\$ 14,971.95
QRI149	41	HU101008IG 8' IN-GE-H1U Shade	EA	\$ 3,093.00	3%	\$ 3,000.21
QRI150	41	HU121208IG 8' IN-GE-H1U Shade	EA	\$ 3,384.00	3%	\$ 3,282.48
QRI151	41	HU141408IG 8' IN-GE-H1U Shade	EA	\$ 3,534.00	3%	\$ 3,427.98
QRI152	41	HU161608IG 8' IN-GE-H1U Shade	EA	\$ 3,739.00	3%	\$ 3,626.83
QRI153	41	HU181808IG 8' IN-GE-H1U Shade	EA	\$ 4,562.00	3%	\$ 4,425.14
QRI154	41	HU202008IG 8' IN-GE-H1U Shade	EA	\$ 5,644.00	3%	\$ 5,474.68
QRI155	41	HU222208IG 8' IN-GE-H1U Shade	EA	\$ 6,183.00	3%	\$ 5,997.51
QRI156	41	HU242408IG 8' IN-GE-H1U Shade	EA	\$ 6,585.00	3%	\$ 6,387.45
QRI157	41	HU252508IG 8' IN-GE-H1U Shade	EA	\$ 7,556.00	3%	\$ 7,329.32
QRI158	41	HU272708IG 8' IN-GE-H1U Shade	EA	\$ 8,001.00	3%	\$ 7,760.97
QRI159	41	HU101010IG 10' IN-GE-H1U Shade	EA	\$ 3,227.00	3%	\$ 3,130.19
QRI160	41	HU121210IG 10' IN-GE-H1U Shade	EA	\$ 3,422.00	3%	\$ 3,319.34
QRI161	41	HU141410IG 10' IN-GE-H1U Shade	EA	\$ 3,681.00	3%	\$ 3,570.57
QRI162	41	HU161610IG 10' IN-GE-H1U Shade	EA	\$ 3,950.00	3%	\$ 3,831.50
QRI163	41	HU181810IG 10' IN-GE-H1U Shade	EA	\$ 4,626.00	3%	\$ 4,487.22
QRI164	41	HU202010IG 10' IN-GE-H1U Shade	EA	\$ 6,038.00	3%	\$ 5,856.86
QRI165	41	HU222210IG 10' IN-GE-H1U Shade	EA	\$ 6,299.00	3%	\$ 6,110.03
QRI166	41	HU242410IG 10' IN-GE-H1U Shade	EA	\$ 6,736.00	3%	\$ 6,533.92
QRI167	41	HU252510IG 10' IN-GE-H1U Shade	EA	\$ 8,111.00	3%	\$ 7,867.67
QRI168	41	HU272710IG 10' IN-GE-H1U Shade	EA	\$ 8,122.00	3%	\$ 7,878.34
QRI169	41	RU161208IG 8' IN-GE-R2U Shade	EA	\$ 3,620.00	3%	\$ 3,511.40
QRI170	41	RU181208IG 8' IN-GE-R2U Shade	EA	\$ 4,240.00	3%	\$ 4,112.80
QRI171	41	RU201008IG 8' IN-GE-R2U Shade	EA	\$ 4,274.00	3%	\$ 4,145.78
QRI172	41	RU201208IG 8' IN-GE-R2U Shade	EA	\$ 4,286.00	3%	\$ 4,157.42
QRI173	41	RU201408IG 8' IN-GE-R2U Shade	EA	\$ 4,378.00	3%	\$ 4,246.66
QRI174	41	RU241408IG 8' IN-GE-R2U Shade	EA	\$ 4,733.00	3%	\$ 4,591.01
QRI175	41	RU161210IG 10' IN-GE-R2U Shade	EA	\$ 3,966.00	3%	\$ 3,847.02
QRI176	41	RU181210IG 10' IN-GE-R2U Shade	EA	\$ 4,352.00	3%	\$ 4,221.44
QRI177	41	RU201010IG 10' IN-GE-R2U Shade	EA	\$ 4,400.00	3%	\$ 4,268.00
QRI178	41	RU201210IG 10' IN-GE-R2U Shade	EA	\$ 4,688.00	3%	\$ 4,547.36
QRI179	41	RU201410IG 10' IN-GE-R2U Shade	EA	\$ 4,786.00	3%	\$ 4,642.42
QRI180	41	RU241410IG 10' IN-GE-R2U Shade	EA	\$ 4,860.00	3%	\$ 4,714.20
QRI181	41	CU080808IG 8' IN-GE-CTU Shade	EA	\$ 3,356.00	3%	\$ 3,255.32
QRI182	41	CU101008IG 8' IN-GE-CTU Shade	EA	\$ 3,488.00	3%	\$ 3,383.36
QRI183	41	CU121208IG 8' IN-GE-CTU Shade	EA	\$ 3,734.00	3%	\$ 3,621.98
QRI184	41	CU141408IG 8' IN-GE-CTU Shade	EA	\$ 4,112.00	3%	\$ 3,988.64
QRI185	41	CU151508IG 8' IN-GE-CTU Shade	EA	\$ 4,292.00	3%	\$ 4,163.24
QRI186	41	CU161608IG 8' IN-GE-CTU Shade	EA	\$ 4,301.00	3%	\$ 4,171.97
QRI187	41	CU181808IG 8' IN-GE-CTU Shade	EA	\$ 4,897.00	3%	\$ 4,750.09

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI188	41	CU202008IG 8' IN-GE-CTU Shade	EA	\$ 5,349.00	3%	\$ 5,188.53
QRI189	41	CU080810IG 10' IN-GE-CTU Shade	EA	\$ 3,386.00	3%	\$ 3,284.42
QRI190	41	CU101010IG 10' IN-GE-CTU Shade	EA	\$ 3,532.00	3%	\$ 3,426.04
QRI191	41	CU121210IG 10' IN-GE-CTU Shade	EA	\$ 3,791.00	3%	\$ 3,677.27
QRI192	41	CU141410IG 10' IN-GE-CTU Shade	EA	\$ 4,178.00	3%	\$ 4,052.66
QRI193	41	CU151510IG 10' IN-GE-CTU Shade	EA	\$ 4,352.00	3%	\$ 4,221.44
QRI194	41	CU161610IG 10' IN-GE-CTU Shade	EA	\$ 4,504.00	3%	\$ 4,368.88
QRI195	41	CU181810IG 10' IN-GE-CTU Shade	EA	\$ 5,001.00	3%	\$ 4,850.97
QRI196	41	CU202010IG 10' IN-GE-CTU Shade	EA	\$ 5,494.00	3%	\$ 5,329.18
QRI197	41	CU080812IG 12' IN-GE-CTU Shade	EA	\$ 3,516.00	3%	\$ 3,410.52
QRI198	41	CU101012IG 12' IN-GE-CTU Shade	EA	\$ 3,669.00	3%	\$ 3,558.93
QRI199	41	CU121212IG 12' IN-GE-CTU Shade	EA	\$ 3,986.00	3%	\$ 3,866.42
QRI200	41	CU141412IG 12' IN-GE-CTU Shade	EA	\$ 4,244.00	3%	\$ 4,116.68
QRI201	41	CU151512IG 12' IN-GE-CTU Shade	EA	\$ 4,580.00	3%	\$ 4,442.60
QRI202	41	CU161612IG 12' IN-GE-CTU Shade	EA	\$ 4,588.00	3%	\$ 4,450.36
QRI203	41	CU181812IG 12' IN-GE-CTU Shade	EA	\$ 5,104.00	3%	\$ 4,950.88
QRI204	41	CU202012IG 12' IN-GE-CTU Shade	EA	\$ 5,639.00	3%	\$ 5,469.83
QRI205	41	RC201809IG 9' IN-GE-CT Shade	EA	\$ 7,001.00	3%	\$ 6,790.97
QRI206	41	RC271809IG 9' IN-GE-CT Shade	EA	\$ 7,437.00	3%	\$ 7,213.89
QRI207	41	RC201810IG 10' IN-GE-CT Shade	EA	\$ 7,438.00	3%	\$ 7,214.86
QRI208	41	RC271810IG 10' IN-GE-CT Shade	EA	\$ 7,596.00	3%	\$ 7,368.12
QRI217	41	SD101008IG 8' IN-GE-Sq-H	EA	\$ 3,356.00	3%	\$ 3,255.32
QRI218	41	SD121208IG 8' IN-GE-Sq-H	EA	\$ 3,489.00	3%	\$ 3,384.33
QRI219	41	SD141408IG 8' IN-GE-Sq-H	EA	\$ 3,622.00	3%	\$ 3,513.34
QRI220	41	SD161608IG 8' IN-GE-Sq-H	EA	\$ 4,105.00	3%	\$ 3,981.85
QRI221	41	SD181808IG 8' IN-GE-Sq-H	EA	\$ 4,504.00	3%	\$ 4,368.88
QRI222	41	SD202008IG 8' IN-GE-Sq-H	EA	\$ 4,865.00	3%	\$ 4,719.05
QRI223	41	SD222208IG 8' IN-GE-Sq-H	EA	\$ 5,012.00	3%	\$ 4,861.64
QRI224	41	SD242408IG 8' IN-GE-Sq-H	EA	\$ 6,387.00	3%	\$ 6,195.39
QRI225	41	SD262608IG 8' IN-GE-Sq-H	EA	\$ 7,028.00	3%	\$ 6,817.16
QRI226	41	SD282808IG 8' IN-GE-Sq-H	EA	\$ 7,204.00	3%	\$ 6,987.88
QRI227	41	SD303008IG 8' IN-GE-Sq-H	EA	\$ 7,833.00	3%	\$ 7,598.01
QRI228	41	SD101010IG 10' IN-GE-Sq-H	EA	\$ 3,916.00	3%	\$ 3,798.52
QRI229	41	SD121210IG 10' IN-GE-Sq-H	EA	\$ 4,052.00	3%	\$ 3,930.44
QRI230	41	SD141410IG 10' IN-GE-Sq-H	EA	\$ 4,181.00	3%	\$ 4,055.57
QRI231	41	SD161610IG 10' IN-GE-Sq-H	EA	\$ 4,667.00	3%	\$ 4,526.99
QRI232	41	SD181810IG 10' IN-GE-Sq-H	EA	\$ 5,319.00	3%	\$ 5,159.43
QRI233	41	SD202010IG 10' IN-GE-Sq-H	EA	\$ 5,680.00	3%	\$ 5,509.60
QRI234	41	SD22210IG 10' IN-GE-Sq-H	EA	\$ 5,828.00	3%	\$ 5,653.16
QRI235	41	SD242410IG 10' IN-GE-Sq-H	EA	\$ 6,869.00	3%	\$ 6,662.93
QRI236	41	SD262610IG 10' IN-GE-Sq-H	EA	\$ 7,512.00	3%	\$ 7,286.64
QRI237	41	SD282810IG 10' IN-GE-Sq-H	EA	\$ 7,689.00	3%	\$ 7,458.33
QRI238	41	SD303010IG 10' IN-GE-Sq-H	EA	\$ 8,813.00	3%	\$ 8,548.61
QRI239	41	RD101208IG 8' IN-GE-Rc-H	EA	\$ 3,442.00	3%	\$ 3,338.74

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI240	41	RD101508IG 8' IN-GE-Rc-H	EA	\$ 3,559.00	3%	\$ 3,452.23
QRI241	41	RD101808IG 8' IN-GE-Rc-H	EA	\$ 3,603.00	3%	\$ 3,494.91
QRI242	41	RD102008IG 8' IN-GE-Rc-H	EA	\$ 4,033.00	3%	\$ 3,912.01
QRI243	41	RD131508IG 8' IN-GE-Rc-H	EA	\$ 3,633.00	3%	\$ 3,524.01
QRI244	41	RD132008IG 8' IN-GE-Rc-H	EA	\$ 4,192.00	3%	\$ 4,066.24
QRI245	41	RD152208IG 8' IN-GE-Rc-H	EA	\$ 4,648.00	3%	\$ 4,508.56
QRI246	41	RD152508IG 8' IN-GE-Rc-H	EA	\$ 4,706.00	3%	\$ 4,564.82
QRI247	41	RD182008IG 8' IN-GE-Rc-H	EA	\$ 4,583.00	3%	\$ 4,445.51
QRI248	41	RD182408IG 8' IN-GE-Rc-H	EA	\$ 4,948.00	3%	\$ 4,799.56
QRI249	41	RD182808IG 8' IN-GE-Rc-H	EA	\$ 5,323.00	3%	\$ 5,163.31
QRI250	41	RD183208IG 8' IN-GE-Rc-H	EA	\$ 6,543.00	3%	\$ 6,346.71
QRI251	41	RD183608IG 8' IN-GE-Rc-H	EA	\$ 6,818.00	3%	\$ 6,613.46
QRI252	41	RD202408IG 8' IN-GE-Rc-H	EA	\$ 5,163.00	3%	\$ 5,008.11
QRI253	41	RD202608IG 8' IN-GE-Rc-H	EA	\$ 5,252.00	3%	\$ 5,094.44
QRI254	41	RD203008IG 8' IN-GE-Rc-H	EA	\$ 6,386.00	3%	\$ 6,194.42
QRI255	41	RD203408IG 8' IN-GE-Rc-H	EA	\$ 7,040.00	3%	\$ 6,828.80
QRI256	41	RD203808IG 8' IN-GE-Rc-H	EA	\$ 7,233.00	3%	\$ 7,016.01
QRI257	41	RD242608IG 8' IN-GE-Rc-H	EA	\$ 6,492.00	3%	\$ 6,297.24
QRI258	41	RD243008IG 8' IN-GE-Rc-H	EA	\$ 6,821.00	3%	\$ 6,616.37
QRI259	41	RD243408IG 8' IN-GE-Rc-H	EA	\$ 7,134.00	3%	\$ 6,919.98
QRI260	41	RD243808IG 8' IN-GE-Rc-H	EA	\$ 7,875.00	3%	\$ 7,638.75
QRI261	41	RD244008IG 8' IN-GE-Rc-H	EA	\$ 8,174.00	3%	\$ 7,928.78
QRI262	41	RD283008IG 8' IN-GE-Rc-H	EA	\$ 7,423.00	3%	\$ 7,200.31
QRI263	41	RD283408IG 8' IN-GE-Rc-H	EA	\$ 8,298.00	3%	\$ 8,049.06
QRI264	41	RD283808IG 8' IN-GE-Rc-H	EA	\$ 9,066.00	3%	\$ 8,794.02
QRI265	41	RD101210IG 10' IN-GE-Rc-H	EA	\$ 4,004.00	3%	\$ 3,883.88
QRI266	41	RD101510IG 10' IN-GE-Rc-H	EA	\$ 4,119.00	3%	\$ 3,995.43
QRI267	41	RD101810IG 10' IN-GE-Rc-H	EA	\$ 4,164.00	3%	\$ 4,039.08
QRI268	41	RD102010IG 10' IN-GE-Rc-H	EA	\$ 4,592.00	3%	\$ 4,454.24
QRI269	41	RD131510IG 10' IN-GE-Rc-H	EA	\$ 4,195.00	3%	\$ 4,069.15
QRI270	41	RD132010IG 10' IN-GE-Rc-H	EA	\$ 4,748.00	3%	\$ 4,605.56
QRI271	41	RD152210IG 10' IN-GE-Rc-H	EA	\$ 5,465.00	3%	\$ 5,301.05
QRI272	41	RD152510IG 10' IN-GE-Rc-H	EA	\$ 5,522.00	3%	\$ 5,356.34
QRI273	41	RD182010IG 10' IN-GE-Rc-H	EA	\$ 5,401.00	3%	\$ 5,238.97
QRI274	41	RD182410IG 10' IN-GE-Rc-H	EA	\$ 5,642.00	3%	\$ 5,472.74
QRI275	41	RD182810IG 10' IN-GE-Rc-H	EA	\$ 6,141.00	3%	\$ 5,956.77
QRI276	41	RD183210IG 10' IN-GE-Rc-H	EA	\$ 7,028.00	3%	\$ 6,817.16
QRI277	41	RD183610IG 10' IN-GE-Rc-H	EA	\$ 7,632.00	3%	\$ 7,403.04
QRI278	41	RD202410IG 10' IN-GE-Rc-H	EA	\$ 5,877.00	3%	\$ 5,700.69
QRI279	41	RD202610IG 10' IN-GE-Rc-H	EA	\$ 5,968.00	3%	\$ 5,788.96
QRI280	41	RD203010IG 10' IN-GE-Rc-H	EA	\$ 6,940.00	3%	\$ 6,731.80
QRI281	41	RD203410IG 10' IN-GE-Rc-H	EA	\$ 7,522.00	3%	\$ 7,296.34
QRI282	41	RD203810IG 10' IN-GE-Rc-H	EA	\$ 8,033.00	3%	\$ 7,792.01
QRI283	41	RD242610IG 10' IN-GE-Rc-H	EA	\$ 7,036.00	3%	\$ 6,824.92

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI284	41	RD243010IG 10' IN-GE-Rc-H	EA	\$ 7,304.00	3%	\$ 7,084.88
QRI285	41	RD243410IG 10' IN-GE-Rc-H	EA	\$ 8,118.00	3%	\$ 7,874.46
QRI286	41	RD243810IG 10' IN-GE-Rc-H	EA	\$ 8,854.00	3%	\$ 8,588.38
QRI287	41	RD244010IG 10' IN-GE-Rc-H	EA	\$ 9,828.00	3%	\$ 9,533.16
QRI288	41	RD283010IG 10' IN-GE-Rc-H	EA	\$ 8,405.00	3%	\$ 8,152.85
QRI289	41	RD283410IG 10' IN-GE-Rc-H	EA	\$ 9,279.00	3%	\$ 9,000.63
QRI290	41	RD283810IG 10' IN-GE-Rc-H	EA	\$ 9,889.00	3%	\$ 9,592.33
QRI291	41	SU101008IG 8' IN-GE-SU-H	EA	\$ 3,051.00	3%	\$ 2,959.47
QRI292	41	SU121208IG 8' IN-GE-SU-H	EA	\$ 3,301.00	3%	\$ 3,201.97
QRI293	41	SU141408IG 8' IN-GE-SU-H	EA	\$ 3,833.00	3%	\$ 3,718.01
QRI294	41	SU161608IG 8' IN-GE-SU-H	EA	\$ 4,373.00	3%	\$ 4,241.81
QRI295	41	SU181808IG 8' IN-GE-SU-H	EA	\$ 5,059.00	3%	\$ 4,907.23
QRI296	41	SU202008IG 8' IN-GE-SU-H	EA	\$ 5,533.00	3%	\$ 5,367.01
QRI297	41	SU222208IG 8' IN-GE-SU-H	EA	\$ 7,003.00	3%	\$ 6,792.91
QRI298	41	SU242408IG 8' IN-GE-SU-H	EA	\$ 8,164.00	3%	\$ 7,919.08
QRI299	41	SU101010IG 10' IN-GE-SU-H	EA	\$ 3,191.00	3%	\$ 3,095.27
QRI300	41	SU121210IG 10' IN-GE-SU-H	EA	\$ 3,454.00	3%	\$ 3,350.38
QRI301	41	SU141410IG 10' IN-GE-SU-H	EA	\$ 3,897.00	3%	\$ 3,780.09
QRI302	41	SU161610IG 10' IN-GE-SU-H	EA	\$ 4,458.00	3%	\$ 4,324.26
QRI303	41	SU181810IG 10' IN-GE-SU-H	EA	\$ 5,139.00	3%	\$ 4,984.83
QRI304	41	SU202010IG 10' IN-GE-SU-H	EA	\$ 5,556.00	3%	\$ 5,389.32
QRI305	41	SU222210IG 10' IN-GE-SU-H	EA	\$ 7,123.00	3%	\$ 6,909.31
QRI306	41	SU242410IG 10' IN-GE-SU-H	EA	\$ 8,837.00	3%	\$ 8,571.89
QRI307	41	HD202008IG 8' IN-GE-Hx-H	EA	\$ 6,170.00	3%	\$ 5,984.90
QRI308	41	HD242408IG 8' IN-GE-Hx-H	EA	\$ 7,787.00	3%	\$ 7,553.39
QRI309	41	HD262608IG 8' IN-GE-Hx-H	EA	\$ 8,083.00	3%	\$ 7,840.51
QRI310	41	HD282808IG 8' IN-GE-Hx-H	EA	\$ 9,019.00	3%	\$ 8,748.43
QRI311	41	HD303008IG 8' IN-GE-Hx-H	EA	\$ 9,563.00	3%	\$ 9,276.11
QRI312	41	HD343408IG 8' IN-GE-Hx-H	EA	\$ 10,288.00	3%	\$ 9,979.36
QRI313	41	HD383808IG 8' IN-GE-Hx-H	EA	\$ 12,337.00	3%	\$ 11,966.89
QRI314	41	HD404008IG 8' IN-GE-Hx-H	EA	\$ 13,152.00	3%	\$ 12,757.44
QRI315	41	HD202010IG 10' IN-GE-Hx-H	EA	\$ 7,043.00	3%	\$ 6,831.71
QRI316	41	HD242410IG 10' IN-GE-Hx-H	EA	\$ 9,014.00	3%	\$ 8,743.58
QRI317	41	HD262610IG 10' IN-GE-Hx-H	EA	\$ 9,304.00	3%	\$ 9,024.88
QRI318	41	HD282810IG 10' IN-GE-Hx-H	EA	\$ 9,640.00	3%	\$ 9,350.80
QRI319	41	HD303010IG 10' IN-GE-Hx-H	EA	\$ 10,182.00	3%	\$ 9,876.54
QRI320	41	HD343410IG 10' IN-GE-Hx-H	EA	\$ 11,872.00	3%	\$ 11,515.84
QRI321	41	HD383810IG 10' IN-GE-Hx-H	EA	\$ 12,986.00	3%	\$ 12,596.42
QRI322	41	HD404010IG 10' IN-GE-Hx-H	EA	\$ 13,801.00	3%	\$ 13,386.97
QRI323	41	HU101008IG 8' IN-GE-H1UH	EA	\$ 3,643.00	3%	\$ 3,533.71
QRI324	41	HU121208IG 8' IN-GE-H1UH	EA	\$ 3,726.00	3%	\$ 3,614.22
QRI325	41	HU141408IG 8' IN-GE-H1UH	EA	\$ 5,088.00	3%	\$ 4,935.36
QRI326	41	HU161608IG 8' IN-GE-H1UH	EA	\$ 5,312.00	3%	\$ 5,152.64
QRI327	41	HU181808IG 8' IN-GE-H1UH	EA	\$ 5,650.00	3%	\$ 5,480.50

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI328	41	HU202008IG 8' IN-GE-H1UH	EA	\$ 6,287.00	3%	\$ 6,098.39
QRI329	41	HU222208IG 8' IN-GE-H1UH	EA	\$ 6,638.00	3%	\$ 6,438.86
QRI330	41	HU242408IG 8' IN-GE-H1UH	EA	\$ 7,995.00	3%	\$ 7,755.15
QRI331	41	HU252508IG 8' IN-GE-H1UH	EA	\$ 8,751.00	3%	\$ 8,488.47
QRI332	41	HU272708IG 8' IN-GE-H1UH	EA	\$ 9,818.00	3%	\$ 9,523.46
QRI333	41	HU101010IG 10' IN-GE-H1UH	EA	\$ 3,760.00	3%	\$ 3,647.20
QRI334	41	HU121210IG 10' IN-GE-H1UH	EA	\$ 3,768.00	3%	\$ 3,654.96
QRI335	41	HU141410IG 10' IN-GE-H1UH	EA	\$ 5,136.00	3%	\$ 4,981.92
QRI336	41	HU161610IG 10' IN-GE-H1UH	EA	\$ 5,329.00	3%	\$ 5,169.13
QRI337	41	HU181810IG 10' IN-GE-H1UH	EA	\$ 5,859.00	3%	\$ 5,683.23
QRI338	41	HU202010IG 10' IN-GE-H1UH	EA	\$ 6,452.00	3%	\$ 6,258.44
QRI339	41	HU222210IG 10' IN-GE-H1UH	EA	\$ 7,104.00	3%	\$ 6,890.88
QRI340	41	HU242410IG 10' IN-GE-H1UH	EA	\$ 8,121.00	3%	\$ 7,877.37
QRI341	41	HU252510IG 10' IN-GE-H1UH	EA	\$ 9,379.00	3%	\$ 9,097.63
QRI342	41	HU272710IG 10' IN-GE-H1UH	EA	\$ 11,413.00	3%	\$ 11,070.61
QRI343	41	RU161208IG 8' IN-GE-R2UH	EA	\$ 4,385.00	3%	\$ 4,253.45
QRI344	41	RU181208IG 8' IN-GE-R2UH	EA	\$ 4,531.00	3%	\$ 4,395.07
QRI345	41	RU201008IG 8' IN-GE-R2UH	EA	\$ 4,567.00	3%	\$ 4,429.99
QRI346	41	RU201208IG 8' IN-GE-R2UH	EA	\$ 4,580.00	3%	\$ 4,442.60
QRI347	41	RU201408IG 8' IN-GE-R2UH	EA	\$ 4,788.00	3%	\$ 4,644.36
QRI348	41	RU241408IG 8' IN-GE-R2UH	EA	\$ 5,168.00	3%	\$ 5,012.96
QRI349	41	CU080808IG 8' IN-GE-CTUH	EA	\$ 3,586.00	3%	\$ 3,478.42
QRI350	41	CU101008IG 8' IN-GE-CTUH	EA	\$ 3,774.00	3%	\$ 3,660.78
QRI351	41	CU121208IG 8' IN-GE-CTUH	EA	\$ 4,389.00	3%	\$ 4,257.33
QRI352	41	CU141408IG 8' IN-GE-CTUH	EA	\$ 5,114.00	3%	\$ 4,960.58
QRI353	41	CU151508IG 8' IN-GE-CTUH	EA	\$ 5,209.00	3%	\$ 5,052.73
QRI354	41	CU161608IG 8' IN-GE-CTUH	EA	\$ 5,666.00	3%	\$ 5,496.02
QRI355	41	CU181808IG 8' IN-GE-CTUH	EA	\$ 5,990.00	3%	\$ 5,810.30
QRI356	41	CU202008IG 8' IN-GE-CTUH	EA	\$ 7,024.00	3%	\$ 6,813.28
QRI357	41	CU080810IG 10' IN-GE-CTUH	EA	\$ 3,615.00	3%	\$ 3,506.55
QRI358	41	CU101010IG 10' IN-GE-CTUH	EA	\$ 3,883.00	3%	\$ 3,766.51
QRI359	41	CU121210IG 10' IN-GE-CTUH	EA	\$ 4,565.00	3%	\$ 4,428.05
QRI360	41	CU141410IG 10' IN-GE-CTUH	EA	\$ 5,238.00	3%	\$ 5,080.86
QRI361	41	CU151510IG 10' IN-GE-CTUH	EA	\$ 5,319.00	3%	\$ 5,159.43
QRI362	41	CU161610IG 10' IN-GE-CTUH	EA	\$ 5,777.00	3%	\$ 5,603.69
QRI363	41	CU181810IG 10' IN-GE-CTUH	EA	\$ 6,309.00	3%	\$ 6,119.73
QRI364	41	CU202010IG 10' IN-GE-CTUH	EA	\$ 7,183.00	3%	\$ 6,967.51
QRI365	41	RC201809IG 9' IN-GE-CT-H	EA	\$ 7,486.00	3%	\$ 7,261.42
QRI366	41	RC271809IG 9' IN-GE-CT-H	EA	\$ 8,758.00	3%	\$ 8,495.26
QRI367	41	RC201810IG 10' IN-GE-CT-H	EA	\$ 7,954.00	3%	\$ 7,715.38
QRI368	41	RC271810IG 10' IN-GE-CT-H	EA	\$ 8,925.00	3%	\$ 8,657.25
QRI369	41	RU161210IG 10' IN-GE-R2UH	EA	\$ 4,454.00	3%	\$ 4,320.38
QRI370	41	RU181210IG 10' IN-GE-R2UH	EA	\$ 4,652.00	3%	\$ 4,512.44
QRI371	41	RU201010IG 10' IN-GE-R2UH	EA	\$ 4,701.00	3%	\$ 4,559.97

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRI372	41	RU201210IG 10' IN-GE-R2UH	EA	\$ 5,011.00	3%	\$ 4,860.67
QRI373	41	RU201410IG 10' IN-GE-R2UH	EA	\$ 5,114.00	3%	\$ 4,960.58
QRI374	41	RU241410IG 10' IN-GE-R2UH	EA	\$ 6,103.00	3%	\$ 5,919.91
QRI383	41	RD253014IG 14' IN-GE-Rc-H	EA	\$ 9,018.00	3%	\$ 8,747.46
QRI384	41	RD303514IG 14' IN-GE-Rc-H	EA	\$ 12,113.00	3%	\$ 11,749.61
QRI385	41	SD303014IG 14' IN-GE-Sq-H	EA	\$ 10,324.00	3%	\$ 10,014.28
QRI386	41	RD253014IG 14' IN-GE-Rec	EA	\$ 9,018.00	3%	\$ 8,747.46
QRI387	41	RD303514IG 14' IN-GE-Rec	EA	\$ 12,113.00	3%	\$ 11,749.61
QRI388	41	SD303014IG 14' IN-GE-Sq	EA	\$ 10,324.00	3%	\$ 10,014.28
QRI389	41	SQ101008IG Quad Sail	EA	\$ 4,486.00	3%	\$ 4,351.42
QRI390	41	SQ202008IG Quad Sail	EA	\$ 9,084.00	3%	\$ 8,811.48
QRI391	41	SQ303008IG Quad Sail	EA	\$ 15,368.00	3%	\$ 14,906.96
QRI394	41	HC201008IG Hanging Cantilever	EA	\$ 3,541.00	3%	\$ 3,434.77
QRI395	41	HC201208IG Hanging Cantilever	EA	\$ 4,040.00	3%	\$ 3,918.80
QRI396	41	HC241408IG Hanging Cantilever	EA	\$ 4,920.00	3%	\$ 4,772.40
QRI400	41	HS202008IG-H-Sand Dollar Sail	EA	\$ 11,636.00	3%	\$ 11,286.92
QRI401	41	HS363608IG-H-Sand Dollar Sail	EA	\$ 18,362.00	3%	\$ 17,811.14
QRI402	41	HC201008IG-H-Hanging Cantilever	EA	\$ 4,858.00	3%	\$ 4,712.26
QRI403	41	HC201208IG-H-Hanging Cantilever	EA	\$ 5,414.00	3%	\$ 5,251.58
QRI404	41	HC241408IG-H-Hanging Cantilever	EA	\$ 6,719.00	3%	\$ 6,517.43
QRI405	41	RD152212IG-105	EA	\$ 6,171.00	3%	\$ 5,985.87
QRI406	41	RD152512IG-105	EA	\$ 6,231.00	3%	\$ 6,044.07
QRI407	41	RD182012IG-105	EA	\$ 6,101.00	3%	\$ 5,917.97
QRI408	41	RD182412IG-105	EA	\$ 6,361.00	3%	\$ 6,170.17
QRI409	41	RD182812IG-105	EA	\$ 6,897.00	3%	\$ 6,690.09
QRI410	41	RD183212IG-105	EA	\$ 8,626.00	3%	\$ 8,367.22
QRI411	41	RD183612IG-105	EA	\$ 8,921.00	3%	\$ 8,653.37
QRI412	41	RD202412IG-105	EA	\$ 6,627.00	3%	\$ 6,428.19
QRI413	41	RD202612IG-105	EA	\$ 6,713.00	3%	\$ 6,511.61
QRI414	41	RD203012IG-105	EA	\$ 8,457.00	3%	\$ 8,203.29
QRI415	41	RD203412IG-105	EA	\$ 9,158.00	3%	\$ 8,883.26
QRI416	41	RD203812IG-105	EA	\$ 9,370.00	3%	\$ 9,088.90
QRI417	41	RD242612IG-105	EA	\$ 8,569.00	3%	\$ 8,311.93
QRI418	41	RD243012IG-105	EA	\$ 8,925.00	3%	\$ 8,657.25
QRI419	41	RD243412IG-105	EA	\$ 10,649.00	3%	\$ 10,329.53
QRI420	41	RD243812IG-105	EA	\$ 11,440.00	3%	\$ 11,096.80
QRI421	41	RD244012IG-105	EA	\$ 11,416.00	3%	\$ 11,073.52
QRI422	41	RD283012IG-105	EA	\$ 10,960.00	3%	\$ 10,631.20
QRI423	41	RD283412IG-105	EA	\$ 11,357.00	3%	\$ 11,016.29
QRI424	41	RD283812IG-105	EA	\$ 11,589.00	3%	\$ 11,241.33
QRI425	41	SD161612IG-105	EA	\$ 5,237.00	3%	\$ 5,079.89
QRI426	41	SD181812IG-105	EA	\$ 6,015.00	3%	\$ 5,834.55
QRI427	41	SD202012IG-105	EA	\$ 6,402.00	3%	\$ 6,209.94
QRI428	41	SD222212IG-105	EA	\$ 6,561.00	3%	\$ 6,364.17

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRI429	41	SD242412IG-105	EA	\$ 8,458.00	3%	\$ 8,204.26
QRI430	41	SD262612IG-105	EA	\$ 9,146.00	3%	\$ 8,871.62
QRI431	41	SD282812IG-105	EA	\$ 9,334.00	3%	\$ 9,053.98
QRI432	41	SD303012IG-105	EA	\$ 11,395.00	3%	\$ 11,053.15
QRM001	41	SD101008SG 8' SM-GE-Sq Shade	EA	\$ 3,601.00	3%	\$ 3,492.97
QRM002	41	SD121208SG 8' SM-GE-Sq Shade	EA	\$ 3,728.00	3%	\$ 3,616.16
QRM003	41	SD141408SG 8' SM-GE-Sq Shade	EA	\$ 3,857.00	3%	\$ 3,741.29
QRM004	41	SD161608SG 8' SM-GE-Sq Shade	EA	\$ 4,323.00	3%	\$ 4,193.31
QRM005	41	SD181808SG 8' SM-GE-Sq Shade	EA	\$ 4,541.00	3%	\$ 4,404.77
QRM006	41	SD202008SG 8' SM-GE-Sq Shade	EA	\$ 4,886.00	3%	\$ 4,739.42
QRM007	41	SD222208SG 8' SM-GE-Sq Shade	EA	\$ 5,032.00	3%	\$ 4,881.04
QRM008	41	SD242408SG 8' SM-GE-Sq Shade	EA	\$ 6,356.00	3%	\$ 6,165.32
QRM009	41	SD262608SG 8' SM-GE-Sq Shade	EA	\$ 6,972.00	3%	\$ 6,762.84
QRM010	41	SD282808SG 8' SM-GE-Sq Shade	EA	\$ 7,142.00	3%	\$ 6,927.74
QRM011	41	SD303008SG 8' SM-GE-Sq Shade	EA	\$ 7,718.00	3%	\$ 7,486.46
QRM012	41	SD101010SG 10' SM-GE-Sq Shade	EA	\$ 3,976.00	3%	\$ 3,856.72
QRM013	41	SD121210SG 10' SM-GE-Sq Shade	EA	\$ 4,106.00	3%	\$ 3,982.82
QRM014	41	SD141410SG 10' SM-GE-Sq Shade	EA	\$ 4,233.00	3%	\$ 4,106.01
QRM015	41	SD161610SG 10' SM-GE-Sq Shade	EA	\$ 4,699.00	3%	\$ 4,558.03
QRM016	41	SD181810SG 10' SM-GE-Sq Shade	EA	\$ 5,327.00	3%	\$ 5,167.19
QRM017	41	SD202010SG 10' SM-GE-Sq Shade	EA	\$ 5,672.00	3%	\$ 5,501.84
QRM018	41	SD22210SG 10' SM-GE-Sq Shade	EA	\$ 5,815.00	3%	\$ 5,640.55
QRM019	41	SD242410SG 10' SM-GE-Sq Shade	EA	\$ 6,793.00	3%	\$ 6,589.21
QRM020	41	SD262610SG 10' SM-GE-Sq Shade	EA	\$ 7,409.00	3%	\$ 7,186.73
QRM021	41	SD282810SG 10' SM-GE-Sq Shade	EA	\$ 7,581.00	3%	\$ 7,353.57
QRM022	41	SD303010SG 10' SM-GE-Sq Shade	EA	\$ 8,906.00	3%	\$ 8,638.82
QRM023	41	SD161612SG 12' SM-GE-Sq Shade	EA	\$ 4,904.00	3%	\$ 4,756.88
QRM024	41	SD181812SG 12' SM-GE-Sq Shade	EA	\$ 5,600.00	3%	\$ 5,432.00
QRM025	41	SD202012SG 12' SM-GE-Sq Shade	EA	\$ 5,945.00	3%	\$ 5,766.65
QRM026	41	SD222212SG 12' SM-GE-Sq Shade	EA	\$ 6,090.00	3%	\$ 5,907.30
QRM027	41	SD242412SG 12' SM-GE-Sq Shade	EA	\$ 8,002.00	3%	\$ 7,761.94
QRM028	41	SD262612SG 12' SM-GE-Sq Shade	EA	\$ 8,620.00	3%	\$ 8,361.40
QRM029	41	SD282812SG 12' SM-GE-Sq Shade	EA	\$ 8,791.00	3%	\$ 8,527.27
QRM030	41	SD303012SG 12' SM-GE-Sq Shade	EA	\$ 11,287.00	3%	\$ 10,948.39
QRM031	41	RD101208SG 8' SM-GE-Rec Shade	EA	\$ 3,683.00	3%	\$ 3,572.51
QRM032	41	RD101508SG 8' SM-GE-Rec Shade	EA	\$ 3,795.00	3%	\$ 3,681.15
QRM033	41	RD101808SG 8' SM-GE-Rec Shade	EA	\$ 3,839.00	3%	\$ 3,723.83
QRM034	41	RD102008SG 8' SM-GE-Rec Shade	EA	\$ 4,253.00	3%	\$ 4,125.41
QRM035	41	RD131508SG 8' SM-GE-Rec Shade	EA	\$ 3,867.00	3%	\$ 3,750.99
QRM036	41	RD132008SG 8' SM-GE-Rec Shade	EA	\$ 4,401.00	3%	\$ 4,268.97
QRM037	41	RD152208SG 8' SM-GE-Rec Shade	EA	\$ 4,681.00	3%	\$ 4,540.57
QRM038	41	RD152508SG 8' SM-GE-Rec Shade	EA	\$ 4,736.00	3%	\$ 4,593.92
QRM039	41	RD182008SG 8' SM-GE-Rec Shade	EA	\$ 4,618.00	3%	\$ 4,479.46
QRM040	41	RD182408SG 8' SM-GE-Rec Shade	EA	\$ 4,853.00	3%	\$ 4,707.41

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRM041	41	RD182808SG 8' SM-GE-Rec Shade	EA	\$ 5,330.00	3%	\$ 5,170.10
QRM042	41	RD183208SG 8' SM-GE-Rec Shade	EA	\$ 6,505.00	3%	\$ 6,309.85
QRM043	41	RD183608SG 8' SM-GE-Rec Shade	EA	\$ 6,770.00	3%	\$ 6,566.90
QRM044	41	RD202408SG 8' SM-GE-Rec Shade	EA	\$ 5,078.00	3%	\$ 4,925.66
QRM045	41	RD202608SG 8' SM-GE-Rec Shade	EA	\$ 5,165.00	3%	\$ 5,010.05
QRM046	41	RD203008SG 8' SM-GE-Rec Shade	EA	\$ 6,354.00	3%	\$ 6,163.38
QRM047	41	RD203408SG 8' SM-GE-Rec Shade	EA	\$ 6,985.00	3%	\$ 6,775.45
QRM048	41	RD203808SG 8' SM-GE-Rec Shade	EA	\$ 7,171.00	3%	\$ 6,955.87
QRM049	41	RD242608SG 8' SM-GE-Rec Shade	EA	\$ 6,453.00	3%	\$ 6,259.41
QRM050	41	RD243008SG 8' SM-GE-Rec Shade	EA	\$ 6,771.00	3%	\$ 6,567.87
QRM051	41	RD243408SG 8' SM-GE-Rec Shade	EA	\$ 7,049.00	3%	\$ 6,837.53
QRM052	41	RD243808SG 8' SM-GE-Rec Shade	EA	\$ 7,758.00	3%	\$ 7,525.26
QRM053	41	RD244008SG 8' SM-GE-Rec Shade	EA	\$ 7,863.00	3%	\$ 7,627.11
QRM054	41	RD283008SG 8' SM-GE-Rec Shade	EA	\$ 7,326.00	3%	\$ 7,106.22
QRM055	41	RD283408SG 8' SM-GE-Rec Shade	EA	\$ 8,153.00	3%	\$ 7,908.41
QRM056	41	RD283808SG 8' SM-GE-Rec Shade	EA	\$ 9,137.00	3%	\$ 8,862.89
QRM057	41	RD101210SG 10' SM-GE-Rec Shade	EA	\$ 4,060.00	3%	\$ 3,938.20
QRM058	41	RD101510SG 10' SM-GE-Rec Shade	EA	\$ 4,171.00	3%	\$ 4,045.87
QRM059	41	RD101810SG 10' SM-GE-Rec Shade	EA	\$ 4,215.00	3%	\$ 4,088.55
QRM060	41	RD102010SG 10' SM-GE-Rec Shade	EA	\$ 4,629.00	3%	\$ 4,490.13
QRM061	41	RD131510SG 10' SM-GE-Rec Shade	EA	\$ 4,244.00	3%	\$ 4,116.68
QRM062	41	RD132010SG 10' SM-GE-Rec Shade	EA	\$ 4,780.00	3%	\$ 4,636.60
QRM063	41	RD152210SG 10' SM-GE-Rec Shade	EA	\$ 5,466.00	3%	\$ 5,302.02
QRM064	41	RD152510SG 10' SM-GE-Rec Shade	EA	\$ 5,522.00	3%	\$ 5,356.34
QRM065	41	RD182010SG 10' SM-GE-Rec Shade	EA	\$ 5,404.00	3%	\$ 5,241.88
QRM066	41	RD182410SG 10' SM-GE-Rec Shade	EA	\$ 5,637.00	3%	\$ 5,467.89
QRM067	41	RD182810SG 10' SM-GE-Rec Shade	EA	\$ 6,117.00	3%	\$ 5,933.49
QRM068	41	RD183210SG 10' SM-GE-Rec Shade	EA	\$ 6,943.00	3%	\$ 6,734.71
QRM069	41	RD183610SG 10' SM-GE-Rec Shade	EA	\$ 7,207.00	3%	\$ 6,990.79
QRM070	41	RD202410SG 10' SM-GE-Rec Shade	EA	\$ 5,865.00	3%	\$ 5,689.05
QRM071	41	RD202610SG 10' SM-GE-Rec Shade	EA	\$ 5,951.00	3%	\$ 5,772.47
QRM072	41	RD203010SG 10' SM-GE-Rec Shade	EA	\$ 6,791.00	3%	\$ 6,587.27
QRM073	41	RD203410SG 10' SM-GE-Rec Shade	EA	\$ 7,421.00	3%	\$ 7,198.37
QRM074	41	RD203810SG 10' SM-GE-Rec Shade	EA	\$ 7,612.00	3%	\$ 7,383.64
QRM075	41	RD242610SG 10' SM-GE-Rec Shade	EA	\$ 6,892.00	3%	\$ 6,685.24
QRM076	41	RD243010SG 10' SM-GE-Rec Shade	EA	\$ 7,210.00	3%	\$ 6,993.70
QRM077	41	RD243410SG 10' SM-GE-Rec Shade	EA	\$ 8,239.00	3%	\$ 7,991.83
QRM078	41	RD243810SG 10' SM-GE-Rec Shade	EA	\$ 8,946.00	3%	\$ 8,677.62
QRM079	41	RD244010SG 10' SM-GE-Rec Shade	EA	\$ 8,945.00	3%	\$ 8,676.65
QRM080	41	RD283010SG 10' SM-GE-Rec Shade	EA	\$ 8,514.00	3%	\$ 8,258.58
QRM081	41	RD283410SG 10' SM-GE-Rec Shade	EA	\$ 9,343.00	3%	\$ 9,062.71
QRM082	41	RD283810SG 10' SM-GE-Rec Shade	EA	\$ 9,553.00	3%	\$ 9,266.41
QRM083	41	RD101212SG 12' SM-GE-Rec Shade	EA	\$ 4,264.00	3%	\$ 4,136.08
QRM084	41	RD101512SG 12' SM-GE-Rec Shade	EA	\$ 4,376.00	3%	\$ 4,244.72

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRM085	41	RD101812SG 12' SM-GE-Rec Shade	EA	\$ 4,420.00	3%	\$ 4,287.40
QRM086	41	RD102012SG 12' SM-GE-Rec Shade	EA	\$ 4,832.00	3%	\$ 4,687.04
QRM087	41	RD131512SG 12' SM-GE-Rec Shade	EA	\$ 4,450.00	3%	\$ 4,316.50
QRM088	41	RD132012SG 12' SM-GE-Rec Shade	EA	\$ 4,983.00	3%	\$ 4,833.51
QRM089	41	RD152212SG 12' SM-GE-Rec Shade	EA	\$ 5,740.00	3%	\$ 5,567.80
QRM090	41	RD152512SG 12' SM-GE-Rec Shade	EA	\$ 5,795.00	3%	\$ 5,621.15
QRM091	41	RD182012SG 12' SM-GE-Rec Shade	EA	\$ 5,678.00	3%	\$ 5,507.66
QRM092	41	RD182412SG 12' SM-GE-Rec Shade	EA	\$ 5,911.00	3%	\$ 5,733.67
QRM093	41	RD182812SG 12' SM-GE-Rec Shade	EA	\$ 6,390.00	3%	\$ 6,198.30
QRM094	41	RD183212SG 12' SM-GE-Rec Shade	EA	\$ 8,156.00	3%	\$ 7,911.32
QRM095	41	RD183612SG 12' SM-GE-Rec Shade	EA	\$ 8,419.00	3%	\$ 8,166.43
QRM096	41	RD202412SG 12' SM-GE-Rec Shade	EA	\$ 6,148.00	3%	\$ 5,963.56
QRM097	41	RD202612SG 12' SM-GE-Rec Shade	EA	\$ 6,226.00	3%	\$ 6,039.22
QRM098	41	RD203012SG 12' SM-GE-Rec Shade	EA	\$ 8,000.00	3%	\$ 7,760.00
QRM099	41	RD203412SG 12' SM-GE-Rec Shade	EA	\$ 8,633.00	3%	\$ 8,374.01
QRM100	41	RD203812SG 12' SM-GE-Rec Shade	EA	\$ 8,820.00	3%	\$ 8,555.40
QRM101	41	RD242612SG 12' SM-GE-Rec Shade	EA	\$ 8,105.00	3%	\$ 7,861.85
QRM102	41	RD243012SG 12' SM-GE-Rec Shade	EA	\$ 8,422.00	3%	\$ 8,169.34
QRM103	41	RD243412SG 12' SM-GE-Rec Shade	EA	\$ 10,618.00	3%	\$ 10,299.46
QRM104	41	RD243812SG 12' SM-GE-Rec Shade	EA	\$ 11,326.00	3%	\$ 10,986.22
QRM105	41	RD244012SG 12' SM-GE-Rec Shade	EA	\$ 11,306.00	3%	\$ 10,966.82
QRM106	41	RD283012SG 12' SM-GE-Rec Shade	EA	\$ 10,896.00	3%	\$ 10,569.12
QRM107	41	RD283412SG 12' SM-GE-Rec Shade	EA	\$ 11,721.00	3%	\$ 11,369.37
QRM108	41	RD283812SG 12' SM-GE-Rec Shade	EA	\$ 11,934.00	3%	\$ 11,575.98
QRM109	41	SU101008SG 8' SM-GE-SU Shade	EA	\$ 2,991.00	3%	\$ 2,901.27
QRM110	41	SU121208SG 8' SM-GE-SU Shade	EA	\$ 3,233.00	3%	\$ 3,136.01
QRM111	41	SU141408SG 8' SM-GE-SU Shade	EA	\$ 3,623.00	3%	\$ 3,514.31
QRM112	41	SU161608SG 8' SM-GE-SU Shade	EA	\$ 4,257.00	3%	\$ 4,129.29
QRM113	41	SU181808SG 8' SM-GE-SU Shade	EA	\$ 4,575.00	3%	\$ 4,437.75
QRM114	41	SU202008SG 8' SM-GE-SU Shade	EA	\$ 5,375.00	3%	\$ 5,213.75
QRM115	41	SU222208SG 8' SM-GE-SU Shade	EA	\$ 6,754.00	3%	\$ 6,551.38
QRM116	41	SU242408SG 8' SM-GE-SU Shade	EA	\$ 8,129.00	3%	\$ 7,885.13
QRM117	41	SU101010SG 10' SM-GE-SU Shade	EA	\$ 3,126.00	3%	\$ 3,032.22
QRM118	41	SU121210SG 10' SM-GE-SU Shade	EA	\$ 3,258.00	3%	\$ 3,160.26
QRM119	41	SU141410SG 10' SM-GE-SU Shade	EA	\$ 3,681.00	3%	\$ 3,570.57
QRM120	41	SU161610SG 10' SM-GE-SU Shade	EA	\$ 4,337.00	3%	\$ 4,206.89
QRM121	41	SU181810SG 10' SM-GE-SU Shade	EA	\$ 4,656.00	3%	\$ 4,516.32
QRM122	41	SU202010SG 10' SM-GE-SU Shade	EA	\$ 5,455.00	3%	\$ 5,291.35
QRM123	41	SU222210SG 10' SM-GE-SU Shade	EA	\$ 6,907.00	3%	\$ 6,699.79
QRM124	41	SU242410SG 10' SM-GE-SU Shade	EA	\$ 8,254.00	3%	\$ 8,006.38
QRM125	41	HD202008SG 8' SM-GE-Hex Shade	EA	\$ 6,494.00	3%	\$ 6,299.18
QRM126	41	HD242408SG 8' SM-GE-Hex Shade	EA	\$ 7,807.00	3%	\$ 7,572.79
QRM127	41	HD262608SG 8' SM-GE-Hex Shade	EA	\$ 8,091.00	3%	\$ 7,848.27
QRM128	41	HD282808SG 8' SM-GE-Hex Shade	EA	\$ 8,992.00	3%	\$ 8,722.24

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRM129	41	HD303008SG 8' SM-GE-Hex Shade	EA	\$ 9,513.00	3%	\$ 9,227.61
QRM130	41	HD343408SG 8' SM-GE-Hex Shade	EA	\$ 10,212.00	3%	\$ 9,905.64
QRM131	41	HD383808SG 8' SM-GE-Hex Shade	EA	\$ 12,186.00	3%	\$ 11,820.42
QRM132	41	HD404008SG 8' SM-GE-Hex Shade	EA	\$ 12,928.00	3%	\$ 12,540.16
QRM133	41	HD202010SG 10' SM-GE-Hex Shade	EA	\$ 7,088.00	3%	\$ 6,875.36
QRM134	41	HD242410SG 10' SM-GE-Hex Shade	EA	\$ 8,985.00	3%	\$ 8,715.45
QRM135	41	HD262610SG 10' SM-GE-Hex Shade	EA	\$ 9,268.00	3%	\$ 8,989.96
QRM136	41	HD282810SG 10' SM-GE-Hex Shade	EA	\$ 9,589.00	3%	\$ 9,301.33
QRM137	41	HD303010SG 10' SM-GE-Hex Shade	EA	\$ 10,111.00	3%	\$ 9,807.67
QRM138	41	HD343410SG 10' SM-GE-Hex Shade	EA	\$ 11,694.00	3%	\$ 11,343.18
QRM139	41	HD383810SG 10' SM-GE-Hex Shade	EA	\$ 12,770.00	3%	\$ 12,386.90
QRM140	41	HD404010SG 10' SM-GE-Hex Shade	EA	\$ 13,919.00	3%	\$ 13,501.43
QRM141	41	HD202012SG 12' SM-GE-Hex Shade	EA	\$ 7,394.00	3%	\$ 7,172.18
QRM142	41	HD242412SG 12' SM-GE-Hex Shade	EA	\$ 9,393.00	3%	\$ 9,111.21
QRM143	41	HD262612SG 12' SM-GE-Hex Shade	EA	\$ 9,679.00	3%	\$ 9,388.63
QRM144	41	HD282812SG 12' SM-GE-Hex Shade	EA	\$ 11,149.00	3%	\$ 10,814.53
QRM145	41	HD303012SG 12' SM-GE-Hex Shade	EA	\$ 11,673.00	3%	\$ 11,322.81
QRM146	41	HD343412SG 12' SM-GE-Hex Shade	EA	\$ 14,662.00	3%	\$ 14,222.14
QRM147	41	HD383812SG 12' SM-GE-Hex Shade	EA	\$ 15,742.00	3%	\$ 15,269.74
QRM148	41	HD404012SG 12' SM-GE-Hex Shade	EA	\$ 17,503.00	3%	\$ 16,977.91
QRM149	41	HU101008SG 8' SM-GE-H1U Shade	EA	\$ 3,271.00	3%	\$ 3,172.87
QRM150	41	HU121208SG 8' SM-GE-H1U Shade	EA	\$ 3,533.00	3%	\$ 3,427.01
QRM151	41	HU141408SG 8' SM-GE-H1U Shade	EA	\$ 3,687.00	3%	\$ 3,576.39
QRM152	41	HU161608SG 8' SM-GE-H1U Shade	EA	\$ 3,896.00	3%	\$ 3,779.12
QRM153	41	HU181808SG 8' SM-GE-H1U Shade	EA	\$ 4,737.00	3%	\$ 4,594.89
QRM154	41	HU202008SG 8' SM-GE-H1U Shade	EA	\$ 5,916.00	3%	\$ 5,738.52
QRM155	41	HU222208SG 8' SM-GE-H1U Shade	EA	\$ 6,628.00	3%	\$ 6,429.16
QRM156	41	HU242408SG 8' SM-GE-H1U Shade	EA	\$ 7,047.00	3%	\$ 6,835.59
QRM157	41	HU252508SG 8' SM-GE-H1U Shade	EA	\$ 8,046.00	3%	\$ 7,804.62
QRM158	41	HU272708SG 8' SM-GE-H1U Shade	EA	\$ 8,566.00	3%	\$ 8,309.02
QRM159	41	HU101010SG 10' SM-GE-H1U Shade	EA	\$ 3,371.00	3%	\$ 3,269.87
QRM160	41	HU121210SG 10' SM-GE-H1U Shade	EA	\$ 3,573.00	3%	\$ 3,465.81
QRM161	41	HU141410SG 10' SM-GE-H1U Shade	EA	\$ 3,838.00	3%	\$ 3,722.86
QRM162	41	HU161610SG 10' SM-GE-H1U Shade	EA	\$ 4,108.00	3%	\$ 3,984.76
QRM163	41	HU181810SG 10' SM-GE-H1U Shade	EA	\$ 4,806.00	3%	\$ 4,661.82
QRM164	41	HU202010SG 10' SM-GE-H1U Shade	EA	\$ 6,486.00	3%	\$ 6,291.42
QRM165	41	HU222210SG 10' SM-GE-H1U Shade	EA	\$ 6,753.00	3%	\$ 6,550.41
QRM166	41	HU242410SG 10' SM-GE-H1U Shade	EA	\$ 7,200.00	3%	\$ 6,984.00
QRM167	41	HU252510SG 10' SM-GE-H1U Shade	EA	\$ 8,680.00	3%	\$ 8,419.60
QRM168	41	HU272710SG 10' SM-GE-H1U Shade	EA	\$ 8,688.00	3%	\$ 8,427.36
QRM169	41	RU161208SG 8' SM-GE-R2U Shade	EA	\$ 3,828.00	3%	\$ 3,713.16
QRM170	41	RU181208SG 8' SM-GE-R2U Shade	EA	\$ 4,468.00	3%	\$ 4,333.96
QRM171	41	RU201008SG 8' SM-GE-R2U Shade	EA	\$ 4,500.00	3%	\$ 4,365.00
QRM172	41	RU201208SG 8' SM-GE-R2U Shade	EA	\$ 4,512.00	3%	\$ 4,376.64

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRM173	41	RU201408SG 8' SM-GE-R2U Shade	EA	\$ 4,611.00	3%	\$ 4,472.67
QRM174	41	RU241408SG 8' SM-GE-R2U Shade	EA	\$ 4,975.00	3%	\$ 4,825.75
QRM175	41	RU161210SG 10' SM-GE-R2U Shade	EA	\$ 4,187.00	3%	\$ 4,061.39
QRM176	41	RU181210SG 10' SM-GE-R2U Shade	EA	\$ 4,585.00	3%	\$ 4,447.45
QRM177	41	RU201010SG 10' SM-GE-R2U Shade	EA	\$ 4,631.00	3%	\$ 4,492.07
QRM178	41	RU201210SG 10' SM-GE-R2U Shade	EA	\$ 4,917.00	3%	\$ 4,769.49
QRM179	41	RU201410SG 10' SM-GE-R2U Shade	EA	\$ 5,014.00	3%	\$ 4,863.58
QRM180	41	RU241410SG 10' SM-GE-R2U Shade	EA	\$ 5,093.00	3%	\$ 4,940.21
QRM181	41	CU080808SG 8' SM-GE-CTU Shade	EA	\$ 3,474.00	3%	\$ 3,369.78
QRM182	41	CU101008SG 8' SM-GE-CTU Shade	EA	\$ 3,586.00	3%	\$ 3,478.42
QRM183	41	CU121208SG 8' SM-GE-CTU Shade	EA	\$ 3,812.00	3%	\$ 3,697.64
QRM184	41	CU141408SG 8' SM-GE-CTU Shade	EA	\$ 4,245.00	3%	\$ 4,117.65
QRM185	41	CU151508SG 8' SM-GE-CTU Shade	EA	\$ 4,434.00	3%	\$ 4,300.98
QRM186	41	CU161608SG 8' SM-GE-CTU Shade	EA	\$ 4,442.00	3%	\$ 4,308.74
QRM187	41	CU181808SG 8' SM-GE-CTU Shade	EA	\$ 4,998.00	3%	\$ 4,848.06
QRM188	41	CU202008SG 8' SM-GE-CTU Shade	EA	\$ 5,436.00	3%	\$ 5,272.92
QRM189	41	CU080810SG 10' SM-GE-CTU Shade	EA	\$ 3,503.00	3%	\$ 3,397.91
QRM190	41	CU101010SG 10' SM-GE-CTU Shade	EA	\$ 3,613.00	3%	\$ 3,504.61
QRM191	41	CU121210SG 10' SM-GE-CTU Shade	EA	\$ 3,937.00	3%	\$ 3,818.89
QRM192	41	CU141410SG 10' SM-GE-CTU Shade	EA	\$ 4,310.00	3%	\$ 4,180.70
QRM193	41	CU151510SG 10' SM-GE-CTU Shade	EA	\$ 4,495.00	3%	\$ 4,360.15
QRM194	41	CU161610SG 10' SM-GE-CTU Shade	EA	\$ 4,613.00	3%	\$ 4,474.61
QRM195	41	CU181810SG 10' SM-GE-CTU Shade	EA	\$ 5,100.00	3%	\$ 4,947.00
QRM196	41	CU202010SG 10' SM-GE-CTU Shade	EA	\$ 5,580.00	3%	\$ 5,412.60
QRM197	41	CU080810SG 12' SM-GE-CTU Shade	EA	\$ 3,503.00	3%	\$ 3,397.91
QRM198	41	CU101010SG 12' SM-GE-CTU Shade	EA	\$ 3,613.00	3%	\$ 3,504.61
QRM199	41	CU121210SG 12' SM-GE-CTU Shade	EA	\$ 3,937.00	3%	\$ 3,818.89
QRM200	41	CU141410SG 12' SM-GE-CTU Shade	EA	\$ 4,310.00	3%	\$ 4,180.70
QRM201	41	CU151510SG 12' SM-GE-CTU Shade	EA	\$ 4,495.00	3%	\$ 4,360.15
QRM202	41	CU161610SG 12' SM-GE-CTU Shade	EA	\$ 4,613.00	3%	\$ 4,474.61
QRM203	41	CU181810SG 12' SM-GE-CTU Shade	EA	\$ 5,100.00	3%	\$ 4,947.00
QRM204	41	CU202010SG 12' SM-GE-CTU Shade	EA	\$ 5,580.00	3%	\$ 5,412.60
QRM207	41	RC201809SG 9' SM-GE-CT Shade	EA	\$ 6,934.00	3%	\$ 6,725.98
QRM208	41	RC271809SG 9' SM-GE-CT Shade	EA	\$ 7,337.00	3%	\$ 7,116.89
QRM209	41	RC201810SG 10' SM-GE-CT Shade	EA	\$ 7,339.00	3%	\$ 7,118.83
QRM210	41	RC271810SG 10' SM-GE-CT Shade	EA	\$ 7,498.00	3%	\$ 7,273.06
QRM227	41	SD101008SG 8' SM-GE-RC-H	EA	\$ 3,846.00	3%	\$ 3,730.62
QRM228	41	SD121208SG 8' SM-GE-RC-H	EA	\$ 3,982.00	3%	\$ 3,862.54
QRM229	41	SD141408SG 8' SM-GE-RC-H	EA	\$ 4,121.00	3%	\$ 3,997.37
QRM230	41	SD161608SG 8' SM-GE-RC-H	EA	\$ 4,619.00	3%	\$ 4,480.43
QRM231	41	SD181808SG 8' SM-GE-RC-H	EA	\$ 4,853.00	3%	\$ 4,707.41
QRM232	41	SD202008SG 8' SM-GE-RC-H	EA	\$ 5,223.00	3%	\$ 5,066.31
QRM233	41	SD222208SG 8' SM-GE-RC-H	EA	\$ 5,379.00	3%	\$ 5,217.63
QRM234	41	SD242408SG 8' SM-GE-RC-H	EA	\$ 6,794.00	3%	\$ 6,590.18

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRM235	41	SD262608SG 8' SM-GE-RC-H	EA	\$ 7,452.00	3%	\$ 7,228.44
QRM236	41	SD282808SG 8' SM-GE-RC-H	EA	\$ 7,636.00	3%	\$ 7,406.92
QRM237	41	SD303008SG 8' SM-GE-RC-H	EA	\$ 8,253.00	3%	\$ 8,005.41
QRM238	41	SD101010SG 10' SM-GE-RC-H	EA	\$ 4,249.00	3%	\$ 4,121.53
QRM239	41	SD121210SG 10' SM-GE-RC-H	EA	\$ 4,387.00	3%	\$ 4,255.39
QRM240	41	SD141410SG 10' SM-GE-RC-H	EA	\$ 4,523.00	3%	\$ 4,387.31
QRM241	41	SD161610SG 10' SM-GE-RC-H	EA	\$ 5,023.00	3%	\$ 4,872.31
QRM242	41	SD181810SG 10' SM-GE-RC-H	EA	\$ 5,694.00	3%	\$ 5,523.18
QRM243	41	SD202010SG 10' SM-GE-RC-H	EA	\$ 6,065.00	3%	\$ 5,883.05
QRM244	41	SD22210SG 10' SM-GE-RC-H	EA	\$ 6,216.00	3%	\$ 6,029.52
QRM245	41	SD242410SG 10' SM-GE-RC-H	EA	\$ 7,263.00	3%	\$ 7,045.11
QRM246	41	SD262610SG 10' SM-GE-RC-H	EA	\$ 7,921.00	3%	\$ 7,683.37
QRM247	41	SD282810SG 10' SM-GE-RC-H	EA	\$ 8,105.00	3%	\$ 7,861.85
QRM248	41	SD303010SG 10' SM-GE-RC-H	EA	\$ 9,525.00	3%	\$ 9,239.25
QRM249	41	RD101208SG 8' SM-GE-RC-H	EA	\$ 3,934.00	3%	\$ 3,815.98
QRM250	41	RD101508SG 8' SM-GE-RC-H	EA	\$ 4,055.00	3%	\$ 3,933.35
QRM251	41	RD101808SG 8' SM-GE-RC-H	EA	\$ 4,099.00	3%	\$ 3,976.03
QRM252	41	RD102008SG 8' SM-GE-RC-H	EA	\$ 4,545.00	3%	\$ 4,408.65
QRM253	41	RD131508SG 8' SM-GE-RC-H	EA	\$ 4,132.00	3%	\$ 4,008.04
QRM254	41	RD132008SG 8' SM-GE-RC-H	EA	\$ 4,703.00	3%	\$ 4,561.91
QRM255	41	RD152208SG 8' SM-GE-RC-H	EA	\$ 5,004.00	3%	\$ 4,853.88
QRM256	41	RD152508SG 8' SM-GE-RC-H	EA	\$ 5,063.00	3%	\$ 4,911.11
QRM257	41	RD182008SG 8' SM-GE-RC-H	EA	\$ 4,934.00	3%	\$ 4,785.98
QRM258	41	RD182408SG 8' SM-GE-RC-H	EA	\$ 5,186.00	3%	\$ 5,030.42
QRM259	41	RD182808SG 8' SM-GE-RC-H	EA	\$ 5,697.00	3%	\$ 5,526.09
QRM260	41	RD183208SG 8' SM-GE-RC-H	EA	\$ 6,955.00	3%	\$ 6,746.35
QRM261	41	RD183608SG 8' SM-GE-RC-H	EA	\$ 7,238.00	3%	\$ 7,020.86
QRM262	41	RD202408SG 8' SM-GE-RC-H	EA	\$ 5,428.00	3%	\$ 5,265.16
QRM263	41	RD202608SG 8' SM-GE-RC-H	EA	\$ 5,522.00	3%	\$ 5,356.34
QRM264	41	RD203008SG 8' SM-GE-RC-H	EA	\$ 6,793.00	3%	\$ 6,589.21
QRM265	41	RD203408SG 8' SM-GE-RC-H	EA	\$ 7,468.00	3%	\$ 7,243.96
QRM266	41	RD203808SG 8' SM-GE-RC-H	EA	\$ 7,667.00	3%	\$ 7,436.99
QRM267	41	RD242608SG 8' SM-GE-RC-H	EA	\$ 6,900.00	3%	\$ 6,693.00
QRM268	41	RD243008SG 8' SM-GE-RC-H	EA	\$ 7,240.00	3%	\$ 7,022.80
QRM269	41	RD243408SG 8' SM-GE-RC-H	EA	\$ 7,535.00	3%	\$ 7,308.95
QRM270	41	RD243808SG 8' SM-GE-RC-H	EA	\$ 8,294.00	3%	\$ 8,045.18
QRM271	41	RD244008SG 8' SM-GE-RC-H	EA	\$ 8,407.00	3%	\$ 8,154.79
QRM272	41	RD283008SG 8' SM-GE-RC-H	EA	\$ 7,833.00	3%	\$ 7,598.01
QRM273	41	RD283408SG 8' SM-GE-RC-H	EA	\$ 8,717.00	3%	\$ 8,455.49
QRM274	41	RD283808SG 8' SM-GE-RC-H	EA	\$ 9,770.00	3%	\$ 9,476.90
QRM275	41	RD101210SG 10' SM-GE-RC-H	EA	\$ 4,338.00	3%	\$ 4,207.86
QRM276	41	RD101510SG 10' SM-GE-RC-H	EA	\$ 4,457.00	3%	\$ 4,323.29
QRM277	41	RD101810SG 10' SM-GE-RC-H	EA	\$ 4,504.00	3%	\$ 4,368.88
QRM278	41	RD102010SG 10' SM-GE-RC-H	EA	\$ 4,946.00	3%	\$ 4,797.62

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRM279	41	RD131510SG 10' SM-GE-RC-H	EA	\$ 4,535.00	3%	\$ 4,398.95
QRM280	41	RD132010SG 10' SM-GE-RC-H	EA	\$ 5,109.00	3%	\$ 4,955.73
QRM281	41	RD152210SG 10' SM-GE-RC-H	EA	\$ 5,842.00	3%	\$ 5,666.74
QRM282	41	RD152510SG 10' SM-GE-RC-H	EA	\$ 5,902.00	3%	\$ 5,724.94
QRM283	41	RD182010SG 10' SM-GE-RC-H	EA	\$ 5,777.00	3%	\$ 5,603.69
QRM284	41	RD182410SG 10' SM-GE-RC-H	EA	\$ 6,027.00	3%	\$ 5,846.19
QRM285	41	RD182810SG 10' SM-GE-RC-H	EA	\$ 6,538.00	3%	\$ 6,341.86
QRM286	41	RD183210SG 10' SM-GE-RC-H	EA	\$ 7,424.00	3%	\$ 7,201.28
QRM287	41	RD183610SG 10' SM-GE-RC-H	EA	\$ 7,704.00	3%	\$ 7,472.88
QRM288	41	RD202410SG 10' SM-GE-RC-H	EA	\$ 6,270.00	3%	\$ 6,081.90
QRM289	41	RD202610SG 10' SM-GE-RC-H	EA	\$ 6,361.00	3%	\$ 6,170.17
QRM290	41	RD203010SG 10' SM-GE-RC-H	EA	\$ 7,262.00	3%	\$ 7,044.14
QRM291	41	RD203410SG 10' SM-GE-RC-H	EA	\$ 7,934.00	3%	\$ 7,695.98
QRM292	41	RD203810SG 10' SM-GE-RC-H	EA	\$ 8,208.00	3%	\$ 7,961.76
QRM293	41	RD242610SG 10' SM-GE-RC-H	EA	\$ 7,370.00	3%	\$ 7,148.90
QRM294	41	RD243010SG 10' SM-GE-RC-H	EA	\$ 7,710.00	3%	\$ 7,478.70
QRM295	41	RD243410SG 10' SM-GE-Rc-H	EA	\$ 8,811.00	3%	\$ 8,546.67
QRM296	41	RD243810SG 10' SM-GE-Rc-H	EA	\$ 9,566.00	3%	\$ 9,279.02
QRM297	41	RD244010SG 10' SM-GE-Rc-H	EA	\$ 9,965.00	3%	\$ 9,666.05
QRM298	41	RD283010SG 10' SM-GE-Rc-H	EA	\$ 9,103.00	3%	\$ 8,829.91
QRM299	41	RD283410SG 10' SM-GE-Rc-H	EA	\$ 9,991.00	3%	\$ 9,691.27
QRM300	41	RD283810SG 10' SM-GE-Rc-H	EA	\$ 10,217.00	3%	\$ 9,910.49
QRM301	41	SU101008SG 8' SM-GE-SU-H	EA	\$ 3,193.00	3%	\$ 3,097.21
QRM302	41	SU121208SG 8' SM-GE-SU-H	EA	\$ 3,453.00	3%	\$ 3,349.41
QRM303	41	SU141408SG 8' SM-GE-SU-H	EA	\$ 3,939.00	3%	\$ 3,820.83
QRM304	41	SU161608SG 8' SM-GE-SU-H	EA	\$ 4,548.00	3%	\$ 4,411.56
QRM305	41	SU181808SG 8' SM-GE-SU-H	EA	\$ 5,111.00	3%	\$ 4,957.67
QRM306	41	SU202008SG 8' SM-GE-SU-H	EA	\$ 5,745.00	3%	\$ 5,572.65
QRM307	41	SU222208SG 8' SM-GE-SU-H	EA	\$ 7,220.00	3%	\$ 7,003.40
QRM308	41	SU242408SG 8' SM-GE-SU-H	EA	\$ 8,692.00	3%	\$ 8,431.24
QRM309	41	SU101010SG 10' SM-GE-SU-H	EA	\$ 3,338.00	3%	\$ 3,237.86
QRM310	41	SU121210SG 10' SM-GE-SU-H	EA	\$ 3,614.00	3%	\$ 3,505.58
QRM311	41	SU141410SG 10' SM-GE-SU-H	EA	\$ 3,985.00	3%	\$ 3,865.45
QRM312	41	SU161610SG 10' SM-GE-SU-H	EA	\$ 4,635.00	3%	\$ 4,495.95
QRM313	41	SU181810SG 10' SM-GE-SU-H	EA	\$ 5,192.00	3%	\$ 5,036.24
QRM314	41	SU202010SG 10' SM-GE-SU-H	EA	\$ 5,830.00	3%	\$ 5,655.10
QRM315	41	SU222210SG 10' SM-GE-SU-H	EA	\$ 7,385.00	3%	\$ 7,163.45
QRM316	41	SU242410SG 10' SM-GE-SU-H	EA	\$ 8,946.00	3%	\$ 8,677.62
QRM317	41	HD202008SG 8' SM-GE-Hx-H	EA	\$ 6,938.00	3%	\$ 6,729.86
QRM318	41	HD242408SG 8' SM-GE-Hx-H	EA	\$ 8,345.00	3%	\$ 8,094.65
QRM319	41	HD262608SG 8' SM-GE-Hx-H	EA	\$ 8,647.00	3%	\$ 8,387.59
QRM320	41	HD282808SG 8' SM-GE-Hx-H	EA	\$ 9,612.00	3%	\$ 9,323.64
QRM321	41	HD303008SG 8' SM-GE-Hx-H	EA	\$ 10,170.00	3%	\$ 9,864.90
QRM322	41	HD343408SG 8' SM-GE-Hx-H	EA	\$ 10,917.00	3%	\$ 10,589.49

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRM323	41	HD383808SG 8' SM-GE-Hx-H	EA	\$ 13,031.00	3%	\$ 12,640.07
QRM324	41	HD404008SG 8' SM-GE-Hx-H	EA	\$ 13,823.00	3%	\$ 13,408.31
QRM325	41	HD202010SG 10' SM-GE-Hx-H	EA	\$ 7,576.00	3%	\$ 7,348.72
QRM326	41	HD242410SG 10' SM-GE-Hx-H	EA	\$ 9,605.00	3%	\$ 9,316.85
QRM327	41	HD262610SG 10' SM-GE-Hx-H	EA	\$ 9,906.00	3%	\$ 9,608.82
QRM328	41	HD282810SG 10' SM-GE-Hx-H	EA	\$ 10,251.00	3%	\$ 9,943.47
QRM329	41	HD303010SG 10' SM-GE-Hx-H	EA	\$ 10,810.00	3%	\$ 10,485.70
QRM330	41	HD343410SG 10' SM-GE-Hx-H	EA	\$ 12,503.00	3%	\$ 12,127.91
QRM331	41	HD383810SG 10' SM-GE-Hx-H	EA	\$ 13,656.00	3%	\$ 13,246.32
QRM332	41	HD404010SG 10' SM-GE-Hx-H	EA	\$ 14,885.00	3%	\$ 14,438.45
QRM333	41	HU101008SG 8' SM-GE-H1UH	EA	\$ 3,760.00	3%	\$ 3,647.20
QRM334	41	HU121208SG 8' SM-GE-H1UH	EA	\$ 3,855.00	3%	\$ 3,739.35
QRM335	41	HU141408SG 8' SM-GE-H1UH	EA	\$ 5,224.00	3%	\$ 5,067.28
QRM336	41	HU161608SG 8' SM-GE-H1UH	EA	\$ 5,384.00	3%	\$ 5,222.48
QRM337	41	HU181808SG 8' SM-GE-H1UH	EA	\$ 5,754.00	3%	\$ 5,581.38
QRM338	41	HU202008SG 8' SM-GE-H1UH	EA	\$ 6,371.00	3%	\$ 6,179.87
QRM339	41	HU222208SG 8' SM-GE-H1UH	EA	\$ 7,083.00	3%	\$ 6,870.51
QRM340	41	HU242408SG 8' SM-GE-H1UH	EA	\$ 8,099.00	3%	\$ 7,856.03
QRM341	41	HU252508SG 8' SM-GE-H1UH	EA	\$ 8,894.00	3%	\$ 8,627.18
QRM342	41	HU272708SG 8' SM-GE-H1UH	EA	\$ 9,954.00	3%	\$ 9,655.38
QRM343	41	HU101010SG 10' SM-GE-H1UH	EA	\$ 3,862.00	3%	\$ 3,746.14
QRM344	41	HU121210SG 10' SM-GE-H1UH	EA	\$ 3,877.00	3%	\$ 3,760.69
QRM345	41	HU141410SG 10' SM-GE-H1UH	EA	\$ 5,272.00	3%	\$ 5,113.84
QRM346	41	HU161610SG 10' SM-GE-H1UH	EA	\$ 5,451.00	3%	\$ 5,287.47
QRM347	41	HU181810SG 10' SM-GE-H1UH	EA	\$ 5,937.00	3%	\$ 5,758.89
QRM348	41	HU202010SG 10' SM-GE-H1UH	EA	\$ 6,929.00	3%	\$ 6,721.13
QRM349	41	HU222210SG 10' SM-GE-H1UH	EA	\$ 7,217.00	3%	\$ 7,000.49
QRM350	41	HU242410SG 10' SM-GE-H1UH	EA	\$ 8,222.00	3%	\$ 7,975.34
QRM351	41	HU252510SG 10' SM-GE-H1UH	EA	\$ 9,437.00	3%	\$ 9,153.89
QRM352	41	HU272710SG 10' SM-GE-H1UH	EA	\$ 11,328.00	3%	\$ 10,988.16
QRM353	41	RU161208SG 8' SM-GE-R2UH	EA	\$ 4,585.00	3%	\$ 4,447.45
QRM354	41	RU181208SG 8' SM-GE-R2UH	EA	\$ 4,774.00	3%	\$ 4,630.78
QRM355	41	RU201008SG 8' SM-GE-R2UH	EA	\$ 4,810.00	3%	\$ 4,665.70
QRM356	41	RU201208SG 8' SM-GE-R2UH	EA	\$ 4,823.00	3%	\$ 4,678.31
QRM357	41	RU201408SG 8' SM-GE-R2UH	EA	\$ 4,927.00	3%	\$ 4,779.19
QRM358	41	RU241408SG 8' SM-GE-R2UH	EA	\$ 5,317.00	3%	\$ 5,157.49
QRM359	41	RU161210SG 10' SM-GE-R2UH	EA	\$ 4,653.00	3%	\$ 4,513.41
QRM360	41	RU181210SG 10' SM-GE-R2UH	EA	\$ 4,899.00	3%	\$ 4,752.03
QRM361	41	RU201010SG 10' SM-GE-R2UH	EA	\$ 4,950.00	3%	\$ 4,801.50
QRM362	41	RU201210SG 10' SM-GE-R2UH	EA	\$ 5,254.00	3%	\$ 5,096.38
QRM363	41	RU201410SG 10' SM-GE-R2UH	EA	\$ 5,358.00	3%	\$ 5,197.26
QRM364	41	RU241410SG 10' SM-GE-R2UH	EA	\$ 6,216.00	3%	\$ 6,029.52
QRM365	41	CU080808SG 8' SM-GE-CU-H	EA	\$ 3,710.00	3%	\$ 3,598.70
QRM366	41	CU101008SG 8' SM-GE-CU-H	EA	\$ 3,849.00	3%	\$ 3,733.53

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRM367	41	CU121208SG 8' SM-GE-CU-H	EA	\$ 4,446.00	3%	\$ 4,312.62
QRM368	41	CU141408SG 8' SM-GE-CU-H	EA	\$ 5,113.00	3%	\$ 4,959.61
QRM369	41	CU151508SG 8' SM-GE-CU-H	EA	\$ 5,291.00	3%	\$ 5,132.27
QRM370	41	CU161608SG 8' SM-GE-CU-H	EA	\$ 5,748.00	3%	\$ 5,575.56
QRM371	41	CU181808SG 8' SM-GE-CU-H	EA	\$ 6,065.00	3%	\$ 5,883.05
QRM372	41	CU202008SG 8' SM-GE-CU-H	EA	\$ 7,094.00	3%	\$ 6,881.18
QRM373	41	CU080810SG 10' SM-GE-CU-H	EA	\$ 3,743.00	3%	\$ 3,630.71
QRM374	41	CU101010SG 10' SM-GE-CU-H	EA	\$ 3,933.00	3%	\$ 3,815.01
QRM375	41	CU121210SG 10' SM-GE-CU-H	EA	\$ 4,597.00	3%	\$ 4,459.09
QRM376	41	CU141410SG 10' SM-GE-CU-H	EA	\$ 5,337.00	3%	\$ 5,176.89
QRM377	41	CU151510SG 10' SM-GE-CU-H	EA	\$ 5,375.00	3%	\$ 5,213.75
QRM378	41	CU161610SG 10' SM-GE-CU-H	EA	\$ 5,833.00	3%	\$ 5,658.01
QRM379	41	CU181810SG 10' SM-GE-CU-H	EA	\$ 6,341.00	3%	\$ 6,150.77
QRM380	41	CU202010SG 10' SM-GE-CU-H	EA	\$ 7,252.00	3%	\$ 7,034.44
QRM381	41	CU080812SG 12' SM-GE-CU-H	EA	\$ 3,743.00	3%	\$ 3,630.71
QRM382	41	CU101012SG 12' SM-GE-CU-H	EA	\$ 3,933.00	3%	\$ 3,815.01
QRM383	41	CU121212SG 12' SM-GE-CU-H	EA	\$ 4,597.00	3%	\$ 4,459.09
QRM384	41	CU141412SG 12' SM-GE-CU-H	EA	\$ 5,337.00	3%	\$ 5,176.89
QRM385	41	CU151512SG 12' SM-GE-CU-H	EA	\$ 5,375.00	3%	\$ 5,213.75
QRM386	41	CU161612SG 12' SM-GE-CU-H	EA	\$ 5,833.00	3%	\$ 5,658.01
QRM387	41	CU181812SG 12' SM-GE-CU-H	EA	\$ 6,341.00	3%	\$ 6,150.77
QRM388	41	CU202012SG 12' SM-GE-CU-H	EA	\$ 7,252.00	3%	\$ 7,034.44
QRM395	41	RD253014SG 14' SM-GE-Rc-H	EA	\$ 8,981.00	3%	\$ 8,711.57
QRM396	41	RD303514SG 14' SM-GE-Rc-H	EA	\$ 12,353.00	3%	\$ 11,982.41
QRM397	41	SD303014SG 14' SM-GE-Rc-H	EA	\$ 10,192.00	3%	\$ 9,886.24
QRM398	41	RD253014SG 14' SM-GE-Rec	EA	\$ 8,981.00	3%	\$ 8,711.57
QRM399	41	RD303514SG 14' SM-GE-Rec	EA	\$ 12,353.00	3%	\$ 11,982.41
QRM400	41	SD303014SG 14' SM-GE-Sq	EA	\$ 10,192.00	3%	\$ 9,886.24
QRM401	41	RD152212SG-105	EA	\$ 6,587.00	3%	\$ 6,389.39
QRM402	41	RD152512SG-105	EA	\$ 6,650.00	3%	\$ 6,450.50
QRM403	41	RD182012SG-105	EA	\$ 6,516.00	3%	\$ 6,320.52
QRM404	41	RD182412SG-105	EA	\$ 6,785.00	3%	\$ 6,581.45
QRM405	41	RD182812SG-105	EA	\$ 7,335.00	3%	\$ 7,114.95
QRM406	41	RD183212SG-105	EA	\$ 9,366.00	3%	\$ 9,085.02
QRM407	41	RD183612SG-105	EA	\$ 9,669.00	3%	\$ 9,378.93
QRM408	41	RD202412SG-105	EA	\$ 7,056.00	3%	\$ 6,844.32
QRM409	41	RD202612SG-105	EA	\$ 7,145.00	3%	\$ 6,930.65
QRM410	41	RD203012SG-105	EA	\$ 9,186.00	3%	\$ 8,910.42
QRM411	41	RD203412SG-105	EA	\$ 9,914.00	3%	\$ 9,616.58
QRM412	41	RD203812SG-105	EA	\$ 10,129.00	3%	\$ 9,825.13
QRM413	41	RD242612SG-105	EA	\$ 9,307.00	3%	\$ 9,027.79
QRM414	41	RD243012SG-105	EA	\$ 9,672.00	3%	\$ 9,381.84
QRM415	41	RD243412SG-105	EA	\$ 12,197.00	3%	\$ 11,831.09
QRM416	41	RD243812SG-105	EA	\$ 13,012.00	3%	\$ 12,621.64

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
QRM417	41	RD244012SG-105	EA	\$ 12,987.00	3%	\$ 12,597.39
QRM418	41	RD283012SG-105	EA	\$ 12,517.00	3%	\$ 12,141.49
QRM419	41	RD283412SG-105	EA	\$ 13,466.00	3%	\$ 13,062.02
QRM420	41	RD283812SG-105	EA	\$ 13,710.00	3%	\$ 13,298.70
QRM421	41	SD161612SG-105	EA	\$ 5,625.00	3%	\$ 5,456.25
QRM422	41	SD181812SG-105	EA	\$ 6,426.00	3%	\$ 6,233.22
QRM423	41	SD202012SG-105	EA	\$ 6,823.00	3%	\$ 6,618.31
QRM424	41	SD222212SG-105	EA	\$ 6,990.00	3%	\$ 6,780.30
QRM425	41	SD242412SG-105	EA	\$ 9,189.00	3%	\$ 8,913.33
QRM426	41	SD262612SG-105	EA	\$ 9,900.00	3%	\$ 9,603.00
QRM427	41	SD282812SG-105	EA	\$ 10,096.00	3%	\$ 9,793.12
QRM428	41	SD303012SG-105	EA	\$ 12,967.00	3%	\$ 12,577.99
QRM429	41	ES15151508	EA	\$ 4,118.00	3%	\$ 3,994.46
QRM430	41	ES20202008	EA	\$ 4,609.00	3%	\$ 4,470.73
QRM431	41	ES25252508	EA	\$ 6,098.00	3%	\$ 5,915.06
QRM432	41	ES30303008	EA	\$ 7,626.00	3%	\$ 7,397.22
QRM433	41	ES35353508	EA	\$ 8,577.00	3%	\$ 8,319.69
QRM434	41	ES151515010	EA	\$ 4,419.00	3%	\$ 4,286.43
QRM435	41	ES202020010	EA	\$ 5,590.00	3%	\$ 5,422.30
QRM436	41	ES252525010	EA	\$ 7,653.00	3%	\$ 7,423.41
QRM437	41	ES303030010	EA	\$ 9,045.00	3%	\$ 8,773.65
QRM438	41	ES353535010	EA	\$ 10,711.00	3%	\$ 10,389.67
QRM439	41	ES15151512	EA	\$ 5,150.00	3%	\$ 4,995.50
QRM440	41	ES20202012	EA	\$ 6,467.00	3%	\$ 6,272.99
QRM441	41	ES25252512	EA	\$ 8,203.00	3%	\$ 7,956.91
QRM442	41	ES30303012	EA	\$ 9,672.00	3%	\$ 9,381.84
QRM443	41	ES35353512	EA	\$ 12,531.00	3%	\$ 12,155.07
QRM444	41	ES15151514	EA	\$ 6,335.00	3%	\$ 6,144.95
QRM445	41	ES20202014	EA	\$ 7,919.00	3%	\$ 7,681.43
QRM446	41	ES25252514	EA	\$ 9,773.00	3%	\$ 9,479.81
QRM447	41	ES30303014	EA	\$ 12,111.00	3%	\$ 11,747.67
QRM448	41	ES35353514	EA	\$ 13,401.00	3%	\$ 12,998.97
QRM449	41	IS15152108	EA	\$ 4,187.00	3%	\$ 4,061.39
QRM450	41	IS20202808	EA	\$ 5,013.00	3%	\$ 4,862.61
QRM451	41	IS25253508	EA	\$ 7,295.00	3%	\$ 7,076.15
QRM452	41	IS30304208	EA	\$ 9,138.00	3%	\$ 8,863.86
QRM453	41	IS15152110	EA	\$ 4,488.00	3%	\$ 4,353.36
QRM454	41	IS20202810	EA	\$ 5,993.00	3%	\$ 5,813.21
QRM455	41	IS25253510	EA	\$ 7,846.00	3%	\$ 7,610.62
QRM456	41	IS30304210	EA	\$ 9,766.00	3%	\$ 9,473.02
QRM457	41	IS15152112	EA	\$ 5,159.00	3%	\$ 5,004.23
QRM458	41	IS20202812	EA	\$ 6,871.00	3%	\$ 6,664.87
QRM459	41	IS25253512	EA	\$ 8,396.00	3%	\$ 8,144.12
QRM460	41	IS30304212	EA	\$ 12,174.00	3%	\$ 11,808.78

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
QRM461	41	IS15152114	EA	\$ 6,229.00	3%	\$ 6,042.13
QRM462	41	IS20202814	EA	\$ 8,323.00	3%	\$ 8,073.31
QRM463	41	IS25253514	EA	\$ 9,969.00	3%	\$ 9,669.93
QRM464	41	IS30304214	EA	\$ 13,845.00	3%	\$ 13,429.65
QRM465	41	HS202008	EA	\$ 7,208.00	3%	\$ 6,991.76
QRM466	41	HS252508	EA	\$ 9,529.00	3%	\$ 9,243.13
QRM467	41	HS303008	EA	\$ 13,381.00	3%	\$ 12,979.57
QRM468	41	HS353508	EA	\$ 15,855.00	3%	\$ 15,379.35
QRM469	41	HS2020010	EA	\$ 8,843.00	3%	\$ 8,577.71
QRM470	41	HS2525010	EA	\$ 10,448.00	3%	\$ 10,134.56
QRM471	41	HS3030010	EA	\$ 14,423.00	3%	\$ 13,990.31
QRM472	41	HS3535010	EA	\$ 17,079.00	3%	\$ 16,566.63
QRM473	41	HS202012	EA	\$ 9,270.00	3%	\$ 8,991.90
QRM474	41	HS252512	EA	\$ 10,997.00	3%	\$ 10,667.09
QRM475	41	HS303012	EA	\$ 15,464.00	3%	\$ 15,000.08
QRM476	41	HS353512	EA	\$ 19,775.00	3%	\$ 19,181.75
QRM477	41	HS202014	EA	\$ 10,905.00	3%	\$ 10,577.85
QRM478	41	HS252514	EA	\$ 13,775.00	3%	\$ 13,361.75
QRM479	41	HS303014	EA	\$ 18,524.00	3%	\$ 17,968.28
QRM480	41	HS353514	EA	\$ 22,755.00	3%	\$ 22,072.35
QRM481	41	MS20202808	EA	\$ 9,910.00	3%	\$ 9,612.70
QRM482	41	MS25253508	EA	\$ 11,219.00	3%	\$ 10,882.43
QRM483	41	MS30304208	EA	\$ 15,072.00	3%	\$ 14,619.84
QRM484	41	MS35354908	EA	\$ 16,458.00	3%	\$ 15,964.26
QRM485	41	MS202028010	EA	\$ 10,337.00	3%	\$ 10,026.89
QRM486	41	MS252535010	EA	\$ 14,115.00	3%	\$ 13,691.55
QRM487	41	MS303042010	EA	\$ 17,531.00	3%	\$ 17,005.07
QRM488	41	MS353549010	EA	\$ 15,102.00	3%	\$ 14,648.94
QRM489	41	MS20202812	EA	\$ 10,948.00	3%	\$ 10,619.56
QRM490	41	MS25253512	EA	\$ 15,003.00	3%	\$ 14,552.91
QRM491	41	MS30304212	EA	\$ 18,601.00	3%	\$ 18,042.97
QRM492	41	MS35354912	EA	\$ 18,080.00	3%	\$ 17,537.60
QRM493	41	MS20202814	EA	\$ 14,566.00	3%	\$ 14,129.02
QRM494	41	MS25253514	EA	\$ 17,827.00	3%	\$ 17,292.19
QRM495	41	MS30304214	EA	\$ 21,483.00	3%	\$ 20,838.51
QRM496	41	MS35354914	EA	\$ 25,621.00	3%	\$ 24,852.37
STI001	41	SD101008IN 8' IN-Sq Shade	EA	\$ 2,534.00	3%	\$ 2,457.98
STI002	41	SD121208IN 8' IN-Sq Shade	EA	\$ 2,666.00	3%	\$ 2,586.02
STI003	41	SD141408IN 8' IN-Sq Shade	EA	\$ 2,794.00	3%	\$ 2,710.18
STI004	41	SD161608IN 8' IN-Sq Shade	EA	\$ 3,255.00	3%	\$ 3,157.35
STI005	41	SD181808IN 8' IN-Sq Shade	EA	\$ 3,700.00	3%	\$ 3,589.00
STI006	41	SD202008IN 8' IN-Sq Shade	EA	\$ 4,041.00	3%	\$ 3,919.77
STI007	41	SD222208IN 8' IN-Sq Shade	EA	\$ 4,191.00	3%	\$ 4,065.27
STI008	41	SD242408IN 8' IN-Sq Shade	EA	\$ 5,482.00	3%	\$ 5,317.54

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STI009	41	SD262608IN 8' IN-Sq Shade	EA	\$ 6,047.00	3%	\$ 5,865.59
STI010	41	SD282808IN 8' IN-Sq Shade	EA	\$ 6,220.00	3%	\$ 6,033.40
STI011	41	SD303008IN 8' IN-Sq Shade	EA	\$ 6,812.00	3%	\$ 6,607.64
STI012	41	SD343408IN 8' IN-Sq Shade	EA	\$ 9,069.00	3%	\$ 8,796.93
STI013	41	SD363608IN 8' IN-Sq Shade	EA	\$ 9,496.00	3%	\$ 9,211.12
STI014	41	SD383808IN 8' IN-Sq Shade	EA	\$ 10,701.00	3%	\$ 10,379.97
STI015	41	SD101010IN 10' IN-Sq Shade	EA	\$ 3,057.00	3%	\$ 2,965.29
STI016	41	SD121210IN 10' IN-Sq Shade	EA	\$ 3,189.00	3%	\$ 3,093.33
STI017	41	SD141410IN 10' IN-Sq Shade	EA	\$ 3,321.00	3%	\$ 3,221.37
STI018	41	SD161610IN 10' IN-Sq Shade	EA	\$ 3,778.00	3%	\$ 3,664.66
STI019	41	SD181810IN 10' IN-Sq Shade	EA	\$ 4,462.00	3%	\$ 4,328.14
STI020	41	SD202010IN 10' IN-Sq Shade	EA	\$ 4,803.00	3%	\$ 4,658.91
STI021	41	SD222210IN 10' IN-Sq Shade	EA	\$ 4,955.00	3%	\$ 4,806.35
STI022	41	SD242410IN 10' IN-Sq Shade	EA	\$ 5,934.00	3%	\$ 5,755.98
STI023	41	SD262610IN 10' IN-Sq Shade	EA	\$ 6,500.00	3%	\$ 6,305.00
STI024	41	SD282810IN 10' IN-Sq Shade	EA	\$ 6,672.00	3%	\$ 6,471.84
STI025	41	SD303010IN 10' IN-Sq Shade	EA	\$ 7,730.00	3%	\$ 7,498.10
STI026	41	SD343410IN 10' IN-Sq Shade	EA	\$ 9,473.00	3%	\$ 9,188.81
STI027	41	SD363610IN 10' IN-Sq Shade	EA	\$ 11,052.00	3%	\$ 10,720.44
STI028	41	SD383810IN 10' IN-Sq Shade	EA	\$ 11,278.00	3%	\$ 10,939.66
STI029	41	SD161612IN 12' IN-Sq Shade	EA	\$ 3,976.00	3%	\$ 3,856.72
STI030	41	SD181812IN 12' IN-Sq Shade	EA	\$ 4,728.00	3%	\$ 4,586.16
STI031	41	SD202012IN 12' IN-Sq Shade	EA	\$ 5,070.00	3%	\$ 4,917.90
STI032	41	SD222212IN 12' IN-Sq Shade	EA	\$ 5,219.00	3%	\$ 5,062.43
STI033	41	SD242412IN 12' IN-Sq Shade	EA	\$ 6,873.00	3%	\$ 6,666.81
STI034	41	SD262612IN 12' IN-Sq Shade	EA	\$ 7,438.00	3%	\$ 7,214.86
STI035	41	SD282812IN 12' IN-Sq Shade	EA	\$ 7,611.00	3%	\$ 7,382.67
STI036	41	SD303012IN 12' IN-Sq Shade	EA	\$ 9,408.00	3%	\$ 9,125.76
STI037	41	SD343412IN 12' IN-Sq Shade	EA	\$ 11,310.00	3%	\$ 10,970.70
STI038	41	SD363612IN 12' IN-Sq Shade	EA	\$ 11,735.00	3%	\$ 11,382.95
STI039	41	SD383812IN 12' IN-Sq Shade	EA	\$ 12,704.00	3%	\$ 12,322.88
STI040	41	RD101208IN 8' IN-Rec Shade	EA	\$ 2,617.00	3%	\$ 2,538.49
STI041	41	RD101508IN 8' IN-Rec Shade	EA	\$ 2,730.00	3%	\$ 2,648.10
STI042	41	RD101808IN 8' IN-Rec Shade	EA	\$ 2,844.00	3%	\$ 2,758.68
STI043	41	RD102008IN 8' IN-Rec Shade	EA	\$ 3,248.00	3%	\$ 3,150.56
STI044	41	RD131508IN 8' IN-Rec Shade	EA	\$ 2,808.00	3%	\$ 2,723.76
STI045	41	RD132008IN 8' IN-Rec Shade	EA	\$ 3,335.00	3%	\$ 3,234.95
STI046	41	RD152208IN 8' IN-Rec Shade	EA	\$ 3,771.00	3%	\$ 3,657.87
STI047	41	RD152508IN 8' IN-Rec Shade	EA	\$ 3,899.00	3%	\$ 3,782.03
STI048	41	RD182008IN 8' IN-Rec Shade	EA	\$ 3,778.00	3%	\$ 3,664.66
STI049	41	RD182408IN 8' IN-Rec Shade	EA	\$ 4,012.00	3%	\$ 3,891.64
STI050	41	RD182808IN 8' IN-Rec Shade	EA	\$ 4,446.00	3%	\$ 4,312.62
STI051	41	RD183208IN 8' IN-Rec Shade	EA	\$ 5,591.00	3%	\$ 5,423.27
STI052	41	RD183608IN 8' IN-Rec Shade	EA	\$ 5,856.00	3%	\$ 5,680.32

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STI053	41	RD202408IN 8' IN-Rec Shade	EA	\$ 4,235.00	3%	\$ 4,107.95
STI054	41	RD202608IN 8' IN-Rec Shade	EA	\$ 4,325.00	3%	\$ 4,195.25
STI055	41	RD203008IN 8' IN-Rec Shade	EA	\$ 5,484.00	3%	\$ 5,319.48
STI056	41	RD203408IN 8' IN-Rec Shade	EA	\$ 6,061.00	3%	\$ 5,879.17
STI057	41	RD203808IN 8' IN-Rec Shade	EA	\$ 6,251.00	3%	\$ 6,063.47
STI058	41	RD242608IN 8' IN-Rec Shade	EA	\$ 5,583.00	3%	\$ 5,415.51
STI059	41	RD243008IN 8' IN-Rec Shade	EA	\$ 5,895.00	3%	\$ 5,718.15
STI060	41	RD243408IN 8' IN-Rec Shade	EA	\$ 6,200.00	3%	\$ 6,014.00
STI061	41	RD243808IN 8' IN-Rec Shade	EA	\$ 6,856.00	3%	\$ 6,650.32
STI062	41	RD244008IN 8' IN-Rec Shade	EA	\$ 6,961.00	3%	\$ 6,752.17
STI063	41	RD283008IN 8' IN-Rec Shade	EA	\$ 6,428.00	3%	\$ 6,235.16
STI064	41	RD283408IN 8' IN-Rec Shade	EA	\$ 7,253.00	3%	\$ 7,035.41
STI065	41	RD283808IN 8' IN-Rec Shade	EA	\$ 7,853.00	3%	\$ 7,617.41
STI066	41	RD284208IN 8' IN-Rec Shade	EA	\$ 8,058.00	3%	\$ 7,816.26
STI067	41	RD101210IN 10' IN-Rec Shade	EA	\$ 3,142.00	3%	\$ 3,047.74
STI068	41	RD101510IN 10' IN-Rec Shade	EA	\$ 3,258.00	3%	\$ 3,160.26
STI069	41	RD101810IN 10' IN-Rec Shade	EA	\$ 3,372.00	3%	\$ 3,270.84
STI070	41	RD102010IN 10' IN-Rec Shade	EA	\$ 3,773.00	3%	\$ 3,659.81
STI071	41	RD131510IN 10' IN-Rec Shade	EA	\$ 3,332.00	3%	\$ 3,232.04
STI072	41	RD132010IN 10' IN-Rec Shade	EA	\$ 3,858.00	3%	\$ 3,742.26
STI073	41	RD152210IN 10' IN-Rec Shade	EA	\$ 4,534.00	3%	\$ 4,397.98
STI074	41	RD152510IN 10' IN-Rec Shade	EA	\$ 4,657.00	3%	\$ 4,517.29
STI075	41	RD182010IN 10' IN-Rec Shade	EA	\$ 4,538.00	3%	\$ 4,401.86
STI076	41	RD182410IN 10' IN-Rec Shade	EA	\$ 4,772.00	3%	\$ 4,628.84
STI077	41	RD182810IN 10' IN-Rec Shade	EA	\$ 5,206.00	3%	\$ 5,049.82
STI078	41	RD183210IN 10' IN-Rec Shade	EA	\$ 6,043.00	3%	\$ 5,861.71
STI079	41	RD183610IN 10' IN-Rec Shade	EA	\$ 6,308.00	3%	\$ 6,118.76
STI080	41	RD202410IN 10' IN-Rec Shade	EA	\$ 4,997.00	3%	\$ 4,847.09
STI081	41	RD202610IN 10' IN-Rec Shade	EA	\$ 5,088.00	3%	\$ 4,935.36
STI082	41	RD203010IN 10' IN-Rec Shade	EA	\$ 5,935.00	3%	\$ 5,756.95
STI083	41	RD203410IN 10' IN-Rec Shade	EA	\$ 6,514.00	3%	\$ 6,318.58
STI084	41	RD203810IN 10' IN-Rec Shade	EA	\$ 6,704.00	3%	\$ 6,502.88
STI085	41	RD242610IN 10' IN-Rec Shade	EA	\$ 6,034.00	3%	\$ 5,852.98
STI086	41	RD243010IN 10' IN-Rec Shade	EA	\$ 6,347.00	3%	\$ 6,156.59
STI087	41	RD243410IN 10' IN-Rec Shade	EA	\$ 7,115.00	3%	\$ 6,901.55
STI088	41	RD243810IN 10' IN-Rec Shade	EA	\$ 7,771.00	3%	\$ 7,537.87
STI089	41	RD244010IN 10' IN-Rec Shade	EA	\$ 7,772.00	3%	\$ 7,538.84
STI090	41	RD283010IN 10' IN-Rec Shade	EA	\$ 7,344.00	3%	\$ 7,123.68
STI091	41	RD283410IN 10' IN-Rec Shade	EA	\$ 8,168.00	3%	\$ 7,922.96
STI092	41	RD283810IN 10' IN-Rec Shade	EA	\$ 8,258.00	3%	\$ 8,010.26
STI093	41	RD284210IN 10' IN-Rec Shade	EA	\$ 8,564.00	3%	\$ 8,307.08
STI094	41	RD101212IN 12' IN-Rec Shade	EA	\$ 3,339.00	3%	\$ 3,238.83
STI095	41	RD101512IN 12' IN-Rec Shade	EA	\$ 3,453.00	3%	\$ 3,349.41
STI096	41	RD101812IN 12' IN-Rec Shade	EA	\$ 3,567.00	3%	\$ 3,459.99

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STI097	41	RD102012IN 12' IN-Rec Shade	EA	\$ 3,973.00	3%	\$ 3,853.81
STI098	41	RD131512IN 12' IN-Rec Shade	EA	\$ 3,528.00	3%	\$ 3,422.16
STI099	41	RD132012IN 12' IN-Rec Shade	EA	\$ 4,056.00	3%	\$ 3,934.32
STI100	41	RD152212IN 12' IN-Rec Shade	EA	\$ 4,800.00	3%	\$ 4,656.00
STI101	41	RD152512IN 12' IN-Rec Shade	EA	\$ 4,924.00	3%	\$ 4,776.28
STI102	41	RD182012IN 12' IN-Rec Shade	EA	\$ 4,806.00	3%	\$ 4,661.82
STI103	41	RD182412IN 12' IN-Rec Shade	EA	\$ 5,041.00	3%	\$ 4,889.77
STI104	41	RD182812IN 12' IN-Rec Shade	EA	\$ 5,474.00	3%	\$ 5,309.78
STI105	41	RD183212IN 12' IN-Rec Shade	EA	\$ 6,982.00	3%	\$ 6,772.54
STI106	41	RD183612IN 12' IN-Rec Shade	EA	\$ 7,245.00	3%	\$ 7,027.65
STI107	41	RD202412IN 12' IN-Rec Shade	EA	\$ 5,263.00	3%	\$ 5,105.11
STI108	41	RD202612IN 12' IN-Rec Shade	EA	\$ 5,352.00	3%	\$ 5,191.44
STI109	41	RD203012IN 12' IN-Rec Shade	EA	\$ 6,875.00	3%	\$ 6,668.75
STI110	41	RD203412IN 12' IN-Rec Shade	EA	\$ 7,453.00	3%	\$ 7,229.41
STI111	41	RD203812IN 12' IN-Rec Shade	EA	\$ 7,641.00	3%	\$ 7,411.77
STI112	41	RD242612IN 12' IN-Rec Shade	EA	\$ 6,970.00	3%	\$ 6,760.90
STI113	41	RD243012IN 12' IN-Rec Shade	EA	\$ 7,288.00	3%	\$ 7,069.36
STI114	41	RD243412IN 12' IN-Rec Shade	EA	\$ 8,795.00	3%	\$ 8,531.15
STI115	41	RD243812IN 12' IN-Rec Shade	EA	\$ 9,449.00	3%	\$ 9,165.53
STI116	41	RD244012IN 12' IN-Rec Shade	EA	\$ 9,433.00	3%	\$ 9,150.01
STI117	41	RD283012IN 12' IN-Rec Shade	EA	\$ 9,024.00	3%	\$ 8,753.28
STI118	41	RD283412IN 12' IN-Rec Shade	EA	\$ 9,848.00	3%	\$ 9,552.56
STI119	41	RD283812IN 12' IN-Rec Shade	EA	\$ 9,937.00	3%	\$ 9,638.89
STI120	41	RD284212IN 12' IN-Rec Shade	EA	\$ 10,142.00	3%	\$ 9,837.74
STI121	41	SU101008IN 8' IN-SU Shade	EA	\$ 2,444.00	3%	\$ 2,370.68
STI122	41	SU121208IN 8' IN-SU Shade	EA	\$ 2,679.00	3%	\$ 2,598.63
STI123	41	SU141408IN 8' IN-SU Shade	EA	\$ 2,996.00	3%	\$ 2,906.12
STI124	41	SU161608IN 8' IN-SU Shade	EA	\$ 3,615.00	3%	\$ 3,506.55
STI125	41	SU181808IN 8' IN-SU Shade	EA	\$ 3,869.00	3%	\$ 3,752.93
STI126	41	SU202008IN 8' IN-SU Shade	EA	\$ 4,593.00	3%	\$ 4,455.21
STI127	41	SU222208IN 8' IN-SU Shade	EA	\$ 5,808.00	3%	\$ 5,633.76
STI128	41	SU242408IN 8' IN-SU Shade	EA	\$ 7,000.00	3%	\$ 6,790.00
STI129	41	SU101010IN 10' IN-SU Shade	EA	\$ 2,660.00	3%	\$ 2,580.20
STI130	41	SU121210IN 10' IN-SU Shade	EA	\$ 2,703.00	3%	\$ 2,621.91
STI131	41	SU141410IN 10' IN-SU Shade	EA	\$ 3,113.00	3%	\$ 3,019.61
STI132	41	SU161610IN 10' IN-SU Shade	EA	\$ 3,696.00	3%	\$ 3,585.12
STI133	41	SU181810IN 10' IN-SU Shade	EA	\$ 3,947.00	3%	\$ 3,828.59
STI134	41	SU202010IN 10' IN-SU Shade	EA	\$ 4,671.00	3%	\$ 4,530.87
STI135	41	SU222210IN 10' IN-SU Shade	EA	\$ 5,957.00	3%	\$ 5,778.29
STI136	41	SU242410IN 10' IN-SU Shade	EA	\$ 7,121.00	3%	\$ 6,907.37
STI137	41	HD202008IN 8' IN-Hex Shade	EA	\$ 4,722.00	3%	\$ 4,580.34
STI138	41	HD242408IN 8' IN-Hex Shade	EA	\$ 6,253.00	3%	\$ 6,065.41
STI139	41	HD262608IN 8' IN-Hex Shade	EA	\$ 6,666.00	3%	\$ 6,466.02
STI140	41	HD282808IN 8' IN-Hex Shade	EA	\$ 7,551.00	3%	\$ 7,324.47

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STI141	41	HD303008IN 8' IN-Hex Shade	EA	\$ 8,066.00	3%	\$ 7,824.02
STI142	41	HD343408IN 8' IN-Hex Shade	EA	\$ 8,604.00	3%	\$ 8,345.88
STI143	41	HD383808IN 8' IN-Hex Shade	EA	\$ 10,441.00	3%	\$ 10,127.77
STI144	41	HD404008IN 8' IN-Hex Shade	EA	\$ 11,202.00	3%	\$ 10,865.94
STI145	41	HD202010IN 10' IN-Hex Shade	EA	\$ 5,535.00	3%	\$ 5,368.95
STI146	41	HD242410IN 10' IN-Hex Shade	EA	\$ 7,394.00	3%	\$ 7,172.18
STI147	41	HD262610IN 10' IN-Hex Shade	EA	\$ 7,810.00	3%	\$ 7,575.70
STI148	41	HD282810IN 10' IN-Hex Shade	EA	\$ 8,129.00	3%	\$ 7,885.13
STI149	41	HD303010IN 10' IN-Hex Shade	EA	\$ 8,646.00	3%	\$ 8,386.62
STI150	41	HD343410IN 10' IN-Hex Shade	EA	\$ 10,083.00	3%	\$ 9,780.51
STI151	41	HD383810IN 10' IN-Hex Shade	EA	\$ 11,048.00	3%	\$ 10,716.56
STI152	41	HD404010IN 10' IN-Hex Shade	EA	\$ 11,810.00	3%	\$ 11,455.70
STI153	41	HD202012IN 12' IN-Hex Shade	EA	\$ 5,827.00	3%	\$ 5,652.19
STI154	41	HD242412IN 12' IN-Hex Shade	EA	\$ 7,793.00	3%	\$ 7,559.21
STI155	41	HD262612IN 12' IN-Hex Shade	EA	\$ 8,209.00	3%	\$ 7,962.73
STI156	41	HD282812IN 12' IN-Hex Shade	EA	\$ 9,644.00	3%	\$ 9,354.68
STI157	41	HD303012IN 12' IN-Hex Shade	EA	\$ 10,159.00	3%	\$ 9,854.23
STI158	41	HD343412IN 12' IN-Hex Shade	EA	\$ 12,611.00	3%	\$ 12,232.67
STI159	41	HD383812IN 12' IN-Hex Shade	EA	\$ 13,577.00	3%	\$ 13,169.69
STI160	41	HD404012IN 12' IN-Hex Shade	EA	\$ 14,341.00	3%	\$ 13,910.77
STI161	41	HU101008IN 8' IN-H1U Shade	EA	\$ 2,353.00	3%	\$ 2,282.41
STI162	41	HU121208IN 8' IN-H1U Shade	EA	\$ 2,643.00	3%	\$ 2,563.71
STI163	41	HU141408IN 8' IN-H1U Shade	EA	\$ 2,791.00	3%	\$ 2,707.27
STI164	41	HU161608IN 8' IN-H1U Shade	EA	\$ 2,995.00	3%	\$ 2,905.15
STI165	41	HU181808IN 8' IN-H1U Shade	EA	\$ 3,836.00	3%	\$ 3,720.92
STI166	41	HU202008IN 8' IN-H1U Shade	EA	\$ 4,857.00	3%	\$ 4,711.29
STI167	41	HU222208IN 8' IN-H1U Shade	EA	\$ 5,389.00	3%	\$ 5,227.33
STI168	41	HU242408IN 8' IN-H1U Shade	EA	\$ 5,795.00	3%	\$ 5,621.15
STI169	41	HU252508IN 8' IN-H1U Shade	EA	\$ 6,823.00	3%	\$ 6,618.31
STI170	41	HU272708IN 8' IN-H1U Shade	EA	\$ 7,266.00	3%	\$ 7,048.02
STI171	41	HU101010IN 10' IN-H1U Shade	EA	\$ 2,484.00	3%	\$ 2,409.48
STI172	41	HU121210IN 10' IN-H1U Shade	EA	\$ 2,680.00	3%	\$ 2,599.60
STI173	41	HU141410IN 10' IN-H1U Shade	EA	\$ 2,941.00	3%	\$ 2,852.77
STI174	41	HU161610IN 10' IN-H1U Shade	EA	\$ 3,211.00	3%	\$ 3,114.67
STI175	41	HU181810IN 10' IN-H1U Shade	EA	\$ 3,901.00	3%	\$ 3,783.97
STI176	41	HU202010IN 10' IN-H1U Shade	EA	\$ 5,251.00	3%	\$ 5,093.47
STI177	41	HU222210IN 10' IN-H1U Shade	EA	\$ 5,510.00	3%	\$ 5,344.70
STI178	41	HU242410IN 10' IN-H1U Shade	EA	\$ 5,946.00	3%	\$ 5,767.62
STI179	41	HU252510IN 10' IN-H1U Shade	EA	\$ 7,375.00	3%	\$ 7,153.75
STI180	41	HU272710IN 10' IN-H1U Shade	EA	\$ 7,387.00	3%	\$ 7,165.39
STI181	41	RU161208IN 8' IN-R2U Shade	EA	\$ 3,146.00	3%	\$ 3,051.62
STI182	41	RU181208IN 8' IN-R2U Shade	EA	\$ 3,768.00	3%	\$ 3,654.96
STI183	41	RU201008IN 8' IN-R2U Shade	EA	\$ 3,799.00	3%	\$ 3,685.03
STI184	41	RU201208IN 8' IN-R2U Shade	EA	\$ 3,808.00	3%	\$ 3,693.76

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STI185	41	RU201408IN 8' IN-R2U Shade	EA	\$ 3,904.00	3%	\$ 3,786.88
STI186	41	RU241408IN 8' IN-R2U Shade	EA	\$ 4,256.00	3%	\$ 4,128.32
STI187	41	RU161210IN 10' IN-R2U Shade	EA	\$ 3,492.00	3%	\$ 3,387.24
STI188	41	RU181210IN 10' IN-R2U Shade	EA	\$ 3,878.00	3%	\$ 3,761.66
STI189	41	RU201010IN 10' IN-R2U Shade	EA	\$ 3,925.00	3%	\$ 3,807.25
STI190	41	RU201210IN 10' IN-R2U Shade	EA	\$ 4,213.00	3%	\$ 4,086.61
STI191	41	RU201410IN 10' IN-R2U Shade	EA	\$ 4,306.00	3%	\$ 4,176.82
STI192	41	RU241410IN 10' IN-R2U Shade	EA	\$ 4,384.00	3%	\$ 4,252.48
STI193	41	CU080808IN 8' IN-CTU Shade	EA	\$ 2,834.00	3%	\$ 2,748.98
STI194	41	CU101008IN 8' IN-CTU Shade	EA	\$ 2,967.00	3%	\$ 2,877.99
STI195	41	CU121208IN 8' IN-CTU Shade	EA	\$ 3,212.00	3%	\$ 3,115.64
STI196	41	CU141408IN 8' IN-CTU Shade	EA	\$ 3,520.00	3%	\$ 3,414.40
STI197	41	CU151508IN 8' IN-CTU Shade	EA	\$ 3,701.00	3%	\$ 3,589.97
STI198	41	CU161608IN 8' IN-CTU Shade	EA	\$ 3,709.00	3%	\$ 3,597.73
STI199	41	CU181808IN 8' IN-CTU Shade	EA	\$ 4,305.00	3%	\$ 4,175.85
STI200	41	CU202008IN 8' IN-CTU Shade	EA	\$ 4,758.00	3%	\$ 4,615.26
STI201	41	CU080810IN 10' IN-CTU Shade	EA	\$ 2,863.00	3%	\$ 2,777.11
STI202	41	CU101010IN 10' IN-CTU Shade	EA	\$ 3,009.00	3%	\$ 2,918.73
STI203	41	CU121210IN 10' IN-CTU Shade	EA	\$ 3,266.00	3%	\$ 3,168.02
STI204	41	CU141410IN 10' IN-CTU Shade	EA	\$ 3,586.00	3%	\$ 3,478.42
STI205	41	CU151510IN 10' IN-CTU Shade	EA	\$ 3,761.00	3%	\$ 3,648.17
STI206	41	CU161610IN 10' IN-CTU Shade	EA	\$ 3,914.00	3%	\$ 3,796.58
STI207	41	CU181810IN 10' IN-CTU Shade	EA	\$ 4,409.00	3%	\$ 4,276.73
STI208	41	CU202010IN 10' IN-CTU Shade	EA	\$ 4,901.00	3%	\$ 4,753.97
STI209	41	CU080812IN 12' IN-CTU Shade	EA	\$ 2,996.00	3%	\$ 2,906.12
STI210	41	CU101012IN 12' IN-CTU Shade	EA	\$ 3,146.00	3%	\$ 3,051.62
STI211	41	CU121212IN 12' IN-CTU Shade	EA	\$ 3,393.00	3%	\$ 3,291.21
STI212	41	CU141412IN 12' IN-CTU Shade	EA	\$ 3,652.00	3%	\$ 3,542.44
STI213	41	CU151512IN 12' IN-CTU Shade	EA	\$ 3,989.00	3%	\$ 3,869.33
STI214	41	CU161612IN 12' IN-CTU Shade	EA	\$ 3,993.00	3%	\$ 3,873.21
STI215	41	CU181812IN 12' IN-CTU Shade	EA	\$ 4,513.00	3%	\$ 4,377.61
STI216	41	CU202012IN 12' IN-CTU Shade	EA	\$ 5,048.00	3%	\$ 4,896.56
STI217	41	RC201809IN 9' IN-CT Shade	EA	\$ 6,411.00	3%	\$ 6,218.67
STI218	41	RC271809IN 9' IN-CT Shade	EA	\$ 6,847.00	3%	\$ 6,641.59
STI219	41	RC201810IN 10' IN-CT Shade	EA	\$ 6,847.00	3%	\$ 6,641.59
STI220	41	RC271810IN 10' IN-CT Shade	EA	\$ 7,009.00	3%	\$ 6,798.73
STI262	41	RD253014IN 14' IN-Rec-H	EA	\$ 8,346.00	3%	\$ 8,095.62
STI263	41	RD303514IN 14' IN-Rec-H	EA	\$ 11,416.00	3%	\$ 11,073.52
STI264	41	RD304014IN 14' IN-Rec-H	EA	\$ 12,922.00	3%	\$ 12,534.34
STI265	41	SD303014IN 14' IN-Sq-H	EA	\$ 9,429.00	3%	\$ 9,146.13
STI266	41	RD253014IN 14' IN-Rec	EA	\$ 8,346.00	3%	\$ 8,095.62
STI267	41	RD303514IN 14' IN-Rec	EA	\$ 11,416.00	3%	\$ 11,073.52
STI268	41	RD304014IN 14' IN-Rec	EA	\$ 12,922.00	3%	\$ 12,534.34
STI269	41	SD303014IN 14' IN-Sq	EA	\$ 9,627.00	3%	\$ 9,338.19

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STM001	41	SD101008SN 8' SM-Sq Shade	EA	\$ 2,976.00	3%	\$ 2,886.72
STM002	41	SD121208SN 8' SM-Sq Shade	EA	\$ 3,112.00	3%	\$ 3,018.64
STM003	41	SD141408SN 8' SM-Sq Shade	EA	\$ 3,247.00	3%	\$ 3,149.59
STM004	41	SD161608SN 8' SM-Sq Shade	EA	\$ 3,718.00	3%	\$ 3,606.46
STM005	41	SD181808SN 8' SM-Sq Shade	EA	\$ 4,013.00	3%	\$ 3,892.61
STM006	41	SD202008SN 8' SM-Sq Shade	EA	\$ 4,369.00	3%	\$ 4,237.93
STM007	41	SD222208SN 8' SM-Sq Shade	EA	\$ 4,520.00	3%	\$ 4,384.40
STM008	41	SD242408SN 8' SM-Sq Shade	EA	\$ 5,849.00	3%	\$ 5,673.53
STM009	41	SD262608SN 8' SM-Sq Shade	EA	\$ 6,434.00	3%	\$ 6,240.98
STM010	41	SD282808SN 8' SM-Sq Shade	EA	\$ 6,611.00	3%	\$ 6,412.67
STM011	41	SD303008SN 8' SM-Sq Shade	EA	\$ 7,194.00	3%	\$ 6,978.18
STM012	41	SD343408SN 8' SM-Sq Shade	EA	\$ 9,748.00	3%	\$ 9,455.56
STM013	41	SD363608SN 8' SM-Sq Shade	EA	\$ 10,186.00	3%	\$ 9,880.42
STM014	41	SD383808SN 8' SM-Sq Shade	EA	\$ 12,080.00	3%	\$ 11,717.60
STM015	41	SD101010SN 10' SM-Sq Shade	EA	\$ 3,351.00	3%	\$ 3,250.47
STM016	41	SD121210SN 10' SM-Sq Shade	EA	\$ 3,489.00	3%	\$ 3,384.33
STM017	41	SD141410SN 10' SM-Sq Shade	EA	\$ 3,624.00	3%	\$ 3,515.28
STM018	41	SD161610SN 10' SM-Sq Shade	EA	\$ 4,096.00	3%	\$ 3,973.12
STM019	41	SD181810SN 10' SM-Sq Shade	EA	\$ 4,800.00	3%	\$ 4,656.00
STM020	41	SD202010SN 10' SM-Sq Shade	EA	\$ 5,152.00	3%	\$ 4,997.44
STM021	41	SD222210SN 10' SM-Sq Shade	EA	\$ 5,302.00	3%	\$ 5,142.94
STM022	41	SD242410SN 10' SM-Sq Shade	EA	\$ 6,287.00	3%	\$ 6,098.39
STM023	41	SD262610SN 10' SM-Sq Shade	EA	\$ 6,868.00	3%	\$ 6,661.96
STM024	41	SD282810SN 10' SM-Sq Shade	EA	\$ 7,049.00	3%	\$ 6,837.53
STM025	41	SD303010SN 10' SM-Sq Shade	EA	\$ 8,384.00	3%	\$ 8,132.48
STM026	41	SD343410SN 10' SM-Sq Shade	EA	\$ 10,167.00	3%	\$ 9,861.99
STM027	41	SD363610SN 10' SM-Sq Shade	EA	\$ 12,441.00	3%	\$ 12,067.77
STM028	41	SD383810SN 10' SM-Sq Shade	EA	\$ 12,672.00	3%	\$ 12,291.84
STM029	41	SD161612SN 12' SM-Sq Shade	EA	\$ 4,299.00	3%	\$ 4,170.03
STM030	41	SD181812SN 12' SM-Sq Shade	EA	\$ 5,073.00	3%	\$ 4,920.81
STM031	41	SD202012SN 12' SM-Sq Shade	EA	\$ 5,427.00	3%	\$ 5,264.19
STM032	41	SD222212SN 12' SM-Sq Shade	EA	\$ 5,577.00	3%	\$ 5,409.69
STM033	41	SD242412SN 12' SM-Sq Shade	EA	\$ 7,498.00	3%	\$ 7,273.06
STM034	41	SD262612SN 12' SM-Sq Shade	EA	\$ 8,080.00	3%	\$ 7,837.60
STM035	41	SD282812SN 12' SM-Sq Shade	EA	\$ 8,259.00	3%	\$ 8,011.23
STM036	41	SD303012SN 12' SM-Sq Shade	EA	\$ 10,763.00	3%	\$ 10,440.11
STM037	41	SD343412SN 12' SM-Sq Shade	EA	\$ 12,701.00	3%	\$ 12,319.97
STM038	41	SD363612SN 12' SM-Sq Shade	EA	\$ 13,140.00	3%	\$ 12,745.80
STM039	41	SD383812SN 12' SM-Sq Shade	EA	\$ 14,140.00	3%	\$ 13,715.80
STM040	41	RD101208SN 8' SM-Rec Shade	EA	\$ 3,060.00	3%	\$ 2,968.20
STM041	41	RD101508SN 8' SM-Rec Shade	EA	\$ 3,177.00	3%	\$ 3,081.69
STM042	41	RD101808SN 8' SM-Rec Shade	EA	\$ 3,295.00	3%	\$ 3,196.15
STM043	41	RD102008SN 8' SM-Rec Shade	EA	\$ 3,712.00	3%	\$ 3,600.64
STM044	41	RD131508SN 8' SM-Rec Shade	EA	\$ 3,258.00	3%	\$ 3,160.26

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
STM045	41	RD132008SN 8' SM-Rec Shade	EA	\$ 3,800.00	3%	\$ 3,686.00
STM046	41	RD152208SN 8' SM-Rec Shade	EA	\$ 4,085.00	3%	\$ 3,962.45
STM047	41	RD152508SN 8' SM-Rec Shade	EA	\$ 4,216.00	3%	\$ 4,089.52
STM048	41	RD182008SN 8' SM-Rec Shade	EA	\$ 4,096.00	3%	\$ 3,973.12
STM049	41	RD182408SN 8' SM-Rec Shade	EA	\$ 4,338.00	3%	\$ 4,207.86
STM050	41	RD182808SN 8' SM-Rec Shade	EA	\$ 4,783.00	3%	\$ 4,639.51
STM051	41	RD183208SN 8' SM-Rec Shade	EA	\$ 5,960.00	3%	\$ 5,781.20
STM052	41	RD183608SN 8' SM-Rec Shade	EA	\$ 6,236.00	3%	\$ 6,048.92
STM053	41	RD202408SN 8' SM-Rec Shade	EA	\$ 4,565.00	3%	\$ 4,428.05
STM054	41	RD202608SN 8' SM-Rec Shade	EA	\$ 4,657.00	3%	\$ 4,517.29
STM055	41	RD203008SN 8' SM-Rec Shade	EA	\$ 5,850.00	3%	\$ 5,674.50
STM056	41	RD203408SN 8' SM-Rec Shade	EA	\$ 6,448.00	3%	\$ 6,254.56
STM057	41	RD203808SN 8' SM-Rec Shade	EA	\$ 6,641.00	3%	\$ 6,441.77
STM058	41	RD242608SN 8' SM-Rec Shade	EA	\$ 5,953.00	3%	\$ 5,774.41
STM059	41	RD243008SN 8' SM-Rec Shade	EA	\$ 6,277.00	3%	\$ 6,088.69
STM060	41	RD243408SN 8' SM-Rec Shade	EA	\$ 6,561.00	3%	\$ 6,364.17
STM061	41	RD243808SN 8' SM-Rec Shade	EA	\$ 7,236.00	3%	\$ 7,018.92
STM062	41	RD244008SN 8' SM-Rec Shade	EA	\$ 7,344.00	3%	\$ 7,123.68
STM063	41	RD283008SN 8' SM-Rec Shade	EA	\$ 6,797.00	3%	\$ 6,593.09
STM064	41	RD283408SN 8' SM-Rec Shade	EA	\$ 7,633.00	3%	\$ 7,404.01
STM065	41	RD283808SN 8' SM-Rec Shade	EA	\$ 8,492.00	3%	\$ 8,237.24
STM066	41	RD284208SN 8' SM-Rec Shade	EA	\$ 8,706.00	3%	\$ 8,444.82
STM067	41	RD101210SN 10' SM-Rec Shade	EA	\$ 3,439.00	3%	\$ 3,335.83
STM068	41	RD101510SN 10' SM-Rec Shade	EA	\$ 3,555.00	3%	\$ 3,448.35
STM069	41	RD101810SN 10' SM-Rec Shade	EA	\$ 3,673.00	3%	\$ 3,562.81
STM070	41	RD102010SN 10' SM-Rec Shade	EA	\$ 4,092.00	3%	\$ 3,969.24
STM071	41	RD131510SN 10' SM-Rec Shade	EA	\$ 3,635.00	3%	\$ 3,525.95
STM072	41	RD132010SN 10' SM-Rec Shade	EA	\$ 4,178.00	3%	\$ 4,052.66
STM073	41	RD152210SN 10' SM-Rec Shade	EA	\$ 4,871.00	3%	\$ 4,724.87
STM074	41	RD152510SN 10' SM-Rec Shade	EA	\$ 5,002.00	3%	\$ 4,851.94
STM075	41	RD182010SN 10' SM-Rec Shade	EA	\$ 4,881.00	3%	\$ 4,734.57
STM076	41	RD182410SN 10' SM-Rec Shade	EA	\$ 5,121.00	3%	\$ 4,967.37
STM077	41	RD182810SN 10' SM-Rec Shade	EA	\$ 5,563.00	3%	\$ 5,396.11
STM078	41	RD183210SN 10' SM-Rec Shade	EA	\$ 6,399.00	3%	\$ 6,207.03
STM079	41	RD183610SN 10' SM-Rec Shade	EA	\$ 6,672.00	3%	\$ 6,471.84
STM080	41	RD202410SN 10' SM-Rec Shade	EA	\$ 5,351.00	3%	\$ 5,190.47
STM081	41	RD202610SN 10' SM-Rec Shade	EA	\$ 5,442.00	3%	\$ 5,278.74
STM082	41	RD203010SN 10' SM-Rec Shade	EA	\$ 6,288.00	3%	\$ 6,099.36
STM083	41	RD203410SN 10' SM-Rec Shade	EA	\$ 6,885.00	3%	\$ 6,678.45
STM084	41	RD203810SN 10' SM-Rec Shade	EA	\$ 7,081.00	3%	\$ 6,868.57
STM085	41	RD242610SN 10' SM-Rec Shade	EA	\$ 6,389.00	3%	\$ 6,197.33
STM086	41	RD243010SN 10' SM-Rec Shade	EA	\$ 6,714.00	3%	\$ 6,512.58
STM087	41	RD243410SN 10' SM-Rec Shade	EA	\$ 7,751.00	3%	\$ 7,518.47
STM088	41	RD243810SN 10' SM-Rec Shade	EA	\$ 8,425.00	3%	\$ 8,172.25

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STM089	41	RD244010SN 10' SM-Rec Shade	EA	\$ 8,426.00	3%	\$ 8,173.22
STM090	41	RD283010SN 10' SM-Rec Shade	EA	\$ 7,985.00	3%	\$ 7,745.45
STM091	41	RD283410SN 10' SM-Rec Shade	EA	\$ 8,821.00	3%	\$ 8,556.37
STM092	41	RD283810SN 10' SM-Rec Shade	EA	\$ 8,913.00	3%	\$ 8,645.61
STM093	41	RD284210SN 10' SM-Rec Shade	EA	\$ 9,228.00	3%	\$ 8,951.16
STM094	41	RD101212SN 12' SM-Rec Shade	EA	\$ 3,641.00	3%	\$ 3,531.77
STM095	41	RD101512SN 12' SM-Rec Shade	EA	\$ 3,760.00	3%	\$ 3,647.20
STM096	41	RD101812SN 12' SM-Rec Shade	EA	\$ 3,878.00	3%	\$ 3,761.66
STM097	41	RD102012SN 12' SM-Rec Shade	EA	\$ 4,295.00	3%	\$ 4,166.15
STM098	41	RD131512SN 12' SM-Rec Shade	EA	\$ 3,838.00	3%	\$ 3,722.86
STM099	41	RD132012SN 12' SM-Rec Shade	EA	\$ 4,378.00	3%	\$ 4,246.66
STM100	41	RD152212SN 12' SM-Rec Shade	EA	\$ 5,147.00	3%	\$ 4,992.59
STM101	41	RD152512SN 12' SM-Rec Shade	EA	\$ 5,276.00	3%	\$ 5,117.72
STM102	41	RD182012SN 12' SM-Rec Shade	EA	\$ 5,154.00	3%	\$ 4,999.38
STM103	41	RD182412SN 12' SM-Rec Shade	EA	\$ 5,395.00	3%	\$ 5,233.15
STM104	41	RD182812SN 12' SM-Rec Shade	EA	\$ 5,840.00	3%	\$ 5,664.80
STM105	41	RD183212SN 12' SM-Rec Shade	EA	\$ 7,614.00	3%	\$ 7,385.58
STM106	41	RD183612SN 12' SM-Rec Shade	EA	\$ 7,885.00	3%	\$ 7,648.45
STM107	41	RD202412SN 12' SM-Rec Shade	EA	\$ 5,623.00	3%	\$ 5,454.31
STM108	41	RD202612SN 12' SM-Rec Shade	EA	\$ 5,716.00	3%	\$ 5,544.52
STM109	41	RD203012SN 12' SM-Rec Shade	EA	\$ 7,500.00	3%	\$ 7,275.00
STM110	41	RD203412SN 12' SM-Rec Shade	EA	\$ 8,098.00	3%	\$ 7,855.06
STM111	41	RD203812SN 12' SM-Rec Shade	EA	\$ 8,293.00	3%	\$ 8,044.21
STM112	41	RD242612SN 12' SM-Rec Shade	EA	\$ 7,604.00	3%	\$ 7,375.88
STM113	41	RD243012SN 12' SM-Rec Shade	EA	\$ 7,926.00	3%	\$ 7,688.22
STM114	41	RD243412SN 12' SM-Rec Shade	EA	\$ 10,130.00	3%	\$ 9,826.10
STM115	41	RD243812SN 12' SM-Rec Shade	EA	\$ 10,806.00	3%	\$ 10,481.82
STM116	41	RD244012SN 12' SM-Rec Shade	EA	\$ 10,788.00	3%	\$ 10,464.36
STM117	41	RD283012SN 12' SM-Rec Shade	EA	\$ 10,366.00	3%	\$ 10,055.02
STM118	41	RD283412SN 12' SM-Rec Shade	EA	\$ 11,202.00	3%	\$ 10,865.94
STM119	41	RD283812SN 12' SM-Rec Shade	EA	\$ 11,294.00	3%	\$ 10,955.18
STM120	41	RD284212SN 12' SM-Rec Shade	EA	\$ 11,503.00	3%	\$ 11,157.91
STM121	41	SU101008SN 8' SM-SU Shade	EA	\$ 2,569.00	3%	\$ 2,491.93
STM122	41	SU121208SN 8' SM-SU Shade	EA	\$ 2,810.00	3%	\$ 2,725.70
STM123	41	SU141408SN 8' SM-SU Shade	EA	\$ 3,138.00	3%	\$ 3,043.86
STM124	41	SU161608SN 8' SM-SU Shade	EA	\$ 3,768.00	3%	\$ 3,654.96
STM125	41	SU181808SN 8' SM-SU Shade	EA	\$ 4,092.00	3%	\$ 3,969.24
STM126	41	SU202008SN 8' SM-SU Shade	EA	\$ 4,837.00	3%	\$ 4,691.89
STM127	41	SU222208SN 8' SM-SU Shade	EA	\$ 6,250.00	3%	\$ 6,062.50
STM128	41	SU242408SN 8' SM-SU Shade	EA	\$ 7,477.00	3%	\$ 7,252.69
STM129	41	SU101010SN 10' SM-SU Shade	EA	\$ 2,791.00	3%	\$ 2,707.27
STM130	41	SU121210SN 10' SM-SU Shade	EA	\$ 2,835.00	3%	\$ 2,749.95
STM131	41	SU141410SN 10' SM-SU Shade	EA	\$ 3,259.00	3%	\$ 3,161.23
STM132	41	SU161610SN 10' SM-SU Shade	EA	\$ 3,850.00	3%	\$ 3,734.50

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STM133	41	SU181810SN 10' SM-SU Shade	EA	\$ 4,169.00	3%	\$ 4,043.93
STM134	41	SU202010SN 10' SM-SU Shade	EA	\$ 4,919.00	3%	\$ 4,771.43
STM135	41	SU222210SN 10' SM-SU Shade	EA	\$ 6,406.00	3%	\$ 6,213.82
STM136	41	SU242410SN 10' SM-SU Shade	EA	\$ 7,598.00	3%	\$ 7,370.06
STM137	41	HD202008SN 8' SM-Hx Shade	EA	\$ 5,412.00	3%	\$ 5,249.64
STM138	41	HD242408SN 8' SM-Hx Shade	EA	\$ 6,746.00	3%	\$ 6,543.62
STM139	41	HD262608SN 8' SM-Hx Shade	EA	\$ 7,171.00	3%	\$ 6,955.87
STM140	41	HD282808SN 8' SM-Hx Shade	EA	\$ 8,080.00	3%	\$ 7,837.60
STM141	41	HD303008SN 8' SM-Hx Shade	EA	\$ 8,612.00	3%	\$ 8,353.64
STM142	41	HD343408SN 8' SM-Hx Shade	EA	\$ 9,166.00	3%	\$ 8,891.02
STM143	41	HD383808SN 8' SM-Hx Shade	EA	\$ 11,059.00	3%	\$ 10,727.23
STM144	41	HD404008SN 8' SM-Hx Shade	EA	\$ 11,802.00	3%	\$ 11,447.94
STM145	41	HD202010SN 10' SM-Hx Shade	EA	\$ 6,008.00	3%	\$ 5,827.76
STM146	41	HD242410SN 10' SM-Hx Shade	EA	\$ 7,920.00	3%	\$ 7,682.40
STM147	41	HD262610SN 10' SM-Hx Shade	EA	\$ 8,349.00	3%	\$ 8,098.53
STM148	41	HD282810SN 10' SM-Hx Shade	EA	\$ 8,678.00	3%	\$ 8,417.66
STM149	41	HD303010SN 10' SM-Hx Shade	EA	\$ 9,209.00	3%	\$ 8,932.73
STM150	41	HD343410SN 10' SM-Hx Shade	EA	\$ 10,652.00	3%	\$ 10,332.44
STM151	41	HD383810SN 10' SM-Hx Shade	EA	\$ 11,645.00	3%	\$ 11,295.65
STM152	41	HD404010SN 10' SM-Hx Shade	EA	\$ 12,796.00	3%	\$ 12,412.12
STM153	41	HD202012SN 12' SM-Hx Shade	EA	\$ 6,309.00	3%	\$ 6,119.73
STM154	41	HD242412SN 12' SM-Hx Shade	EA	\$ 8,331.00	3%	\$ 8,081.07
STM155	41	HD262612SN 12' SM-Hx Shade	EA	\$ 8,759.00	3%	\$ 8,496.23
STM156	41	HD282812SN 12' SM-Hx Shade	EA	\$ 10,240.00	3%	\$ 9,932.80
STM157	41	HD303012SN 12' SM-Hx Shade	EA	\$ 10,767.00	3%	\$ 10,443.99
STM158	41	HD343412SN 12' SM-Hx Shade	EA	\$ 13,621.00	3%	\$ 13,212.37
STM159	41	HD383812SN 12' SM-Hx Shade	EA	\$ 14,615.00	3%	\$ 14,176.55
STM160	41	HD404012SN 12' SM-Hx Shade	EA	\$ 16,377.00	3%	\$ 15,885.69
STM161	41	HU101008SN 8' SM-H1U Shade	EA	\$ 2,514.00	3%	\$ 2,438.58
STM162	41	HU121208SN 8' SM-H1U Shade	EA	\$ 2,774.00	3%	\$ 2,690.78
STM163	41	HU141408SN 8' SM-H1U Shade	EA	\$ 2,925.00	3%	\$ 2,837.25
STM164	41	HU161608SN 8' SM-H1U Shade	EA	\$ 3,134.00	3%	\$ 3,039.98
STM165	41	HU181808SN 8' SM-H1U Shade	EA	\$ 3,993.00	3%	\$ 3,873.21
STM166	41	HU202008SN 8' SM-H1U Shade	EA	\$ 5,107.00	3%	\$ 4,953.79
STM167	41	HU222208SN 8' SM-H1U Shade	EA	\$ 5,821.00	3%	\$ 5,646.37
STM168	41	HU242408SN 8' SM-H1U Shade	EA	\$ 6,239.00	3%	\$ 6,051.83
STM169	41	HU252508SN 8' SM-H1U Shade	EA	\$ 7,297.00	3%	\$ 7,078.09
STM170	41	HU272708SN 8' SM-H1U Shade	EA	\$ 7,814.00	3%	\$ 7,579.58
STM171	41	HU101010SN 10' SM-H1U Shade	EA	\$ 2,610.00	3%	\$ 2,531.70
STM172	41	HU121210SN 10' SM-H1U Shade	EA	\$ 2,812.00	3%	\$ 2,727.64
STM173	41	HU141410SN 10' SM-H1U Shade	EA	\$ 3,080.00	3%	\$ 2,987.60
STM174	41	HU161610SN 10' SM-H1U Shade	EA	\$ 3,349.00	3%	\$ 3,248.53
STM175	41	HU181810SN 10' SM-H1U Shade	EA	\$ 4,063.00	3%	\$ 3,941.11
STM176	41	HU202010SN 10' SM-H1U Shade	EA	\$ 5,675.00	3%	\$ 5,504.75

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc't	USC Net Price
STM177	41	HU222210SN 10' SM-H1U Shade	EA	\$ 5,942.00	3%	\$ 5,763.74
STM178	41	HU242410SN 10' SM-H1U Shade	EA	\$ 6,393.00	3%	\$ 6,201.21
STM179	41	HU252510SN 10' SM-H1U Shade	EA	\$ 7,928.00	3%	\$ 7,690.16
STM180	41	HU272710SN 10' SM-H1U Shade	EA	\$ 7,936.00	3%	\$ 7,697.92
STM181	41	RU161208SN 8' SM-R2U Shade	EA	\$ 3,344.00	3%	\$ 3,243.68
STM182	41	RU181208SN 8' SM-R2U Shade	EA	\$ 3,980.00	3%	\$ 3,860.60
STM183	41	RU201008SN 8' SM-R2U Shade	EA	\$ 4,013.00	3%	\$ 3,892.61
STM184	41	RU201208SN 8' SM-R2U Shade	EA	\$ 4,025.00	3%	\$ 3,904.25
STM185	41	RU201408SN 8' SM-R2U Shade	EA	\$ 4,123.00	3%	\$ 3,999.31
STM186	41	RU241408SN 8' SM-R2U Shade	EA	\$ 4,488.00	3%	\$ 4,353.36
STM187	41	RU161210SN 10' SM-R2U Shade	EA	\$ 3,699.00	3%	\$ 3,588.03
STM188	41	RU181210SN 10' SM-R2U Shade	EA	\$ 4,096.00	3%	\$ 3,973.12
STM189	41	RU201010SN 10' SM-R2U Shade	EA	\$ 4,145.00	3%	\$ 4,020.65
STM190	41	RU201210SN 10' SM-R2U Shade	EA	\$ 4,429.00	3%	\$ 4,296.13
STM191	41	RU201410SN 10' SM-R2U Shade	EA	\$ 4,524.00	3%	\$ 4,388.28
STM192	41	RU241410SN 10' SM-R2U Shade	EA	\$ 4,604.00	3%	\$ 4,465.88
STM193	41	CU080808SN 8' SM-CTU Shade	EA	\$ 2,951.00	3%	\$ 2,862.47
STM194	41	CU101008SN 8' SM-CTU Shade	EA	\$ 3,393.00	3%	\$ 3,291.21
STM195	41	CU121208SN 8' SM-CTU Shade	EA	\$ 3,639.00	3%	\$ 3,529.83
STM196	41	CU141408SN 8' SM-CTU Shade	EA	\$ 4,017.00	3%	\$ 3,896.49
STM197	41	CU151508SN 8' SM-CTU Shade	EA	\$ 3,842.00	3%	\$ 3,726.74
STM198	41	CU161608SN 8' SM-CTU Shade	EA	\$ 4,206.00	3%	\$ 4,079.82
STM199	41	CU181808SN 8' SM-CTU Shade	EA	\$ 4,405.00	3%	\$ 4,272.85
STM200	41	CU202008SN 8' SM-CTU Shade	EA	\$ 4,844.00	3%	\$ 4,698.68
STM201	41	CU080810SN 10' SM-CTU Shade	EA	\$ 2,980.00	3%	\$ 2,890.60
STM202	41	CU101010SN 10' SM-CTU Shade	EA	\$ 3,106.00	3%	\$ 3,012.82
STM203	41	CU121210SN 10' SM-CTU Shade	EA	\$ 3,413.00	3%	\$ 3,310.61
STM204	41	CU141410SN 10' SM-CTU Shade	EA	\$ 3,720.00	3%	\$ 3,608.40
STM205	41	CU151510SN 10' SM-CTU Shade	EA	\$ 3,903.00	3%	\$ 3,785.91
STM206	41	CU161610SN 10' SM-CTU Shade	EA	\$ 4,020.00	3%	\$ 3,899.40
STM207	41	CU181810SN 10' SM-CTU Shade	EA	\$ 4,509.00	3%	\$ 4,373.73
STM208	41	CU202010SN 10' SM-CTU Shade	EA	\$ 4,988.00	3%	\$ 4,838.36
STM209	41	CU080812SN 12' SM-CTU Shade	EA	\$ 3,094.00	3%	\$ 3,001.18
STM210	41	CU101012SN 12' SM-CTU Shade	EA	\$ 3,222.00	3%	\$ 3,125.34
STM211	41	CU121212SN 12' SM-CTU Shade	EA	\$ 3,526.00	3%	\$ 3,420.22
STM212	41	CU141412SN 12' SM-CTU Shade	EA	\$ 3,786.00	3%	\$ 3,672.42
STM213	41	CU151512SN 12' SM-CTU Shade	EA	\$ 4,096.00	3%	\$ 3,973.12
STM214	41	CU161612SN 12' SM-CTU Shade	EA	\$ 4,105.00	3%	\$ 3,981.85
STM215	41	CU181812SN 12' SM-CTU Shade	EA	\$ 4,614.00	3%	\$ 4,475.58
STM216	41	CU202012SN 12' SM-CTU Shade	EA	\$ 5,134.00	3%	\$ 4,979.98
STM217	41	RC201809SN 9' SM-CT Shade	EA	\$ 6,346.00	3%	\$ 6,155.62
STM218	41	RC271809SN 9' SM-CT Shade	EA	\$ 6,748.00	3%	\$ 6,545.56
STM219	41	RC201810SN 10' SM-CT Shade	EA	\$ 6,748.00	3%	\$ 6,545.56
STM220	41	RC271810SN 10' SM-CT Shade	EA	\$ 6,907.00	3%	\$ 6,699.79

GAMETIME SHADE STRUCTURES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
STM221	41	RD253014SN 14' SM-Rec	EA	\$ 8,311.00	3%	\$ 8,061.67
STM222	41	RD303514SN 14' SM-Rec	EA	\$ 11,657.00	3%	\$ 11,307.29
STM223	41	RD304014SN 14' SM-Rec	EA	\$ 13,163.00	3%	\$ 12,768.11
STM224	41	RD456014SN 14' SM-Rec	EA	\$ 47,274.00	3%	\$ 45,855.78
STM225	41	SD303014SN 14' SM-Sq	EA	\$ 10,192.00	3%	\$ 9,886.24
STM226	41	SD404014SN 14' SM-Sq	EA	\$ 18,655.00	3%	\$ 18,095.35
STM227	41	RD253014SN 14' SM-Rec-H	EA	\$ 8,311.00	3%	\$ 8,061.67
STM228	41	RD303514SN 14' SM-Rec-H	EA	\$ 11,657.00	3%	\$ 11,307.29
STM229	41	RD304014SN 14' SM-Rec-H	EA	\$ 13,163.00	3%	\$ 12,768.11
STM230	41	RD456014SN 14' SM-Rec-H	EA	\$ 47,274.00	3%	\$ 45,855.78
STM231	41	SD303014SN 14' SM-Sq-H	EA	\$ 10,192.00	3%	\$ 9,886.24
STM232	41	SD404014SN 14' SM-Sq-H	EA	\$ 18,655.00	3%	\$ 18,095.35
X13988	45	California Sealed Engineered Drawings	EA	\$ 850.00	0%	\$ 850.00

GTIMPAX 2020 OMNIA ENGINEERED WOOD FIBER NET PRICE LIST

12" Deep EWF - 12 ft. Critical Fall Height	List Price per C.Y.	OMNIA Price per C.Y.	OMNIA Price per C.Y.	S.F. Per Load	Delivery per Full Truck	Delivered Price per S.F.
Alabama	\$ 30.50	\$ 25.01	\$ 1.24	2,025	\$ 1,110.00	\$ 1.78
Arizona	\$ 35.40	\$ 29.03	\$ 1.43	2,025	\$ 920.00	\$ 1.89
Arkansas	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 1,380.00	\$ 1.99
California	\$ 41.40	\$ 33.95	\$ 1.68	2,025	\$ 1,190.00	\$ 2.26
Colorado	\$ 33.30	\$ 27.31	\$ 1.35	2,430	\$ 770.00	\$ 1.67
Connecticut	\$ 35.10	\$ 28.78	\$ 1.42	1,823	\$ 770.00	\$ 1.84
Delaware	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 800.00	\$ 1.70
District of Columbia	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 1,000.00	\$ 1.80
Florida	\$ 41.40	\$ 33.95	\$ 1.68	2,025	\$ 840.00	\$ 2.09
Georgia	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 2,140.00	\$ 2.27
Idaho	\$ 35.10	\$ 28.78	\$ 1.42	2,025	\$ 610.00	\$ 1.72
Illinois	\$ 29.90	\$ 24.52	\$ 1.21	1,620	\$ 730.00	\$ 1.66
Indiana	\$ 24.10	\$ 19.76	\$ 0.98	2,025	\$ 1,220.00	\$ 1.58
Iowa	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,680.00	\$ 2.04
Kansas	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 710.00	\$ 1.56
Kentucky	\$ 28.70	\$ 23.53	\$ 1.16	2,025	\$ 1,150.00	\$ 1.73
Louisiana	\$ 52.80	\$ 43.30	\$ 2.14	2,025	\$ 1,070.00	\$ 2.67
Maine	\$ 41.90	\$ 34.36	\$ 1.70	1,823	\$ 840.00	\$ 2.16
Maryland	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 690.00	\$ 1.55
Massachusetts	\$ 41.90	\$ 34.36	\$ 1.70	1,823	\$ 770.00	\$ 2.12
Michigan	\$ 31.00	\$ 25.42	\$ 1.26	2,025	\$ 1,070.00	\$ 1.78
Minnesota	\$ 31.00	\$ 25.42	\$ 1.26	2,025	\$ 1,070.00	\$ 1.78
Mississippi	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 840.00	\$ 1.72
Missouri	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 2,140.00	\$ 2.27
Montana	\$ 34.50	\$ 28.29	\$ 1.40	2,025	\$ 1,600.00	\$ 2.19
Nebraska	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 2,060.00	\$ 2.32
Nevada	\$ 41.40	\$ 33.95	\$ 1.68	2,025	\$ 770.00	\$ 2.06
New Hampshire	\$ 41.90	\$ 34.36	\$ 1.70	1,823	\$ 690.00	\$ 2.08
New Jersey	\$ 33.30	\$ 27.31	\$ 1.35	2,025	\$ 1,680.00	\$ 2.18
New Mexico	\$ 33.30	\$ 27.31	\$ 1.35	2,025	\$ 840.00	\$ 1.76
New York	\$ 33.90	\$ 27.80	\$ 1.37	2,025	\$ 690.00	\$ 1.71
North Carolina	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,530.00	\$ 1.97
North Dakota	\$ 36.80	\$ 30.18	\$ 1.49	2,025	\$ 730.00	\$ 1.85
Ohio	\$ 28.70	\$ 23.53	\$ 1.16	2,025	\$ 1,110.00	\$ 1.71
Oklahoma	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 1,070.00	\$ 1.83
Oregon	\$ 33.30	\$ 27.31	\$ 1.35	2,633	\$ 740.00	\$ 1.63
Pennsylvania	\$ 32.80	\$ 26.90	\$ 1.33	2,025	\$ 580.00	\$ 1.61
Rhode Island	\$ 41.90	\$ 34.36	\$ 1.70	1,823	\$ 1,070.00	\$ 2.28
South Carolina	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,530.00	\$ 1.97
South Dakota	\$ 33.30	\$ 27.31	\$ 1.35	2,025	\$ 770.00	\$ 1.73
Tennessee	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,110.00	\$ 1.76
Texas	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,220.00	\$ 1.81
Utah	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 1,150.00	\$ 1.87

GTIMPAX 2020 OMNIA ENGINEERED WOOD FIBER NET PRICE LIST

12" Deep EWF - 12 ft. Critical Fall Height	List Price per C.Y.	OMNIA Price per C.Y.	OMNIA Price per C.Y.	S.F. Per Load	Delivery per Full Truck	Delivered Price per S.F.
Vermont	\$ 41.90	\$ 34.36	\$ 1.70	1,823	\$ 920.00	\$ 2.20
Virginia	\$ 32.20	\$ 26.40	\$ 1.30	2,025	\$ 1,070.00	\$ 1.83
Washington	\$ 33.30	\$ 27.31	\$ 1.35	2,633	\$ 1,110.00	\$ 1.77
West Virginia	\$ 29.90	\$ 24.52	\$ 1.21	1,823	\$ 1,220.00	\$ 1.88
Wisconsin	\$ 29.90	\$ 24.52	\$ 1.21	2,025	\$ 1,680.00	\$ 2.04
Wyoming	\$ 33.30	\$ 27.31	\$ 1.35	2,025	\$ 1,600.00	\$ 2.14

Surfacing Accessories:

Description	Part No.	List Price	Net Price
Geo-Textile Fabric Separation Barrier 1,125 sq.ft. per roll	161291	\$ 330.00	\$ 270.60
Geo-Textile Fabric Separation Barrier 2,250 sq.ft. per roll	161290	\$ 659.00	\$ 540.38
Terraflow Drainage System 150 lin.ft. per roll	161294	\$ 458.00	\$ 375.56
Medium Duty Wear Mat 36"x36"x3/4"	209426	\$ 146.00	\$ 119.72
Heavy Duty Large Wear Mat 44"x48"x1"	161292	\$ 231.00	\$ 189.42

General Notes:

For 8" deep Engineered Wood Fiber Surfacing, multiply pricing times .668.

Site preparation, containment borders and sub-surface materials are specifically excluded.

When ordering Engineered Wood Fiber by the cubic yard (CY), add 20% for compaction.

Pricing per sq. ft. includes a 20% allowance for compaction.

Surfacing Accessories ship separately; pricing does not include delivery charges.

Sites must be accessible for truck-load delivery of materials.

For installation pricing, refer to GameTime Discount and Installation Charges schedule.

GTIMPAX 2020 6" RECYCLED SHREDDED RUBBER SAFETY SURFACING

12 ft. Critical Height Rating	List Price Per Truck Load	List Price Per Sq. Ft.	USC Price Per Truck Load	USC Price Per Sq. Ft.
Alabama	\$ 23,328.00	\$ 7.29	\$ 19,136.00	\$ 5.98
Arizona	\$ 27,488.00	\$ 8.59	\$ 22,528.00	\$ 7.04
Arkansas	\$ 23,168.00	\$ 7.24	\$ 19,008.00	\$ 5.94
California	\$ 28,256.00	\$ 8.83	\$ 23,168.00	\$ 7.24
Colorado	\$ 23,616.00	\$ 7.38	\$ 19,360.00	\$ 6.05
Connecticut	\$ 25,728.00	\$ 8.04	\$ 21,088.00	\$ 6.59
Delaware	\$ 25,120.00	\$ 7.85	\$ 20,608.00	\$ 6.44
District of Columbia	\$ 24,928.00	\$ 7.79	\$ 20,448.00	\$ 6.39
Florida	\$ 25,920.00	\$ 8.10	\$ 21,248.00	\$ 6.64
Georgia	\$ 23,648.00	\$ 7.39	\$ 19,392.00	\$ 6.06
Idaho	\$ 27,904.00	\$ 8.72	\$ 22,880.00	\$ 7.15
Illinois	\$ 21,440.00	\$ 6.70	\$ 17,568.00	\$ 5.49
Indiana	\$ 22,880.00	\$ 7.15	\$ 18,752.00	\$ 5.86
Iowa	\$ 23,360.00	\$ 7.30	\$ 19,168.00	\$ 5.99
Kansas	\$ 23,360.00	\$ 7.30	\$ 19,168.00	\$ 5.99
Kentucky	\$ 23,104.00	\$ 7.22	\$ 18,944.00	\$ 5.92
Louisiana	\$ 24,640.00	\$ 7.70	\$ 20,192.00	\$ 6.31
Maine	\$ 27,264.00	\$ 8.52	\$ 22,368.00	\$ 6.99
Maryland	\$ 24,288.00	\$ 7.59	\$ 19,904.00	\$ 6.22
Massachusetts	\$ 26,144.00	\$ 8.17	\$ 21,440.00	\$ 6.70
Michigan	\$ 23,808.00	\$ 7.44	\$ 19,520.00	\$ 6.10
Minnesota	\$ 24,000.00	\$ 7.50	\$ 19,680.00	\$ 6.15
Mississippi	\$ 23,808.00	\$ 7.44	\$ 19,520.00	\$ 6.10
Missouri	\$ 22,560.00	\$ 7.05	\$ 18,496.00	\$ 5.78
Montana	\$ 27,680.00	\$ 8.65	\$ 22,688.00	\$ 7.09
Nebraska	\$ 24,000.00	\$ 7.50	\$ 19,680.00	\$ 6.15
Nevada	\$ 28,032.00	\$ 8.76	\$ 22,976.00	\$ 7.18
New Hampshire	\$ 26,464.00	\$ 8.27	\$ 21,696.00	\$ 6.78
New Jersey	\$ 25,440.00	\$ 7.95	\$ 20,864.00	\$ 6.52
New Mexico	\$ 26,080.00	\$ 8.15	\$ 21,376.00	\$ 6.68
New York	\$ 25,440.00	\$ 7.95	\$ 20,864.00	\$ 6.52
North Carolina	\$ 24,288.00	\$ 7.59	\$ 19,904.00	\$ 6.22
North Dakota	\$ 25,632.00	\$ 8.01	\$ 21,024.00	\$ 6.57
Ohio	\$ 22,752.00	\$ 7.11	\$ 18,656.00	\$ 5.83

GTIMPAX 2020 6" RECYCLED SHREDDED RUBBER SAFETY SURFACING

12 ft. Critical Height Rating	List Price Per Truck Load	List Price Per Sq. Ft.	USC Price Per Truck Load	USC Price Per Sq. Ft.
Oklahoma	\$ 23,680.00	\$ 7.40	\$ 19,424.00	\$ 6.07
Oregon	\$ 30,176.00	\$ 9.43	\$ 24,736.00	\$ 7.73
Pennsylvania	\$ 24,640.00	\$ 7.70	\$ 20,192.00	\$ 6.31
Rhode Island	\$ 26,272.00	\$ 8.21	\$ 21,536.00	\$ 6.73
South Carolina	\$ 24,480.00	\$ 7.65	\$ 20,064.00	\$ 6.27
South Dakota	\$ 24,416.00	\$ 7.63	\$ 20,032.00	\$ 6.26
Tennessee	\$ 22,688.00	\$ 7.09	\$ 18,592.00	\$ 5.81
Texas	\$ 24,960.00	\$ 7.80	\$ 20,480.00	\$ 6.40
Utah	\$ 27,072.00	\$ 8.46	\$ 22,208.00	\$ 6.94
Vermont	\$ 26,336.00	\$ 8.23	\$ 21,600.00	\$ 6.75
Virginia	\$ 23,872.00	\$ 7.46	\$ 19,584.00	\$ 6.12
Washington	\$ 29,728.00	\$ 9.29	\$ 24,384.00	\$ 7.62
West Virginia	\$ 23,136.00	\$ 7.23	\$ 18,976.00	\$ 5.93
Wisconsin	\$ 23,808.00	\$ 7.44	\$ 19,520.00	\$ 6.10
Wyoming	\$ 25,824.00	\$ 8.07	\$ 21,184.00	\$ 6.62

Surfacing Accessories:

Description	Part No.	Unit	Commercial Price	USC Price
Geo-Textile Cloth (1,125 s.f.)	161291	Per Roll	\$ 341.00	\$ 279.62
Geo-Textile Cloth (2,250 s.f.)	161290	Per Roll	\$ 681.00	\$ 558.42
Terraflow Drainage (150 l.f.)	161294	Per Roll	\$ 473.00	\$ 387.86
Med Duty Wear Mat 36"x36"x3/4"	209426	Each	\$ 151.00	\$ 123.82
Heavy Duty Wear Mat 44"x48"x1"	161292	Each	\$ 239.00	\$ 195.98
4" X 4" x 8 ft Rubber Curbs		Each	\$ 74.00	\$ 60.68

General Notes:

The USC discount is 18% for 6" Recycled loose Shredded Rubber Safety Surfacing.
Pricing based upon full truck load lots of one color per load to a single destination.
Site preparation, containment borders, and sub-surface materials are specifically excluded.
Surfacing Accessories ship separately; pricing does not include delivery charges.
Sites must be accessible for truck-load delivery of materials.
Customer must arrange for mechanical unloading.
For installation pricing, refer to GameTime Discount and Installation Charges schedule.

**GTIMPAX 2020 OMNIA RECYCLED RUBBER TILE SAFETY
SURFACING NET PRICE LIST
6 FOOT CRITICAL FALL HEIGHT RATING**

2 Ft. Square x 2-1/4" or 2-1/2" Thick Recycled Rubber Tiles

Project Location	Black Tiles		Color Tiles		Delivery Charge Per Full Load
	List Price Per Tile	USC Price Per Tile	List Price Per Tile	USC Price Per Tile	
Alabama	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 1,700.00
Arizona	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 5,730.00
Arkansas	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,800.00
California	\$ 30.92	\$ 25.35	\$ 32.60	\$ 26.73	\$ 4,020.00
Colorado	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 5,090.00
Connecticut	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,200.00
Delaware	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,900.00
District of Columbia	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 800.00
Florida	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 4,500.00
Georgia	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 3,200.00
Idaho	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 2,800.00
Illinois	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 3,400.00
Indiana	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 2,400.00
Iowa	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,400.00
Kansas	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 5,400.00
Kentucky	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 2,600.00
Louisiana	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 5,400.00
Maine	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 2,600.00
Maryland	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 2,400.00
Massachusetts	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,600.00
Michigan	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 2,400.00
Minnesota	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,400.00
Mississippi	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,500.00
Missouri	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,600.00
Montana	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 3,200.00
Nebraska	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 5,400.00
Nevada	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 3,340.00
New Hampshire	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,800.00
New Jersey	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 900.00
New Mexico	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 6,200.00
New York	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,400.00

GTIMPAX 2020 OMNIA RECYCLED RUBBER TILE SAFETY SURFACING NET PRICE LIST 6 FOOT CRITICAL FALL HEIGHT RATING

2 Ft. Square x 2-1/4" or 2-1/2" Thick Recycled Rubber Tiles

Project Location	Black Tiles		Color Tiles		Delivery Charge Per Full Load
	List Price Per Tile	USC Price Per Tile	List Price Per Tile	USC Price Per Tile	
North Carolina	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 1,700.00
North Dakota	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 5,200.00
Ohio	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 2,200.00
Oklahoma	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 5,600.00
Oregon	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 800.00
Pennsylvania	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 800.00
Rhode Island	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 1,500.00
South Carolina	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 2,900.00
South Dakota	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 5,200.00
Tennessee	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 3,400.00
Texas	\$ 30.83	\$ 25.28	\$ 37.53	\$ 30.78	\$ 6,780.00
Utah	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 3,380.00
Vermont	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 2,000.00
Virginia	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 1,000.00
Washington	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 1,200.00
West Virginia	\$ 30.83	\$ 25.28	\$ 36.41	\$ 29.85	\$ 1,900.00
Wisconsin	\$ 31.78	\$ 26.06	\$ 37.53	\$ 30.78	\$ 4,200.00
Wyoming	\$ 31.87	\$ 26.14	\$ 33.61	\$ 27.56	\$ 5,000.00

Adhesive Glue	List Price Each	Contract Price	Contract Price Per Sq. Ft.
2 Gal. (90 Sq. Ft.)	\$ 135.52	\$ 111.13	\$ 1.23
4 Gal. (180 Sq. Ft.)	\$ 300.10	\$ 246.08	\$ 1.37

EPDM Upcharge Per Tile	List	Contract
	\$ 16.44	\$ 13.48

General Notes:

The USC discount is 18% for Recyled Rubber Tiles.

Contact regional GameTime representative for delivery charges on less than full truck loads.

Contract price per tile excludes freight charges

Each 2-1/2" tile weighs 28 lbs. 2-1/4" tiles weigh 26 lbs each.

Site preparation, containment borders and sub-surface materials are specifically excluded.

Sites must be accessible for truck-load delivery of materials.

**GTIMPAX 2020 OMNIA RECYCLED RUBBER TILE SAFETY
SURFACING NET PRICE LIST
6 FOOT CRITICAL FALL HEIGHT RATING**

2 Ft. Square x 2-1/4" or 2-1/2" Thick Recycled Rubber Tiles

Project Location	Black Tiles		Color Tiles		Delivery Charge Per Full Load
	List Price Per Tile	USC Price Per Tile	List Price Per Tile	USC Price Per Tile	

Customer must arrange for mechanical unloading.

For installation pricing, refer to GameTime Discount and Installation Charges schedule.

GTIMPAX 2020 OMNIA AROMATIC POURED-IN-PLACE AND BONDED RUBBER SAFETY SURFACING NET PRICE LIST

Project Location	4 Ft. Critical Fall Height 50/50 Color		6 Ft. Critical Fall Height 50/50 Color		8 Ft. Critical Fall Height 50/50 Color	
	List Price*	OMNIA Price*	List Price*	OMNIA Price*	List Price*	OMNIA Price*
Alabama	\$ 15.87	\$ 13.01	\$ 17.47	\$ 14.32	\$ 18.33	\$ 15.03
Arizona	\$ 20.93	\$ 17.16	\$ 22.82	\$ 18.71	\$ 23.76	\$ 19.48
Arkansas	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
California	\$ 15.84	\$ 12.99	\$ 17.45	\$ 14.31	\$ 18.32	\$ 15.02
Colorado	\$ 20.93	\$ 17.16	\$ 22.82	\$ 18.71	\$ 23.76	\$ 19.48
Connecticut	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
Delaware	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
District of Columbia	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
Florida	\$ 15.46	\$ 12.68	\$ 17.06	\$ 13.99	\$ 17.93	\$ 14.70
Georgia	\$ 15.87	\$ 13.01	\$ 17.47	\$ 14.32	\$ 18.33	\$ 15.03
Idaho	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Illinois	\$ 15.46	\$ 12.68	\$ 17.06	\$ 13.99	\$ 17.93	\$ 14.70
Indiana	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Iowa	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Kansas	\$ 17.93	\$ 14.70	\$ 19.69	\$ 16.15	\$ 20.66	\$ 16.94
Kentucky	\$ 17.93	\$ 14.70	\$ 19.69	\$ 16.15	\$ 20.66	\$ 16.94
Louisiana	\$ 15.73	\$ 12.90	\$ 17.21	\$ 14.12	\$ 18.25	\$ 14.97
Maine	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Maryland	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
Massachusetts	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
Michigan	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Minnesota	\$ 17.93	\$ 14.70	\$ 19.69	\$ 16.15	\$ 20.66	\$ 16.94
Mississippi	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Missouri	\$ 17.93	\$ 14.70	\$ 19.69	\$ 16.15	\$ 20.66	\$ 16.94
Montana	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Nebraska	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Nevada	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
New Hampshire	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
New Jersey	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
New Mexico	\$ 20.93	\$ 17.16	\$ 22.82	\$ 18.71	\$ 23.76	\$ 19.48
New York	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
North Carolina	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
North Dakota	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Ohio	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
Oklahoma	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
Oregon	\$ 19.85	\$ 16.28	\$ 21.83	\$ 17.90	\$ 22.91	\$ 18.78
Pennsylvania	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15
Rhode Island	\$ 17.02	\$ 13.95	\$ 18.77	\$ 15.39	\$ 19.69	\$ 16.15

GTIMPAX 2020 OMNIA AROMATIC POURED-IN-PLACE AND BONDED RUBBER SAFETY SURFACING NET PRICE LIST

Project Location	4 Ft. Critical Fall Height 50/50 Color		6 Ft. Critical Fall Height 50/50 Color		8 Ft. Critical Fall Height 50/50 Color	
	List Price*	OMNIA Price*	List Price*	OMNIA Price*	List Price*	OMNIA Price*
South Carolina	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
South Dakota	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Tennessee	\$ 17.45	\$ 14.31	\$ 19.20	\$ 15.75	\$ 20.14	\$ 16.52
Texas	\$ 15.46	\$ 12.68	\$ 17.06	\$ 13.99	\$ 17.93	\$ 14.70
Utah	\$ 20.93	\$ 17.16	\$ 22.82	\$ 18.71	\$ 23.76	\$ 19.48
Vermont	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72
Virginia	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
Washington	\$ 19.85	\$ 16.28	\$ 21.83	\$ 17.90	\$ 22.91	\$ 18.78
West Virginia	\$ 16.28	\$ 13.35	\$ 17.93	\$ 14.70	\$ 18.82	\$ 15.44
Wisconsin	\$ 17.93	\$ 14.70	\$ 19.69	\$ 16.15	\$ 20.66	\$ 16.94
Wyoming	\$ 23.29	\$ 19.10	\$ 25.42	\$ 20.85	\$ 26.49	\$ 21.72

* Pricing based on a minimum quantity of 1,000 sq. ft.

Unitary Surfacing Options:	List Price	OMNIA Price
Jobsite overnight security during cure period - per night	\$515.00	\$422.30
Add for Poured-In-Place GT Aliphatic Binder	\$2.63	\$2.16
Add for 100% Poured-In-Place Color	\$1.74	\$1.43
Deduct for GT Pigmented Poured-In-Place (PIP) Surfacing; 2-year Warranty*	6%	6%
Add for GT Thermal Plastic Vulcanized (TPV) PIP Cap; 5-year Warranty	24%	24%
Add for GT Supreme Thermal Plastic Vulcanized (TPV) PIP Cap; 7-year Warranty*	37%	37%
4" concrete sub-base per sq. ft.	\$8.80	\$7.21
4" compacted stone sub-base per sq. ft.	\$5.35	\$4.40
Concrete stone sub-base curbing per lineal foot	\$38.35	\$31.44
Geo-Textile Cloth (2,250 s.f. per roll)	\$681.00	\$558.42
4" X 4" X 8 ft. long rubber curbs (terra cotta red, brown, black or green)**	\$76.95	\$63.10

*Color choices limited

**Curb pricing does not include delivery or installation

General Notes:

Pricing is based on standard colors. For primary red color or graphics, call for special pricing.

Pricing includes delivery and prevailing wages for installation.

Site preparation, containment borders and sub-surface materials are specifically excluded.

Sites must be accessible for truck-load delivery of materials.

Customer to provide an on-site staging area for material storage and mixing.

Pricing excludes an allowance for waste disposal, on-site security or graphics.

For projects under 1,000 or over 3,000 sq. ft., call for special pricing.

GTIMPAX 2020 OMNIA SYNTHETIC TURF SAFETY SURFACING NET PRICE LIST

Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

Playground Turf Installed	1,000-2,000 S.F.		2,001-3,000 S.F.		3,001 S.F. & Over	
	List Price Per S.F.	Contract Per S.F.	List Price Per S.F.	Contract Per S.F.	List Price Per S.F.	Contract Per S.F.
0 ft. Critical Height rating	\$ 19.03	\$ 15.61	\$ 16.68	\$ 13.68	\$ 15.08	\$ 12.36
4 ft. Critical Height rating	\$ 22.01	\$ 18.05	\$ 18.93	\$ 15.53	\$ 17.05	\$ 13.98
6 ft. Critical Height rating	\$ 23.55	\$ 19.31	\$ 20.46	\$ 16.78	\$ 18.59	\$ 15.25
8 ft. Critical Height rating	\$ 25.89	\$ 21.23	\$ 22.01	\$ 18.05	\$ 20.47	\$ 16.79

Arizona, Arkansas, California, Colorado, Idaho, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming

Playground Turf Installed	1,000-2,000 S.F.		2,001-3,000 S.F.		3,001 S.F. & Over	
	List Price Per S.F.	Contract Per S.F.	List Price Per S.F.	Contract Per S.F.	List Price Per S.F.	Contract Per S.F.
0 ft. Critical Height rating	\$ 20.35	\$ 16.69	\$ 17.85	\$ 14.63	\$ 16.12	\$ 13.22
4 ft. Critical Height rating	\$ 23.55	\$ 19.31	\$ 20.25	\$ 16.61	\$ 18.24	\$ 14.96
6 ft. Critical Height rating	\$ 25.19	\$ 20.66	\$ 21.88	\$ 17.94	\$ 19.89	\$ 16.31
8 ft. Critical Height rating	\$ 27.68	\$ 22.70	\$ 23.55	\$ 19.31	\$ 21.90	\$ 17.96

Surfacing Options:	List Price	USC Price
4" concrete sub-base per sq. ft.	\$ 9.17	\$ 7.52
4" compacted stone sub-base per sq. ft.	\$ 5.53	\$ 4.53
Concrete stone sub-base curbing per lineal foot	\$ 39.57	\$ 32.45
Geo-Textile Cloth (2,250 s.f. per roll)	\$ 681.00	\$ 558.42
4" X 4" X 8 ft. long rubber curbs (terra cotta red, brown, black or	\$ 74.00	\$ 60.68

General Notes:

The USC discount is 18% for Synthetic Turf Safety Surfacing.

Pricing includes delivery and prevailing wages for installation.

Turf is shipped and installed in 15 ft wide by maximum 120 ft long rolls. Allow for roll trim waste.

Site preparation, containment borders and sub-surface materials are specifically excluded.

Sites must be accessible for truck-load delivery and mechanical unloading of materials.

Customer to provide an on-site staging area for material storage.

Pricing excludes waste disposal.

GTImpax OMNIA 2020 Interlocking Tile Price List

Tile Thickness & Description	List Price		USC Price
2.25" (4' CFH) Tile	\$	39.99	\$32.79
2.75" (6' CFH) Tile	\$	42.22	\$34.62
3.25" (8' CFH) Tile	\$	44.43	\$36.43
2.25" Edge	\$	55.12	\$45.20
2.75" Edge	\$	57.67	\$47.29
3.25" Edge	\$	60.09	\$49.28
2.25" Corner	\$	64.43	\$52.83
2.75" Corner	\$	68.87	\$56.47
3.25" Corner	\$	73.31	\$60.12
2.25" ADA Ramp	\$	726.04	\$595.35
2.75" ADA Ramp	\$	726.04	\$595.35
3.25" ADA RAMP	\$	726.04	\$595.35
Glue Tube	\$	62.48	\$51.23
EPDM Upcharge per Tile	\$	27.69	\$22.71
EPDM Upcharge per Edge	\$	22.82	\$18.71
EPDM Upcharge per Corner	\$	18.67	\$15.31

General Notes:

Pricing is FOB Calhoun, GA 30701; freight to destination is NOT included.

Contact regional GameTime representative for delivery charges.

Installation is NOT included in this pricing.

The USC discount is 18% for Recyled Rubber Tiles.

Weights: 2.25" - 27 pounds; 2.75" - 30 pounds; 3.25" - 31 pounds

Site preparation, containment borders, and sub-surface materials are specifically excluded.

Sites must be accessible for truck-load delivery of materials.

Customer must arrange for mechanical unloading.



GameTime Division
 PlayCore Wisconsin, Inc.
 150 Playcore Drive SE
 Fort Payne, AL 35967
 Tel: 800.235.2440

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

<u>PART GROUP DESCRIPTIONS</u>		<u>USC Discount</u>
05	Principal Components	24%
06	Attendant Products	24%
10	Primary Components	24%
15	Primary Apparatus	16%
18	Adjunct Component	24%
20	Surfacing Accessories	18%
22	Companion Components	16%
32	Component Products	3%
34	Component Extensions	3%
35	Compliment Products	16%
40	Auxiliary Products	6%
42	Associate Products	16%
44	Companion Products	3%
45	Exempt Products	0%
46	Apparatus Products	16%
47	Companion Accessories	9%
48	Affiliate Products	6%
49	Core Products	16%
50	Developmental Products	20%
51	Enhancement Products	3%
52	Adjunct Products	16%
54	Product Extensions	9%
62	Adjunct Accessories	3%
70	Ancillary Components	3%
73	Supplement Products	3%
80	Exempt Accessories	0%
85	Exempt Parts	0%

GAMETIME SURFACING ACCESSORIES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
4850	52	8" Playcurb Pkg	EA	\$ 55.00	16%	\$ 46.20
4852	42	Playcurb Adapter-L	EA	\$ 92.00	16%	\$ 77.28
4853	42	Playcurb Adapter-R	EA	\$ 92.00	16%	\$ 77.28
4854	42	Accessible Playcurb	EA	\$ 385.00	16%	\$ 323.40
4858	42	Access Playcurb-W/Adap	EA	\$ 547.00	16%	\$ 459.48
4862	48	12" Playground Border	EA	\$ 54.00	6%	\$ 50.76
4863	42	Curb Border End Cap	EA	\$ 47.00	16%	\$ 39.48
6215	52	8" Adaptable End Playcurb	EA	\$ 59.00	16%	\$ 49.56
6216	52	8" Adaptable End Playcurb-C/O	EA	\$ 65.00	16%	\$ 54.60
6217	52	12" Adaptable End Playcurb	EA	\$ 59.00	16%	\$ 49.56
38015	54	Nature Curbs	EA	\$ 108.00	9%	\$ 98.28
38016	52	Nature Curbs Adapter Left	EA	\$ 81.00	16%	\$ 68.04

GAMETIME SURFACING ACCESSORIES

Part No.	Part Group	Item Description	Unit	Commercial Price	USC Disc	USC Net Price
38017	52	Nature Curbs Adapter Right	EA	\$ 81.00	16%	\$ 68.04
38057	48	Curb w/Nature-Brown	EA	\$ 543.00	6%	\$ 510.42
161290	20	Geo-Textile 2250 Sqft Roll	EA	\$ 681.00	18%	\$ 558.42
161291	20	Geo-Textile 1125 Sqft Roll	EA	\$ 341.00	18%	\$ 279.62
161292	20	Wear Mat 44"x48"	EA	\$ 239.00	18%	\$ 195.98
161294	20	Terraflow Drain 150ft Roll	EA	\$ 473.00	18%	\$ 387.86
209426	20	36" Sq Wear Matt 3/4" Thick	EA	\$ 151.00	18%	\$ 123.82

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

GAMETIME 2020 SITEWORK & INSTALLATION

Product Category	Installation Cost as % of Equipment Commercial List Price ⁽¹¹⁾			
	Total Commercial List Price of Equipment per Site			
	<\$5,000	<\$10,000	<\$15,000	>\$15,000
Play Equipment	46%	42%	38%	36%
GameTime Freestanding Events	50%	47%	42%	40%
Snug Early Childhood Play Equipment	Installation is not required			
PlayWorx GFRC ThemeScapes	46%	42%	38%	36%
Site Furnishings	47%	47%	42%	40%
Related Products	47%	47%	42%	40%
Grandstands & Bleachers	46%	42%	38%	36%
Shade Structures (see Note 8 below)	73%	68%	64%	60%
Shelters	\$75.75 per man hour plus materials & equipment			
Spectrum Aquatics Water Products	N/A	58%	54%	50%
Fitness & Sports	66%	55%	45%	40%
Indoor Climbing Walls	62%	40%	37%	33%
NatureROCKS Climbing Boulders	\$75.75 per man hour plus materials & equipment			
Independent Climbing Nets	N/A	50%	43%	38%
Dog Parks	50%	47%	42%	40%
Drinking Fountains	60%; see Note 10 below			
Skate Parks	Design & installation estimate upon request			

Safety Surfacing	Installation Cost per Square Feet of Safety Surfacing Area			
	<2,000 sf	<4,000 sf	<6,000 sf	>6,000 sf
Engineered Wood Fiber	\$0.72 sf	\$0.69 sf	\$0.67 sf	\$0.64 sf
Shredded Rubber Loose Fill	\$0.82 sf	\$0.79 sf	\$0.78 sf	\$0.75 sf
Recycled Rubber Tile	\$3.94 sf	\$3.63 sf	\$3.35 sf	\$3.24 sf
Synthetic Turf	Installation included in material price			
Poured-In-Place & Bonded Rubber	Installation included in material price			

Services	
Play Area Design Services	No Charge for initial design
Ancillary Sitework Services	\$75.75 per man hour plus materials & equipment
Playground Leveling & Grading Services	\$1.32 per square foot
Signed & Sealed Engineering Drawings	\$1,025.00 per set of drawings
Community Build Layout & Supervision	\$765.00 per man day plus materials & equipment
Maintenance & Repairs	\$75.75 per man hour plus materials & equipment
Removal & Disposal	\$71.45 per man hour plus materials, equipment & fees
CPSI Playground Safety Audits/Inspections	See Playground Guardian Price List

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001
GAMETIME 2020 SITEWORK & INSTALLATION

Sitework Services	Price	Unit
Trench drain (\$/lf) with #57 stone surrounding a 4" perforated flexible pipe, all wrapped in geotextile fabric		
12" wide x 12" depth (assumes positive slope, maximum cut 12" depth)	\$21.50	LF
12" wide x 12" Depth over 375 LF	\$18.30	LF
12" wide x 18" Depth (assumes positive slope, maximum cut 12" depth)	\$27.90	LF
12" wide x 18" Depth over 250 LF	\$23.60	LF
Flexible 4" non-perforated outfall pipe (\$/lf) – installed in standard trench without gravel bedding	\$0.00	
and including animal barrier at outfall	\$0.00	
Attached to 12" wide x 12" depth 4" perforated flexible pipe	\$16.10	LF
Attached to 12" wide x 18" depth 4" perforated flexible pipe	\$18.30	LF
Attached to 12" wide x 12" depth 4" perforated flexible pipe over 100 LF	\$15.10	LF
Attached to 12" wide x 18" depth 4" perforated flexible pipe over 100 LF	\$17.10	LF
Animal Barrier	\$53.60	EA
Concrete sidewalk (\$/sf) - 4" thick fiber reinforced concrete with 4" stone base	\$10.80	SF
Concrete sidewalk (\$/sf) - 4" thick fiber reinforced concrete with 4" stone base over 500 SF	\$10.20	SF
(Sidewalks exclude earthwork cutting greater than 8" and includes spoils used as backfill (good access, no import of fill, no hauling of cut, no turned down edges, no ramping, etc.)	\$0.00	
Stonedust walk (\$/sf) – 6" crushed aggregate (also known as bluestone, etc.)	\$6.40	SF
Stonedust walk (\$/sf) – 6" crushed aggregate over 500 SF	\$5.40	SF
(Walks exclude earthwork cutting greater than 8" (good access, no import of fill, no turned down edges, no ramping, etc.)	\$0.00	
6"x 6" wood border (\$/lf) – double stacked with chamfered edges	\$14.00	LF
6"x 8" wood border (\$/lf) – single layer with chamfered edges	\$10.20	LF
6"x 8" wood border (\$/lf) – double stacked with chamfered edges	\$19.30	LF
4" wide slot drain (\$/lf) – for drainage under poured-in-place rubber surfacing systems	\$37 - \$54	LF
(Pricing varies depending on type of grate, quality & size of parts; excludes outfall)		
42" chain link black vinyl coated fencing (\$/lf) and related components	Varies	
(pricing varies depending on the quantity of line and terminal posts; quoted per job)		
36" wide (\$/ea) chain link black vinyl coated gate, and related fencing hardware	\$805.00	EA
48" wide (\$/ea) chain link black vinyl coated gate, and related fencing hardware	\$860.00	EA

Installation Notes:

- 1) All equipment to be installed in accordance with specifications by GameTime factory-certified professional installers.
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed.
- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made.
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation.
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

OMNIA PARTNERS - U.S. COMMUNITIES PRICE LIST 2001

GAMETIME 2020 SITEWORK & INSTALLATION

- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call for an estimate for site services.
- 7) Building Permits, if required, shall be charged at the provider's cost.
- 8) Due to size, soil conditions or code requirements, some shade structures may require the following special pricing per footing: SF1 \$285.00; SF2 \$390.00; SF3 \$495.00; & SF4 \$575.00.
- 9) If use of cranes and other heavy equipment is required, add \$1,500.00 per day.
- 10) Customer shall provide and install water supply line to the Drinking Fountain.
- 11) For prevailing wages in New York, Los Angeles, Chicago, San Francisco, San Diego, and San Jose, add 6%.
- 12) Surfacing installation rates assume clear access for large trucks and storage within 50 ft. of playground.

GAMETIME 2020 OMNIA PARTNERS DISCOUNT SCHEDULE

GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES

USC DISCT

1.0 Park and Playground Equipment including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts.

1.1	GameTime Play Equipment (see volume discount below)	Principal Components	24%
		Primary Components	20%
		Ancillary Accessories	18%
		Complimentary Products	16%
		Companion Accessories	9%
		Auxiliary Products (PlayWorx)	6%
		Enhancement Products	3%
		Exempt Specials	0%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	6%
1.3	Harmony Park Freenotes	Musical Instruments	5%
1.4	Snug	Early Childhood Play Equipment	6%
1.5	UltraPlay	Play Equipment	6%
1.6	UltraPlay - Discovery Centers	Play Equipment	6%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	6%
1.8	UltraPlay - NatureRocks	Climbing Rocks	6%

2.0 Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

2.1	GameTime Fitness	Companion Accessories	9%
		Auxiliary Products	6%
		Contributory Products	3%
		Exempt Accessories	0%
2.2		WaterFit Fitness Equipment	See Price List
2.3	Colorado Time Systems	Aquadic Timing Systems	
2.4		Track Timing Systems	
2.5	Everlast	Climbing Walls	10%
2.6	Power Systems	Fitness Accessories	See Price List

3.0 Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related site accessories.

3.1	GameTime	Ancillary Components	3%
		Adjunct Accessories	3%
3.2	Dero	Bike Storage	5%
3.3	GT Grandstands	Grandstands	6%
3.4	NRS	Bleachers	6%
3.5	GTShade	Shade Structures	3%
3.6	UltraShelter	Shelter Structures	4%
3.7	UltraSite	Site Furnishings & Accessories	6%

GAMETIME 2020 OMNIA PARTNERS DISCOUNT SCHEDULE

GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES

USC DISCT

4.0 Surfacing Materials including but not limited to pour-in-place, rubber tiles, wood fiber, and recycled materials.

GameTime & GTImpax	Engineered Wood Fiber	18%
	Recycled Materials (Shredded)	
	Tiles	
	Poured-In-Place & Bonded	
	Turf	
	Interlocking Tiles	
	Surfacing Accessories	

5.0 Related Products such as water parks, skate parks, dog parks and any other related products.

Spectrum	Pool Lifts & Aquatic Components	See Price List
Spohn Ranch	Skate Parks	See Price List
UltraSite - BarkPark	Dog Parks	20%
Water Odyssey	Water Parks	See Price List

6.0 Services such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

GameTime	Design & Project Management	No Charge
GameTime Sales Agencies	Design, Project Management, Community Install Services	See Price List
GameTime Installers	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	See Price List
Playground Guardian	Safety Audits & Inspections	See Price List

Volume Discounts

Volume single purchases of GameTime composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from \$50,000 to \$75,000; 10% from \$75,000 to \$100,000 and 15% for orders exceeding \$100,000.

Installation Fees

See *GameTime U.S. Communities Installation Charges*

Shipping and Delivery – Shipping Program

Shipments shall be f.o.b. destination with freight charges prepaid and added separately.



CERTIFICATE OF GRANT AWARD

This certificate entitles

Village of Palm Springs Parks Lakewood Gardens Park

to a GameTime Cares™ Playground Grant Funding Award of

\$25,430.00 quote number 101589-01-02

Funds must be claimed, and orders must be received no later than October 30, 2020, and must accompany a qualifying play system purchase. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A handwritten signature in black ink that reads "S. Spencer Cheak".

S. Spencer Cheak
President, GameTime





VILLAGE OF PALM SPRINGS PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 286

Project Name: Lakewood Gardens Park Improvements
Department: Parks & Recreation
Location: Lakewood Gardens Park

Project Manager: Justin Lucas
Date Requested: 2/27/20
Date Approved: 10/1/20

DESCRIPTION / JUSTIFICATION:

Village annexed Lakewood Gardens Park in July 2014 from Palm Beach County. The existing park amenities remain the same as when it was acquired. Staff applied for and was awarded a Land Water Conservation Fund Grant in the amount of \$400,000 (50-50 matching grant). Future amenities proposed include playground replacement, surfacing, shade, landscaping, resurface basketball court, upgrade volleyball court, picnic facility replacement, water fountain, trash cans and enhance the walking path. Survey and engineering was completed as part of LWCF Grant application. Village staff will serve as GC in order to best utilize project funding.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing, soil testing, permitting, survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	6,000.00						\$ 6,000.00
Construction	394,000.00						\$ 394,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY	200,000.00						\$ 200,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	200,000.00						\$ 200,000.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$ 194,000.00)


Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.9: Authorize Submersible Pump Purchase - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Xylem Water Solutions USA

SUMMARY:

The Public Service Department has a need to purchase submersible wastewater pumps to replace six (6) existing, aging pumps at various lift stations throughout the Village's utility service area. The pumps proposed to be replaced have recently experienced significant increases in failures and inefficiency. By upgrading the pumps with new, more reliable, and higher efficiency pumps that are standardized across the Village, it is anticipated that the Village will experience significant cost savings (as a result of reduced annual electric costs, staff maintenance costs, etc.). Improved operational efficiencies that are expected will provide a higher quality of service to our utility customers.

Note: To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - Xylem Water Solutions USA (Flygt), Kaman Industrial (WILO), and FJ Nugent (Ebara) on June 12, 2018. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB #2018B-005 - June 7, 2018).

The Village also accepted each of the three vendors' terms, conditions, and pricing therein. The term of the contracts is set to expire on July 12, 2021, and there is a renewal option to extend up to a total of two (2) additional years. The Village will not expend more than the amount within the approved budget as it may be adopted/amended for these goods and services over the term of this contract.

It should be noted that subsequent to the award of the contracts, two of the three vendors (Kaman Industrial and FJ Nugent) are no longer authorized to provide the specified

submersible pumps (WILO and Ebara, respectively) that are required to be installed by the Village. As a result, the proposed purchase of six (6) Flygt pumps would be with Xylem Water Solutions USA.

Through the existing agreement with Xylem, staff was able to obtain the following proposed cost for the purchase of six (6) submersible wastewater pumps:

Item	Price
Pump Station No. 39 (Main LS) (2 Pumps)	\$ 87,879.07
Pump Station No. 44 (Albert Lakes LS) (2 Pumps)	\$ 14,462.80
Pump Station No. 23 (Fairview LS) (2 Pumps)	\$ 21,037.49
Total	\$123,379.36

The approved FY 2021 Budget - Water & Sewer Fund included \$125,000 for the purchase of replacement lift station pumps. 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 proposed quote was prepared by Xylem and reviewed by the Utilities Supervisor, Utilities Superintendent, Assistant Public Services Director/Engineer, Public Service Director/Engineer, and the Finance Director.

The Village has worked with the proposed vendor previously, and they have provided excellent service and quality products.

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

<u>Allocated/Estimated Project Funding</u>	<u>Amount</u>
FY 2021 Approved Budget - Replacement Pumps - Water & Sewer Enterprise Fund	\$125,000.00

<u>Expected Project Costs:</u>	<u>Amount</u>
Proposed Project Request - Replacement Pumps - Water & Sewer Enterprise Fund	\$123,379.39

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:

Quote - Xylem Water Solutions USA, Inc.

Xylem Water Solutions USA, Inc. - Agreement - Approved July 2018



Xylem Water Solutions USA, Inc.
Flygt Products

September 21, 2020

VLG OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS FL 33461-1604

15132 Park Of Commerce Blvd.
Suite 102
Jupiter, FL 33478
Tel (561) 848-1200
Fax (561) 848-1299

Quote # 2020-WEP-0767
Project Name: PUMPS
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

MAIN LS

Qty	Part Number	Description	Extended Price
2	3202.185-0145	Flygt Model NP-3202.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1750 RPM motor, 460 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 84,918.60
2	1409428001195G	6" STANDARD T-RAIL COUPLING ADAPTOR	\$ 2,440.47
4	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000 *LABOR TO DRILL FLANGE TO FIT ADAPTER	\$ 520.00

MAIN LS Price \$ 87,879.07

ALBERT LAKES

Qty	Part Number	Description	Extended Price
2	3102.060-0158	Flygt Model NP-3102.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 463 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 14,462.80

ALBERT LAKES Price \$ 14,462.80

FAIRVIEW



Qty	Part Number	Description	Extended Price
2	3127.060-0038	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 489 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 19,560.50
2	1409407040524G	4" STANDARD T-RAIL COUPLING	\$ 956.99
4	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000 *LABOR TO DRILL FLANGE TO FIT ADAPTER	\$ 520.00
FAIRVIEW Price			\$ 21,037.49
Total Price			\$ 123,379.36

PRICING PER ORANGE COUNTY CONTRACT

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid

Terms of Payment: 100% N45 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for ninety (90) days.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.





COVID 19:

Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Sincerely,

***Xylem Water Solutions USA, Inc.
Flygt Products***

A handwritten signature in black ink that reads "Blaise Uriarte".

Blaise Uriarte
Technical Inside Sales
Phone: 561-517-8719

blaise.uriarte@xyleminc.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-WEP-0767
Customer Name: VLG OF PALM SPRINGS
Job Name:
Total Amount: \$ 123,379.37
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____

AGREEMENT

THIS AGREEMENT is made this 26th day of July, 2018 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Xylem Water Solutions USA, Inc.** a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 15132 Park of Commerce Blvd., Jupiter, FL 33478.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE wishes to purchase submersible wastewater pumps, accessories and service;

WHEREAS, CONTRACTOR submitted a proposal for submersible wastewater pumps, accessories and service in response to Invitation to Bid (ITB) No. 2018B-005;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the goods and services to the VILLAGE as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the VILLAGE finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is the providing of submersible wastewater pumps, accessories and service for the VILLAGE'S utility system. CONTRACTOR shall provide the pumps, accessories and service as requested by the VILLAGE and as requested in the bid documents.

1.2 The CONTRACTOR represents to the VILLAGE that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and

that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the parts/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's bid proposal, as set forth in Exhibit "A" and incorporated herein.

3.2 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon approval of both parties, provided that it has been executed by both parties and shall continue for an initial term of three (3) years and may be renewed, upon approval of both parties in accordance with the ITB, up to an additional 2 years.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services shall be specified in the CONTRACTOR's proposal and no additional costs shall be authorized without prior written approval from the appropriate authority. The VILLAGE shall not expend funds in excess of the budgeted amount on an annual basis.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No

compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth in the Invitation to Bid. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

11.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein; and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the ITB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

13.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid,

using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Xylem Water Solutions USA, Inc.
15132 Park o Commerce Blvd., Suite 102
Jupiter, FL 33478.

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE, unavoidable casualties, or any causes beyond the CONTRACTOR'S

control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36

months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. 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.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the VILLAGE harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE of Palm Springs shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Contractor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. WARRANTY

33.1 CONTRACTOR shall provide a warranty as required by the ITB.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

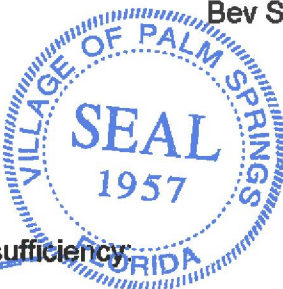
VILLAGE OF PALM SPRINGS, FLORIDA

By: 

Bev Smith, Mayor

ATTEST:


Kim Wynn, Village Clerk



Approved as to form and legal sufficiency:


Glen J. Torcivia, Village Attorney

CONTRACTOR: XYLEM WATER SOLUTIONS USA INC.

By: 

Print Name: Kyle Foushee

Title: Vice President

STATE OF NC
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 16 day of July, 2018 by Kyle Foushee, as Vice President (title), of Xylem Water Solutions USA, 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: Kelsey L. Byars
My commission expires: 5/30/21

BID SUBMITTAL SIGNATURE PAGE
ITB #2018B-005

ITEM	DESCRIPTION	UNIT PRICE
1.	Pumps (% Discount from Current MSRP)	% 5
2.	Parts and Materials (% Discount from Current MSRP)	% 5
3.	Hourly Rate for Repairs (\$/HR)	\$ 95

* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB) By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.	
FIRM NAME: (Enter the entire legal name of the quoting entity) <u>Xylem Water Solutions USA INC. (Flygt)</u>	DATE: <u>6/20/18</u>
* SIGNATURE: <u>Eric Johnson</u>	PRINT NAME: <u>Eric Johnson</u> PRINT TITLE: <u>Sales Representative</u>
ADDRESS: <u>15132 Park of Commerce Blvd. Suite 102</u>	
CITY / STATE: <u>Jupiter, FL</u> ZIP CODE: <u>33478</u>	
TELEPHONE # (561) <u>248 3712</u> TOLL FREE # ()	E-MAIL: <u>eric.johnson@xyleminc.com</u> FAX #: (561) <u>848-1299</u>
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____ Xylem inc.com	
FEDERAL ID # <u>45-2080074</u>	



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.10: Approve Replacement Resin Disc Pumps Purchase – Best Interest Acquisition – Public Service Department (FY 2021 Budget Funded – Water & Sewer Enterprise Fund)

SUMMARY:

The Public Service Department has a need to purchase two (2) new resin, Disc Flow pumps for the MIEX® treatment system at the Pratt Water Treatment Plant (WTP). The proposed pumps would replace the existing pumps that have been in service since the MIEX® system was commissioned in 2005. Orica Watercare, the manufacturer of the MIEX® system which is a proprietary water treatment process, has recommended obtaining a Discflo pump that will meet our specifications. As a result, the Village has been replacing the original centrifugal pumps with disc pumps for pumping resin slurry and has had excellent performance with these pumps.

The local vendor, Gerber Pumps International, Inc., has provided the Village with a quote to replace the existing pumps for \$51,091.32 (\$25,045.66 each plus \$1,000 shipping) and would be able to supply the Village with the pumps in 4 to 6 weeks from the approval date. The proposed Discflo pump is recommended by the manufacturer for the following reasons:

- The Village currently utilizes Discflo pumps to pump resin slurry.
- It is the only specialized low shear pump that has been tested, approved, and used in MIEX® treatment facilities throughout the United States.
- Although other pumps can pump the resin, there is no guarantee that it will not damage the proprietary resin and reduce its lifespan, which can cost upwards of \$100,000 to replace (e.g., one bag of resin is more than \$10,000)
- According to Orica, the Discflo pump will not reduce the life of the resin as quickly as other pumps and can be purchased locally.
- A similar pump may be considered, however, according to the MIEX® manufacturer, the price would be considerably higher (\$30,000 plus shipping costs from Australia where the original manufacturer's pump is made as well as retrofitting and maintenance costs).

As a result, the proposed Discflo pump is essentially a sole source resin pump for the MIEX® system. Thus, for the reasons outlined above, it is recommended that the Village acquire the Discflo resin pump under the Village's Purchasing Code - Section 58-11 best interest acquisitions provides that 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.

If approved, the Village would accept Gerber Pumps International, Inc.'s terms, conditions and pricing therein. The total cost for the two (2) vertical disc pumps is \$51,091.32 (\$25,045.66 each plus \$1,000 shipping).

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer, Utilities Superintendent and the Finance Director.

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

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Water & Sewer Fund	\$52,000.00

<u>Expected Purchase Costs:</u>	<u>Amount</u>
Purchase Request/Cost - Water & Sewer Fund:	\$51,091.32

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 - Gerber Pumps International, Inc.

Price Quote - Gerber Pumps International, Inc.

AGREEMENT

THIS AGREEMENT is made this 13th day of Oct., 2020 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Gerber Pumps International, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 2100 N. Ronald Reagan Blvd., Suite 1056, Longwood, FL 32750.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE wishes to purchase discflo pumps for its water treatment plants;

WHEREAS, the particular discflo pumps provided by this CONTRACTOR is the only type of pump that meets the Village's requirements for performance, consistency and compatibility, therefore, pursuant to Section 58-7 of the Village Code the Council wishes to purchase the pumps as a single source purchase;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the goods and services to the VILLAGE as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the VILLAGE finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is the providing of discflo pumps for the VILLAGE'S water treatment plants. CONTRACTOR shall provide pumps as requested by the VILLAGE and as set forth on Exhibit "A", attached hereto and incorporated herein.

1.2 The CONTRACTOR represents to the VILLAGE that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and

that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the pumps/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal for pricing, as set forth in Exhibit "A", **however, in no event shall costs be paid to the CONTRACTOR in excess of the amount set forth in an approved budget on an annual basis.**

3.2 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon approval of both parties, provided that it has been executed by both parties and shall terminate upon providing the pumps as set forth in Exhibit "A" and upon the conclusion of any warranty period.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the parts and/or services shall be specified in the CONTRACTOR's proposal, which is \$51,091.32, and no additional costs shall be authorized without prior written approval from the appropriate authority. The VILLAGE shall not expend funds in excess of the budgeted amount on an annual basis.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down,

lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. Intentionally left blank.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein; and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

13.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid,

using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Gerber Pumps International, Inc.
2100 N. Ronald Reagan Blvd., Suite 1056
Longwood, FL 32750

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause

which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36

months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. 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.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the VILLAGE harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE of Palm Springs shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Contractor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. WARRANTY

33.1 CONTRACTOR shall provide for a one year warranty period.

34. SCRUTINIZED COMPANIES

34.1 As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the 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 \$1 million or more, the company must certify that the 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, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the 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.

35. FISCAL YEAR

35.1 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of

each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **GERBER PUMPS INTERNATIONAL, INC.**

By: Bert Gerber

[Corporate Seal]

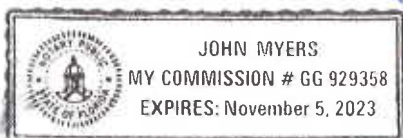
Print Name: BERT GERBER

Title: PRESIDENT

STATE OF Summa Flor. In)
COUNTY OF Seminole)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online notarization, this 13th this 13th day of October, 2020, by Bert Gerber.

John Myers
(Signature of Notary Public-State of Florida)



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

Personally Known _____ OR Produced Identification X

Type of Identification Produced: FL DL

DISCFLO Pump

Quotation

9/30/2020

CONDITIONS OF SERVICE				
Application		15-35% Resin Slurry		
QTY		2		
S.G.		1.2		
Viscosity (cps)		30		
Temp		35C		
Design GPM		26 - 90		
Design TDH (ft)		37 - 16		
BHP(design)		1.7 - 1.3		
Discpac Dia		7"		
RPM (Pump)		1500 - 1000		
RPM (Motor)		1780		
BHP (Sppl'd)		3		
VOLTS/PH-ENCL		460/3 - TEFC		
PUMP DATA				
Model #		GPI2015-8-2HHD		
Size		2 x 1.5 - 7.0"		
Casing		CD4MCU		
Discpac		CD4MCU		
Shaft Sleeve		316SS		
Seal	Single SC/SC w/ Flush (no drain)			
Sub Base	Base stand (elbow customer supplied PVC)			
Configuration		Vertical Close-coupled		
PRICING				
Pump (ea.)		\$ 25,045.66		
Motor		Included		
VFD		**NOT INCLUDED (REQUIRED)		
Freight		\$ 500.00		
TOTAL		\$ 51,091.32		
Wt-Pmp		600#/pump approx.		

Pricing does not include start-up services, applicable taxes, and spare parts

FOB factory, Terms: Net 30 days

Quote Valid 30 Days

Gerber Pumps International, Inc. Standard Terms & Conditions are made part of this proposal. Quotation Vaild for thirty (30) days unless otherwise stated. Terms: Net 30 days after shipment or shipment readiness.

2100 N. Ronald Reagan Blvd., Suite 1056 Longwood, FL 32750 Ph 407.834.9104 / Fax 407.834.9105

sales@gerberpumps.com



STANDARD TERMS AND CONDITIONS

1. **Acceptance; Definitions.** "Seller" means, exclusively, Gerber Pumps International, Inc. "Customer" means the person or entity described in the Proposal. "Agreement" means these 'Standard Terms and Conditions' (these "Terms"), together with the proposal to which they are attached or with which they are included in any email transmission (the "Proposal"), which Proposal is hereby incorporated herein by reference, and together with any Change Order. In the event of a conflict or inconsistency between a provision of the Proposal and these Terms, the provision granting the greater of rights to Seller, or imposing the greater of obligations on Customer, as determined in Seller's sole and absolute discretion, shall control and govern. Acceptance of a Proposal constitutes the Customer's express, absolute, and unequivocal acceptance of these Terms, without modification. This Agreement expressly excludes any terms or provisions of Customer's purchase orders, proposal, or other documentation which do not expressly appear in these Terms, and all such excluded terms or provisions are expressly rejected by Seller and not made a part hereof. Capitalized terms not defined in these Terms shall have the meaning ascribed to them in the Proposal. The signatory to the Proposal on behalf of the Customer hereby personally and unconditionally guarantees Customer's full performance hereunder, and all obligations of Customer. "Equipment" means the materials, supplies, equipment, articles, materials, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting, specified or required to be furnished in the Proposal or a Change Order. "Change Order" means any request or directive made by Customer or Customer's actual or apparent agent(s) to Seller (whether in writing or verbally) to increase, modify, reduce, or alter in any way the scope of the Proposal, which request or directive is either accepted or performed by Seller. Change Orders shall be binding upon Customer as if originally set forth in this Agreement. Acceptance of a Proposal constitutes Customer's express, absolute, and unequivocal acceptance of these Terms. Customer and Seller may be referred to herein collectively as "the parties", and each individually as a "party". This Agreement, together with any Change Orders, represents the entire, final, and exclusive agreement and understanding between the parties with regards to the subject matter hereof, and expressly supersedes any prior or contemporaneous agreements, understandings, or representations, either express or implied, written or verbal, made by or between the parties which do not expressly appear herein. To the extent that any provision of this Agreement is inconsistent with the provisions of the Florida Uniform Commercial Code ("UCC"), the parties hereby expressly agree that they intend for such conflicting provisions of the UCC to be excluded from, and inapplicable to this Agreement. Customer's performance of all of its obligations under this Agreement, as and when due, are considered and intended by the parties to be express and absolute conditions precedent to Seller's continued performance hereunder. No waiver, modification, or alteration of any of these Terms shall be binding unless contained in writing and signed by an executive officer of Seller. This Agreement is not assignable by Customer without Seller's prior written consent, which may be withheld in Seller's sole and absolute discretion.

2. **Terms of Payment:** Customer shall pay when due all amounts as set forth in the Proposal. Unless expressly stated in the Proposal, all payments shall be made without set-off, deduction, or retainage of any kind. Payment shall be made regardless of delays in shipment, delivery, or acceptance of the Equipment. The payment due date set forth in the Proposal shall begin calculation as of the date of either actual delivery of Equipment, or the date that delivery is attempted by Seller. If Equipment is partially delivered, partial payment in direct proportion to the amount of Equipment delivered shall be made by Customer. Customer is responsible for full and prompt payment of all costs, fees, and expenses due Seller under this Agreement. If no payment date is specified, then all payments shall be due within thirty (30) days from actual delivery or attempted delivery of Equipment. In the event that this Agreement is breached by the Customer, the Customer covenants to fully indemnify and reimburse Seller for all costs, fees and expenses arising therefrom upon demand from Seller (including indirect, incidental, and consequential damages flowing therefrom). Customer expressly assumes the risk of all obligations set forth herein, as well as its failure to strictly comply with all of its obligations under this Agreement. Unpaid balances shall accrue interest at the rate of 1.5% per month for each month an outstanding balance exists beyond the due date.

3. **Acceptance of Equipment.** Notwithstanding any provision to the contrary contained in Applicable Law, the Seller and Customer hereby agree that Customer shall have thirty (30) calendar days from the date of delivery of any Equipment within which to inspect and, if found to be nonconforming, reject such Equipment. Rejection of Equipment must be in writing, and delivered to Seller specifying the exact nonconformity. The parties agree that the provisions herein contained constitute the exclusive method by which Customer may reject any nonconforming Equipment, and that, unless written notice of nonconforming Equipment is received by Seller within thirty (30) calendar days from the date of delivery, such Equipment shall be absolutely and unequivocally deemed accepted by Customer. Customer expressly agrees that the provisions of this section are reasonable, and that thirty (30) calendar days constitutes a reasonable and appropriate acceptance period. Any attempted or purported rejection of Equipment not in strict conformity with this section shall be considered invalid and of no legal effect.

4. **Disclaimer of Warranties.** CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO ANY EQUIPMENT IS THAT WHICH IS PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, WHICH WARRANTY INFORMATION CUSTOMER ACKNOWLEDGES HAVING RECEIVED PRIOR TO ACCEPTANCE OF THIS AGREEMENT. THERE ARE NO WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, APPLICABLE TO ANY EQUIPMENT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE—ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER.

5. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement or Applicable Law, Seller shall not under any circumstances be liable to Customer or any third party for any indirect, special, incidental, consequential, punitive, or exemplary damages, including, but not limited to lost profits, arising from or relating to this Agreement, the Equipment, or the actions, inactions, or negligence of any of the Indemnified Parties, even if Seller has been made aware of the possibility of such damages. To the maximum extent permitted under Applicable Law, the total amount of damages which Seller may be held liable to Customer for shall not exceed the purchase price set forth in the Proposal.

6. **Delivery and Risk of Loss:** Delivery of Equipment shall be made to the place specified in the Proposal, or as otherwise directed by Customer and agreed to or undertaken by Seller. Risk of loss for all Equipment shall pass to and be borne exclusively by Customer upon actual delivery, or, if delivery is attempted and unsuccessful for any reason other than Seller's negligence, then at the time delivery was first attempted. Seller hereby disclaims, and Customer expressly assumes all responsibility for damage to, or theft or loss of Equipment after delivery, regardless of any title or other documentation to the contrary. The point of origin of shipment, the methods of transportation, the methods of packing and the handling of shipments shall be determined in the sole and absolute discretion of Seller. If delivery is frustrated, prevented, refused, or redirected due to any cause other than Seller's negligence, all costs, fees, and expenses arising from the same (including, but not limited to shipment and storage and expenses) and shall be solely the responsibility of Customer, and Customer hereby agrees to promptly pay all of the same upon demand.

7. **Delays; Delivery Conditions.** Seller expressly disclaims all representations and warranties, whether express or implied, as to the expected commencement, completion, or delivery of Equipment. Any date, schedule, or timeline provided by Seller shall be considered and construed solely as a rough approximation. Under no circumstance will Seller be liable to Customer in any way, including liability for any direct, indirect, consequential, incidental, or other damages arising from or relating to any of the following: (i). delay on behalf of Customer to perform its obligations, or make decisions, selections, or provision of information to Seller; (b). inability to access delivery locations; (c). damage caused to a delivery location, or the property or equipment of any third parties as a result of delivery or attempted delivery; or (d). any Force Majeure Event (as defined below). The foregoing list is not exhaustive. Seller is not liable for any unforeseen, undisclosed, unknown, or hidden conditions or circumstances. It is Customer's sole responsibility to inform Seller in writing, no later than ten (10) business days prior to scheduled delivery, or as soon as reasonably practicable thereafter once Customer has actual or constructive notice, as to any conditions which would impede, complicate, prevent, or increase the cost of Seller's delivery of Equipment.

8. **Force Majeure:** Seller's performance hereunder may be delayed, prevented, made impracticable, or made cost prohibitive due to unforeseeable and unavoidable delays or circumstances, including, but not limited to, those caused by federal, state or municipal actions, statutes, ordinances or regulations, acts of god, pandemics, epidemics, public health emergencies, emergency or executive orders, hurricanes, earthquakes, war, terrorism, civil strife, strike, material or labor shortage, or any act, condition, thing, or circumstance which is either beyond Seller's direct control, is unforeseen or unanticipated by Seller, or would render Seller's continued performance impossible, impracticable, or cost ineffective as

determined by Seller in its sole and absolute discretion (each, a "Force Majeure Event", and collectively, "Force Majeure Events"). In the event that a Force Majeure Event occurs, then Seller shall be entitled to, at its option, either (i). receive a reasonable extension and modification of the terms of this Agreement (including production and delivery schedule, as well as purchase price); or (ii). terminate this Agreement or Change Order (as the case may be), in which case Customer shall be responsible for all actual costs, fees, and expenses actually incurred by Seller to the date thereof, together with all costs, fees, or expenses to be incurred thereafter which cannot be reasonably avoided by Seller.

9. **Customer's Default.** Customer's breach of this Agreement (whether material or not) shall excuse Seller's further performance hereunder and, at Seller's option, Seller may either suspend its performance hereunder until such breach is cured, or terminate this Agreement. In the event that Customer breaches any other contract, change order, or agreement with Seller, such breach shall constitute a material breach of this Agreement. If at any time Seller determines, in its sole and absolute discretion, that Customer may not be able to fulfill its financial obligations hereunder, Seller may request written proof of funds or financial stability (in a form satisfactory to Seller) from Customer and Customer's financial institution, as well as require advance payment of all sums owed under, or reasonably expected to be owed under this Agreement. Customer's failure to comply with Seller's request within three (3) calendar days shall constitute a material breach of this Agreement. Customer expressly grants to Seller, and Seller takes and retains a security interest in and to all Equipment until payment is received in full. Customer hereby appoints Seller as its attorney in fact for the purpose of executing and filing any financing statements determined by Seller to be necessary or desirable in order evidence Seller's security interest in the Equipment.

10. **Prevailing Party.** In the event that any legal action is taken by either party to enforce any provision of this Agreement against the other party, the prevailing party therefrom shall be entitled to recover from the non-prevailing party all costs, fees, and expenses arising from such legal action, including accounting costs, court costs, attorneys' fees, and all other reasonably related expenses. The term "prevailing party" means the party prevailing on the substantial matters of law at issue in such action.

11. **Mandatory Pre-Suit Mediation.** AS AN EXPRESS AND ABSOLUTE CONDITION PRECEDENT TO THE INSTITUTION OR MAINTENANCE OF ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEPT FOR ACTIONS BY SELLER AGAINST CUSTOMER FOR NONPAYMENT, THE PARTIES EXPRESSLY AGREE TO FIRST ATTEND MANDATORY PRE-SUIT MEDIATION. MEDIATION SHALL OCCUR WITHIN THIRTY (30) DAYS OF A PARTY'S REQUEST FOR THE SAME, WHICH REQUEST SHALL BE IN WRITING. MEDIATOR'S FEES SHALL BE BORNE IN EQUAL SHARES BY THE PARTIES. A PARTY'S REFUSAL TO ATTEND MEDIATION OR TIMELY SELECT A MEDIATOR SHALL RELEASE THE OTHER PARTY FROM THE CONDITION PRECEDENT ESTABLISHED HEREIN. FAILURE TO SATISFY THE CONDITION PRECEDENT ESTABLISHED IN THIS SECTION BY A PARTY SHALL ENTITLE THE OTHER PARTY TO IMMEDIATELY SEEK AND OBTAIN A DISMISSAL OF ANY LEGAL ACTION FILED, AND TO RECOVER ATTORNEY'S FEES AND ALL COSTS INCURRED AS A RESULT THEREOF.

12. **Choice of Law; Venue; Jury Trial Waiver.** Venue for any legal action or mediation arising from or relating to either (i). this Agreement; (ii). the Equipment; or (iii). the action or inaction of Seller or its employees, agents, contractors, or subcontractors, shall be proper, convenient, and exclusively held in Seminole County, Florida. BOTH PARTIES HERETO EXPRESSLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE EQUIPMENT, AND EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FOREGOING COURTS. BOTH PARTIES EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF FLORIDA, EXCLUSIVE OF ITS CHOICE OF LAWS PRINCIPLES, SHALL APPLY TO THIS AGREEMENT. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN MADE AND ENTERED INTO IN SEMINOLE COUNTY, FLORIDA, NOTWITHSTANDING ANY CONTRACTUAL PROVISION, LAW, OR EQUITABLE PRINCIPLE TO THE CONTRARY.

13. **Cancellation.** Customer may only cancel a Proposal by delivering advance written notice to Seller of not less than ten (10) calendar days from the date the Proposal is accepted by Customer. Upon cancellation by Customer of all or any part of a Proposal, the Customer shall remain liable for and shall pay to the Seller the full price for all portions of the Equipment separately priced in the Proposal, together with a pro rata portion of all Equipment non separately priced in the Proposal, which were delivered (or attempted to be delivered) prior to the receipt by Seller of proper notice of cancellation. With regards to undelivered Equipment at the time of proper cancellation, the Customer shall pay the Seller the full cost of

work in progress and any raw materials or supplies used, or for which commitments have been made in connection with the Proposal, including, but not limited to engineering, selling, freight, insurance and administrative overhead, together with all costs, fees, and expenses which cannot be avoided by Seller, and together with Seller's ordinary profit on the entire Proposal.

14. **Duties and Taxes:** Unless otherwise specified in the Seller's Proposal, Customer shall pay all duties and excise, sales, use, or other taxes which may be levied, assessed, or otherwise become due on account of the Equipment.

15. **Applicable Law.** Customer represents and warrants that it is familiar with, and will strictly comply with all local, state, federal, and international laws, rules, regulations, ordinances, orders, and guidelines applicable to this Agreement, the Equipment, and the property whereupon the Equipment will be delivered and installed (collectively, "Applicable Law"). Customer represents and warrants that the Equipment, in and of itself, as well as the proposed and actual use and operation of the Equipment will not violate, and will strictly comply with Applicable Law. Seller has made no, and expressly disclaims any and all representations and warranties with respect to the foregoing.

16. **Miscellaneous.** All of Customer's obligations, restrictions, waivers, and covenants contained herein, as well as all of Seller's disclaimers and limitations on Seller's liability shall expressly survive termination of this Agreement, regardless of reason or cause, by whom it is terminated, or whether proper notice is given. All remedies of Seller stated in this Agreement are cumulative, and not to the exclusion of any other remedy, whether contractual, legal, or equitable in nature. No failure by Seller to insist upon the strict performance by Customer of its obligations hereunder shall constitute a waiver of Seller's rights hereunder, or its ability to insist upon the strict performance by Customer of its obligations at a later date. This Agreement shall be binding upon, and shall inure to the benefit of each party and their respective successors and assigns. There are no third-party beneficiaries created or intended by virtue of this Agreement. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable or invalid, such determination shall not affect the remainder of this Agreement, which shall remain intact and in effect. Any such unenforceable or invalid provision shall be reformed so as to comply with Applicable Law and, as reformed, shall continue in full force and effect. Termination of a Proposal shall not constitute termination of these Terms.

17. **Intellectual Property.** Unless otherwise expressly granted by Seller, Seller retains all right, title and interest in and to all intellectual property, technology, drawings, sketches, specifications, designs, software, source code, products, and other tangible and intangible things, data, knowhow, techniques, and information (collectively, "Intellectual Property") furnished, developed, or delivered by Seller pursuant to the Proposal. Customer shall not at any time, either directly or indirectly, nor shall it permit any of its affiliates or subsidiaries, nor the agents, employees, officers, contractors of any of them, notwithstanding any other provision of this Agreement to the contrary, to do any of the following: (i). reverse engineer, sell, license, transfer, assign, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant or relating to any Intellectual Property; (ii). modify, translate, or create derivative works based on any Intellectual Property; (iii). use or permit to be used any of the foregoing for the benefit of a third party or in any way which is unlawful or unethical; or (iv). remove any proprietary notices or labels from any Intellectual Property. In the event that any Intellectual Property is to be delivered to Customer as part of this Agreement, then Customer expressly grants a security interest to Seller in and to all such Intellectual Property until Customer shall have fully performed all obligations hereunder.

18. **Notices; Counterparts.** All notices required or permitted to be sent by the parties to this Agreement shall be sent via certified mail, return receipt requested, to the addresses set forth in the Proposal for each party. Either party hereto may change their address for purpose of receiving notices by providing notice to the other party thereof pursuant to this section. This Agreement may be executed electronically, via facsimile, or via e-mail acceptance, and may be executed in counterparts—each of which shall constitute an original but, when taken together, shall constitute one and the same Agreement.

19. **Indemnification Is NOT Included:** Unless an Indemnification Rider is attached with these Terms and Conditions, NO Indemnification is included or granted. Customer must request additional Indemnification cost PRIOR to bidding a project and does so at its own risk if not requested. UNLIMITED INDEMNIFICATION CAN NOT BE GRANTED.

DISCFLO CORPORATION

TERMS OF SALE

TERMS OF PAYMENT

See Gerber Pumps International, Inc. quotation.

PRICES

Prices are firm for 60 days unless stated otherwise. Prices do not include any Federal, State or local Sales or use taxes or insurance, which may apply to sale. All prices are F.O.B. Santee, California. Typographical and stenographic errors are subject to correction.

DELIVERY

All shipping dates are tentative based on current equipment availability. Discflo Corporation is not responsible for damages or losses due to delays for any cause.

CHANGES

Notice of changes in orders must be made and confirmed in writing.

INSPECTION OF EQUIPMENT

Upon arrival of the equipment at the customer's facilities, or at any other place at which the customer has ordered the equipment delivered in accordance with the order. The customer shall immediately inspect the equipment and shall give written notice to Discflo Corporation within 48 hours after arrival of the equipment of any claim that the equipment does not conform to the specifications or terms of the order.

RETURNS

Orders accepted by the customer cannot be returned without prior consent from an authorized individual of Discflo Corporation, the use of a Return Material Authorization (RMA) form and the issuance of an RMA number by Discflo Corporation. The RMA number must be clearly displayed on the outside packing of the returned goods. **SHIPMENTS SENT WITHOUT AN RMA NUMBER WILL NOT BE ACCEPTED.** Shipping charges on authorized returns are to be prepaid by the customer unless otherwise specified. No returns permitted on modified, special or submersible pumps. Other Discflo equipment must be returned within 30 days. All returned goods are subject to a 25% restocking charge.

CANCELLATIONS

In the event the quotation results in an order that is canceled or terminated by the customer, the customer agrees to pay to Discflo Corporation plus the actual cost of labor, materials, overhead and related direct costs and expenses incurred by Discflo Corporation in connection with the order. It being impossible to ascertain or estimate the entire or exact cost, damage or injury that Discflo may sustain by reasons of cancellation, and such sum is agreed to as seasonable compensation and not as a penalty.

LIMIT OF LIABILITY

Discflo Corporation is not liable or responsible for any loss, damage, injury to person or property or any direct or consequential damage arising from sale, installation, or use of this equipment. Discflo Corporation shall not be held liable for any losses or damages to the customer resulting from improper operation, care or abuse of this equipment. Discflo Corporation is not liable for any damage to process or product due to the sale, installation, or use of this equipment.

WARRANTY

Discflo warrants to the original purchaser that equipment of Discflo manufacturing is free from defects in material and workmanship for a period of 1 year from date of start up or 18 months from delivery whichever occur first.

Discflo guarantees to repair or replace FOB Discflo factory any equipment found to be defective, provided written notice of the alleged defect is received within the previously stated time period.

EXCLUDED FROM THE FOREGONG GUARANTEE ARE DAMAGES CAUSED BY ORDINARY WEAR AND TEAR, EROSION AND CORROSION OR BY MISUSE, ABUSE OR IMPROPER HANDLING BY THE PURCHASER OR ANY THIRD PARTY. DISCFLO CORPORATION MAKES NO ADDITIONAL WARRANTEE EXPRESSED OR IMPLIED. WHETHER OF MERCHANTABILITY FITNESS FOR PURPOSE, OR OTHERWISE, OTHER THAN STATED ABOVE, DISCFLO CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGE, NOR FOR ANY OTHER CLAIMS ARISING OUT OF THE SALE OR USE OF ITS EQUIPMENT BEYOND THE REMEDY STATED ABOVE.

Equipment parts or accessories manufactured by others carry the guarantee of the manufacturer only. Any warranties or claims which differ from the foregoing are unauthorized by Discflo Corporation and shall become the warranty safety of the party making them, unless specifically authorized in writing by an officer of Discflo Corporation.

Should any provision of the foregoing be held ineffective, the remaining provisions shall continue in full force and effect.

RISK OF LOSS

Discflo Corporation, shall not be liable for damages arising from its failure to make or delay in making delivery because of fire, flood, strikes, riots embargoes on freight by any government, accidents, insurrection, lockouts, breakdown of machinery, loss or damage of goods in transit, Act of God or any other circumstances or unavoidable cause beyond the control of Discflo Corporation. In no case shall Discflo Corporation be responsible for any liability, loss or damage after delivery of the equipment in good order and condition to the carrier or carriers at any point of shipment.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.11: Approve Pebble Quicklime Purchase Agreement - Cooperative Purchasing (Piggyback) - Public Service Department (FY 2021 Budget Funded) - Lhoist North America of Alabama, LLC

SUMMARY:

The Public Service Department, throughout the year, has a need to purchase pebble quicklime, which is a critical chemical component in the water treatment process that enables organic contaminants to be saturated and attach to sand that is used in the process; thus, providing a higher quality of water to our customers.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract awarded to Lhoist North America of Alabama, LLC by the City of Tamarac. This selection by the City of Tamarac, as the lead agency for the Co-Op, was completed through a competitive selection process - Furnish, Deliver & Discharge of Quicklime (Bid No. 20-21B - August 31, 2020).

The proposed price provided is as follows:

- Pebble Quicklime \$284.80/Ton

Note: The proposed piggyback contract was completed as part of the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs/power within the Co-Op to receive the best (lowest) price possible. Approximately fifty-six (56) government entities, including the Village of Palm Springs, participate within the Southeast Florida Governmental Purchasing Cooperative.

If approved, the Village would accept Lhoist North America of Alabama, LLC's pricing piggybacking the City of Tamarac's (Southeast Florida Co-Op) contract including all terms,

conditions, and pricing therein. The term of the contract is set to expire on October 31, 2023, and may be renewed for three (3) additional one (1) year periods. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The Village maintains an existing agreement with this Vendor (expired on October 31, 2020) that provides for three (3) additional one (1) year terms at a lower price than the proposed piggyback agreement under the Southeast Florida Governmental Purchasing Cooperative. However, the vendor is unable to provide this required chemical due to the significant increase in cost to produce quicklime. As a result, the City of Tamarac issued a new invitation to bid for quicklime supply that was awarded to LLhoist North America of Alabama, LLC (same vendor) on September 23, 2020 ,and made available to the Co-Op members to piggyback.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed agreement has been prepared by the Village Attorney and reviewed by the Public Services Director/Engineer, Assistant Public Service Director/Engineer, Utilities Superintendent, and the Finance Director.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

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.

ATTACHMENTS:

Proposed Agreement - LLhoist North America of Alabama, LLC.

City of Tamarac - Executed Contract

City of Tamarac - Invitation to Bid

City of Tamarac - Bid Responses

AGREEMENT TO FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

This Agreement to Furnish, Deliver and Discharge of Quicklime ("Agreement" hereafter) is made as of the 20th day of October, 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 **Lhoist North America of Alabama, LLC**, 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109, 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 quicklime; and,

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group through its competitive selection process awarded the Contract for delivery of quicklime (Bid # 20-21B) ("Co-op 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 delivery of quicklime based on the pricing and terms and conditions of the Co-op Contract contained herein.

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. Co-op Contract. The Co-op Contract with the VENDOR 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 all entities using this bid and all associated and applicable Contract Documents as defined therein. The City of Tamarac is the lead agency and bid the contract for the goods and services.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Co-op Contract and pricing therein, the VENDOR shall deliver quicklime 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 Co-op 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, if any);

- C. Co-op Contract (including all Contract Documents and bid documents as defined therein which are applicable to the Project).

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 Co-op Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, for the prices stated in the Co-op Contract which shall be considered the "Contract price", attached hereto and incorporated herein, approved by the City of Tamarac, (the lead agency for this bid). 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 Co-op 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 Contract is November 1, 2020. The term of this contract shall be until October 31, 2023. The Contract may be renewed for up to three one year terms, provided the underlying contract has been renewed.
- 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. 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.
- (b) 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.

(c) 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 Co-op 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 VENDOR, supplier or sub-VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR will advise the Village immediately if it becomes aware of any violation of this statute.

9. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time VENDOR submits a bid or proposal for a contract or before VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR 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 Co-op 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

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: Kenneth Curtiss
Print Name: Kenneth E. Curtiss
Title: Vice President

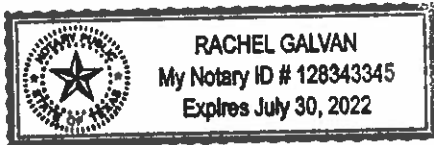
[Corporate Seal]

STATE OF Texas
COUNTY OF Tarrant

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th this _____ day of October, 2020, by

Kenneth Curtiss.

Rachel Galvan
(Signature of Notary Public-State of Florida TEXAS)
RACHEL GALVAN
(Print, type, or stamp commissioned name of Notary public)



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



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 20-21B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2020 End Date: October 31, 2023

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Lhoist North America of Alabama, LLC
Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109
Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator
Phone: (800) 695-5657 (Orders) & (877) 644-9010 Fax: (863) 644-9030
Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com
Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)
Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222
Contact: Inside Sales
Phone: (866) 780-0974 Fax: _____
Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com
Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: September 23, 2020 Resolution/Agenda Item No.: R-2020-095

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Keith K. Glatz, CPPO Email keith.glatz@tamarac.org

Telephone: (954) 597-3567 Fax: (954) 597-3565

City of Tamarac
Interoffice Memorandum
Financial Services Department
PURCHASING DIVISION

To: Michael C. Cernech, City Manager
From: Keith K. Glatz, Purchasing & Contracts Manager
Thru: Christine J. Cajuste, Interim Director of Financial Services
Date: September 8, 2020
Re: Temp Reso #13501 – Award of Agreement – Bid #20-21B, “Furnish, Deliver and Discharge of Quicklime”

Recommendation:

The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the September 23, 2020 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2020 through October 31, 2023, with up to three (3) one year renewal options, authorizing a quarterly material adjustment for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southwest Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

Issue:

The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2020. New bid #20-21B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

Background:

The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2020, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. Price adjustments under this agreement utilize several market indices, including several U. S. Government indices, such as those issued by the Bureau of Labor Statistics, as well as several industry-accepted privately published indices. As a result of market conditions, the existing formula models were not accounting for actual labor costs incurred by all of the firms in the Quicklime market, but our contract language did not provide the necessary flexibility to account for the modification of the pricing model. Regarding the model factors that were adjusted, the change with the greatest impact was the adjustment of the labor index used which was factoring only actual labor wages, and did not to include a factor for fringe benefits. This omission has created significant stress on the contractors, especially after benefit costs began to significantly

escalate a few years ago. There was also a change to the reporting location for diesel fuel from West Texas to the Gulf Coast, since pricing in that region has tended to be more stable. Finally, Lhoist was able to leverage a reduction in transportation costs through the use of privately-owned rail cards rather than contracting with a public rail line.

The new Agreement provides language that will allow the City to review and modify model changes in the future. Accordingly, bid #20-21B was solicited by formal advertisement in the Sun Sentinel, publication on the City's web-site via Bids and Tenders, as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately \$500,000 annually, justifying the split award.

The initial term of the Agreement will be for three (3) years, beginning on November 1, 2020, with up to three (3) additional one (1) year renewals that may be exercised based on satisfactory performance.

Section 5 of the Agreement provides that prices may be adjusted on a quarterly basis each October 1st, January 1st, April 1st and July 1st if the vendor is able to provide substantive documentation to support the request for increase. The Agreement utilizes a contract adjustment model providing for pricing adjustments on a quarterly basis subject to verification of actual cost changes for labor, raw materials (lime) production materials (coal) and fuel pricing. As mentioned earlier, the model utilized previously has been modified to account for industry-wide changes; however, it should be noted that the contract is structured in such a manner that we may see reductions in certain quarters, which has been our experience in the past, which often occurs due to reductions caused by de-escalating fuel and raw materials costs. Staff and other agencies in the Co-op feel that our ability to maintain better control of costs has been significantly enhanced through the institution of the current model. The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 11% for Lhoist and 4% for Carmeuse.

As in past years, the marketplace for Quicklime in South Florida is still very volatile. While production capacities have increased, and fuel costs for both production and transportation have been generally lower, our quicklime suppliers have been forced to purchase some of their raw materials from further away, which has increased their overall raw materials and transportation costs. The use of the quarterly model for price adjustments has actually resulted in a great deal of price stability for the City and other Co-op Lhoist Lime users, as our current price of \$252.69 per delivered ton is very attractive by comparison to recent current pricing being charged by Lhoist in this area as shown in Chart 1 below for entities that require Lhoist to provide stable annual pricing. The reason for the disparity between our pricing and the pricing charged to other entities is that Lhoist and other suppliers must factor in a higher level of contract risk in order to maintain firm pricing. Additionally, pricing can actually decrease as well for both the material and delivery cost, as demonstrated in Chart 2 shown below.

Chart 1 -- Current Delivered Per Ton Pricing For Surrounding Entities:

Palm Beach County Utilities	\$392.24
Cities of Boynton Beach, Lake Worth Beach & Riviera Beach:	\$309.34 *
City of Naples	\$301.13
City of Tamarac – SE FL Co-op (as of July 1, 2020)	\$252.69
City of Tamarac – SE FL Co-op (effective Nov. 1, 2020)	\$284.80

Chart 2 – City Quicklime Pricing: October 2019 – September 2020

<u>Date</u>	<u>Material Cost/Ton</u>	<u>Trans/Surcharges**</u>	<u>Total Cost/Ton</u>
October 1, 2019:	\$162.71	\$105.11	\$267.82
January 1, 2020:	\$161.49	\$107.55	\$269.04
April 1, 2020:	\$161.21	\$106.83	\$268.04
July 1, 2020:	\$147.26	\$105.43	\$252.69

*The Cities of Boynton Beach, Lake Worth Beach and Riviera Beach have joined the SE Florida Govt. Purchasing Co-op Agreement for the first time with this Agreement. Each of the entities will be paying \$284.80 per ton; and will not renew their existing agreement at \$309.34 per ton which will represent a significant savings as a result.

**Transportation charges are additionally adjusted based on a prescribed fuel surcharge formula for every \$.05 increase or decrease in the price of fuel. Fuel charges have generally been under \$4.00 for each quarter.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years.

Fiscal Impact:

Based on our estimated use of approximately 1500 tons of quicklime, we anticipate that the cost of lime will likely show see a slight increase of an additional 1%-- 5% based on the fact that the new model represents a one-time increase of 11% and will only be subject to actual market changes during the agreement, which we do not project to significantly increase over the initial three (3) year contract period. Accordingly, we anticipate that our total expenditures for quicklime for FY21 will be approximately \$427,200, considering incremental changes throughout the year. It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

Cc: Jack Strain
Earl Henry
Anthony Licata

September 3, 2020

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2020- 095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #20-21B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE
AND CORRECT COPY OF R-2020-095

THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL

OF THE CITY OF TAMARAC, FLORIDA.

THIS

25

DAY OF

SEPTEMBER

2020

Deborah J. Hill
CITY CLERK

WHEREAS, the City of Tamarac served as "lead agency" on Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and

WHEREAS, Twenty-one governmental agencies, including the City of Tamarac will utilize this bid to purchase approximately 65,170 tons annually, of quicklime for the Co-op, of which approximately 1,500 tons will be purchased for the City of Tamarac, a copy of said bid is on file with the City Clerk; and

WHEREAS, the City of Tamarac publicly advertised Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" on the City's web-site and in the Sun-Sentinel on August 16, 2020; and

September 3, 2020

WHEREAS, three (3) vendors downloaded the bid from the City's web-site; and two (2) complete bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Lhoist North America of Alabama, LLC submitted the lowest delivered bid price per ton for the City, and prices as shown on the bid tabulation for other members of the Co-Op, a copy of the bid tabulation is attached hereto as Exhibit "1"; and

WHEREAS, Lhoist North America of Alabama, LLC was deemed the lowest responsive and responsible bidder for the City of Tamarac, and for twenty-three (23) members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carneuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist North America of Alabama, LLC, and Carneuse Lime & Stone, Inc. may seek a price adjustment on a quarterly basis based on actual costs or in accordance with one or more recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the Co-op will be met by the utilization of an ongoing

quarterly material price adjustment formula, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with three (3) additional one (1) year renewal options for the City of Tamarac, and on behalf of twenty (20) other agencies in the Co-op; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options for the City of Hollywood, an agency in the Co-op; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, on behalf of the City of

September 3, 2020

Tamarac and on behalf of an additional Twenty (20) agencies in the Southeast Florida Governmental Purchasing Cooperative, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, for the City of Hollywood, an agency in the Co-op.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The award of Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac and twenty-three (23) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said

September 3, 2020

award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: The award of Bid 20-212B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for prices as shown in Exhibit "1" on behalf of the City of Hollywood, an agency in the Co-op.

SECTION 6: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent renewal options to this Agreement, and to initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

September 3, 2020

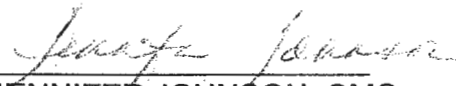
SECTION 9: This Resolution shall become effective immediately

upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 23rd day of September 2020.


MICHELLE J. GOMEZ
MAYOR

ATTEST:


JENNIFER JOHNSON, CMC
CITY CLERK

I HEREBY CERTIFY that I
Have approved this
RESOLUTION as to form.


SAMUEL S. GOREN
CITY ATTORNEY

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

Yes

DIST 1: V/M BOLTON

Yes

DIST 2: COMM. GELIN

Yes

DIST 3: COMM. FISHMAN

Yes

DIST 4: COMM. PLACKO

Yes

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$712,000.00
2	Broward County Dist. 2	1390 NE 51 St.	4500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$1,281,600.00
3	City of Coral	3800 NW 85th	1352	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$385,049.60
4	Town of Davie	3500 NW 76th Avenue	1000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$284,800.00
5	City of Dania Beach	1201 Stirling Road Dania	350	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$99,680.00
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant	1415	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$402,992.00
7	City of Fort Lauderdale	949 NW 38th St. Ft. Lauderdale	11500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$3,275,200.00
8	City of Hallandale	630 NW 6th	900	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$256,320.00
9	City of Lake Worth Beach	301 College St. Lake Worth	525	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$149,520.00
10	City of Lauderhill	2101 NW 49th	1825	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$519,760.00
11	City of North Lauderdale	841 NW 71st Avenue North	650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$185,120.00
12	City of North	12098 NW 11th	1150	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$327,520.00
13	Village of Palm	360 David Road	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
14	Village of Palm Springs	5618 Basil Drive West Palm Beach	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
15	City of Pompano Beach	City of Pompano Beach	2200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$626,560.00
16	City of Riviera Beach	800 W. Blue Heron Blvd. Riviera Beach	588	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$167,462.40

17	City of Sunrise	4350 Springtree Drive Sunrise	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$683,520.00
18	City of Sunrise	15400 Sludge Mill Road Davie	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
19	Village of Wellington	1100 Wellington Trace Wellington	1330	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$378,784.00
Subtotal:											\$10,248,528.00

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd. Boynton Beach	1685	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 479,888.00
2	City of Delray Beach	201 SW 7th St. Delray Beach	3650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,039,520.00
3	City of Hollywood	3441 Hollywood Blvd. Hollywood	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 683,520.00
4	City of Margate	980 NW 66th Ave Margate	2000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 569,600.00
5	City of North Miami Beach	19150 NW 8th Ave Miami Gardens	3000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 854,400.00
6	City of Pembroke Pines	7960 Johnson Street Pembroke Pines	4200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,196,160.00
7	City of Tamarac	7803 NW 61st Street Tamarac	1500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 427,200.00

8	City of West Palm Beach	1009 Banyan Blvd. West Palm Beach	5200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,480,960.00
Subtotal:											\$ 6,731,248.00

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered		PRICE PER TON	FREIGHT CHARGE	Delivered	
						Price	Agency Total			Price	Agency Total
1	City of Hollywood	Wastewater 1621 N14th Ave Hollywood	5550	\$ 190.00	\$ 100.99	\$ 290.99	\$ 1,614,994.50	\$ 202.00	\$ 180.33	\$ 382.33	\$ 2,121,931.50
Subtotal:							\$ 1,614,994.50				\$2,121,931.50

GRAND TOTAL AWARD

\$ 1,614,994.50

\$ 16,979,776.00


Keith K. Glatz

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
LHOIST NORTH AMERICA OF ALABAMA, LLC

THIS AGREEMENT is made and entered into this 8th day of September, 2010 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC an Alabama Limited Liability corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Tamarac and participating member of the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4** Contractor shall be required to provide a copy of the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured; and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - General Liability - \$1M per occ. / \$2M aggregate
 - Automobile – \$1M per occ. / \$1M aggregate
 - Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein, shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The Contractor shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be

liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Lhoist North America of Alabama, LLC
5600 Clearfork Main Street, Suite 300
Fort Worth, TX 76109
Attn: Ron Thompson, CEO

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Warranties

Contractor warrants that the materials sold hereunder shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **CONTRACTOR MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

17 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. CONTRACTOR'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING MATERIAL OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING MATERIAL.

18 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

22 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

23 Scrutinized Companies -- 287.135 AND 215.473

- 23.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24 Public Records

- 24.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 24.1.1** Keep and maintain public records required by the City in order to perform the service;
 - 24.1.2** Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 24.1.3** 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 contractor does not transfer the records to the City.
 - 24.1.4** Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by

the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 24.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

25 Public Records Custodian

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 AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez
Michelle J. Gomez, Mayor

Date

Michael C. Cernech
Michael C. Cernech, City Manager

Date

ATTEST:

Jennifer Johnson
Jennifer Johnson, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Yam A. Gonzalez
City Attorney

Date

ATTEST:

Kenneth Curtis
Signature of Corporate Secretary

Kenneth E. Curtis
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC

Company Name

Ron Thompson
Signature of CEO

Ron Thompson
CEO

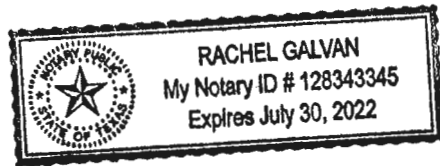
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF TX :
COUNTY OF Tarrant : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ron Thompson, CEO of Lhoist North America of Alabama, LLC an Alabama Limited Liability Corporation duly registered as Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 25 day of September, 2020



[Signature]
Signature of Notary Public
State of ~~Florida~~ TX at Large

Rachel Galvan
Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76th Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 Raul_sotelo@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 Jniemann@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38th Street	Oakland Park, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14th Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org iblanco@hollywoodfl.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 TSloan@LakeWorthBeachFL.Gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 Levans@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@marginetfl.com
City of North Lauderdale	841 NW 71st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8th Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 Moises.sierraortiz@jacobs.com Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 michael.cepeda@jacobs.com

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 ddanford@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 rsml@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 sfeliciano@wpb.org

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UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	2500	\$202.00	\$82.80	\$284.80
Broward County Dist. 2	1390 NE 51 St.	4500	\$202.00	\$82.80	\$284.80
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$202.00	\$82.80	\$284.80
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.00	\$82.80	\$284.80
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.00	\$82.80	\$284.80
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.00	\$82.80	\$284.80
City of Fort Lauderdale (2)	949 NW 38th St., Ft. Lauderdale	11500	\$202.00	\$82.80	\$284.80
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$202.00	\$82.80	\$284.80
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.00	\$82.80	\$284.80
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.00	\$82.80	\$284.80
City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.00	\$82.80	\$284.80
City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.00	\$82.80	\$284.80
Village of Palm Springs	360 David Road, Palm Springs	600	\$202.00	\$82.80	\$284.80
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.00	\$82.80	\$284.80
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$202.00	\$82.80	\$284.80
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.00	\$82.80	\$284.80
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.00	\$82.80	\$284.80
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.00	\$82.80	\$284.80
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.00	\$82.80	\$284.80
TYPE 1A – Foundry/ Rice Lime					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.00	\$82.80	\$284.80
City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.00	\$82.80	\$284.80
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.00	\$82.80	\$284.80
City of Margate	980 NW 66th Ave, Margate	2000	\$202.00	\$82.80	\$284.80
City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.00	\$82.80	\$284.80
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.00	\$82.80	\$284.80
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.00	\$82.80	\$284.80
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.00	\$82.80	\$284.80
Approximate Total Annual Tonnage		59,620			

Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

ATTACHMENT B

TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:
<https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME & STONE INC.

THIS AGREEMENT is made and entered into this 9th day of September, 2020 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone Inc., a Delaware corporation, duly registered as a Florida Foreign corporation with principal offices located at 11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Hollywood, Florida through the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall, at all times, have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to provide a copy of the "Contractor Pass Request

Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.

- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - General Liability - \$1M per occ. / \$2M aggregate
 - Automobile – \$1M per occ. / \$1M aggregate
 - Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) year periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis beginning on January 1, 2021 in accordance with Section 5.3 "Escalation / De-escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but

not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be

liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Carmeuse Lime & Stone Inc.
11 Stanwix Street
Pittsburgh, PA 15222
Attn: Phil Piggott, V.P. of Sales & Marketing

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21 Scrutinized Companies -- 287.135 AND 215.473

- 21.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not

on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

- 21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22 Public Records

- 22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

22.1.1 Keep and maintain public records required by the City in order to perform the service;

22.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

22.1.3 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 contractor does not transfer the records to the City.

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

- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23 Public Records Custodian

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 AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder

of

Page

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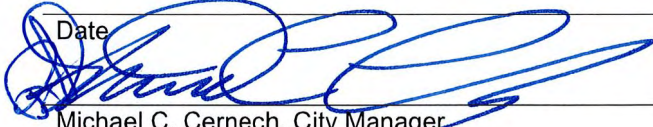
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President of Operations, General Mgt., duly authorized to execute same.

CITY OF TAMARAC


 Michelle J. Gomez, Mayor

Date


 Michael C. Cernech, City Manager

Date

9-24-20

ATTEST:


 Jennifer Johnson, CMC
 City Clerk

Date

9-24-2020

Approved as to form and legal sufficiency:

City Attorney

Date

9/14/20

ATTEST:


 Signature of Corporate Secretary

Nicholas Bonarrigo

Deputy General Counsel, Assistant Secretary

(CORPORATE SEAL)

CARMEUSE LIME & STONE, INC.

Company Name


 Signature of Vice President of Operations, General Mgt.

Jeff Bittner

September 9, 2020

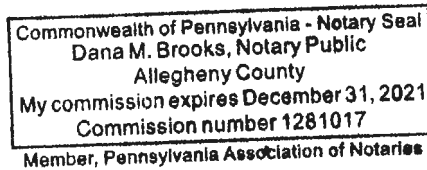
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
COUNTY OF Allegheny : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jeff Bittner, Vice President of Operations, General Mgt of Carmeuse Lime & Stone, Inc. a Delaware Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9th day of September, 2020.



Dana M. Brooks

Signature of Notary Public
State of ~~Florida~~ Pennsylvania

Dana M. Brooks.

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID

Contact information for the agency participating in this agreement and its respective delivery location:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Hollywood, Wastewater	1621 N. 14 th Avenue	Hollywood, FL 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org jblanco@hollywoodfl.org

UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 2 – Hi Cal Granular					
City of Hollywood. Wastewater	1621 N. 14 th Avenue, Hollywood 33022	5550	\$190.00	\$100.99	\$290.99
Approximate Total Annual Tonnage		5550			

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ATTACHMENT B TRUCK FUEL SURCHARGE SCALE

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\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



Printed: 8/13/2020 9:38:29 AM

Page 1 of 3

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : \$124.20

PACKAGE NAME: SSC Advertisement For Bids



Printed: 8/13/2020 9:38:29 AM

Page 2 of 3

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : **\$124.20**

PACKAGE NAME: SSC Advertisement For Bids

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com

AdSize(s): 1 Column

Run Date(s): Sunday, August 16, 2020

Color Spec. B/W

Preview

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : \$124.20**PACKAGE NAME: SSC Advertisement For Bids****ADVERTISEMENT INVITATION TO BID
(ITB)****ALL QUALIFIED BIDDERS:**

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tendersTM until 3:00 PM local time, Monday, August 31, 2020 for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tendersTM on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. Please download the bid document to receive instructions about attending the virtual bid opening ceremony.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,

/s/Kelith K. Glatz
Kelith K. Glatz, CPPD
Purchasing & Contracts Manager
8/16/2020 6742699

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name: Lhoist North America of Alabama, LLC
Address: 1479 Town Center Drive
Suite 229
Lakeland, Florida 33803
Contact: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Phone: 863-644-9010
Fax: 863-644-9030
HST#:

Submission Details

Created On: Tuesday August 25, 2020 08:57:58
Submitted On: Saturday August 29, 2020 14:15:06
Submitted By: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Transaction #: 28c96c3f-ecff-4a4f-8a79-d49ffc6d798e
Submitter's IP Address: 65.35.99.250

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☐ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	Broward County Dist. 1	3701 N State Road 7	2500	\$202.0000	\$82.8000	\$ 712,000.00	*
2	Broward County Dist. 2	1390 NE 51 St.	4500	\$202.0000	\$82.8000	\$ 1,281,600.00	*
3	City of Coral Springs Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.	3800 NW 85th Avenue, Coral Springs	1352	\$202.0000	\$82.8000	\$ 385,049.60	*
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.0000	\$82.8000	\$ 284,800.00	*
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.0000	\$82.8000	\$ 99,680.00	*
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.0000	\$82.8000	\$ 402,992.00	*
7	City of Fort Lauderdale Must deliver between 7:00AM and 3:00 Daily.	949 NW 38th St., Ft. Lauderdale	11500	\$202.0000	\$82.8000	\$ 3,275,200.00	*
8	City of Hallandale Beach Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	630 NW 6th Avenue, Hallandale	900	\$202.0000	\$82.8000	\$ 256,320.00	*
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.0000	\$82.8000	\$ 149,520.00	*
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.0000	\$82.8000	\$ 519,760.00	*
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.0000	\$82.8000	\$ 185,120.00	*
12	City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.0000	\$82.8000	\$ 327,520.00	*
13	Village of Palm Springs	360 David Road, Palm Springs	600	\$202.0000	\$82.8000	\$ 170,880.00	*
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.0000	\$82.8000	\$ 170,880.00	*
15	City of Pompano Beach	City of Pompano Beach	2200	\$202.0000	\$82.8000	\$ 626,560.00	*
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.0000	\$82.8000	\$ 167,462.40	*
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.0000	\$82.8000	\$ 683,520.00	*
18	City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.0000	\$82.8000	\$ 170,880.00	*
19	Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.0000	\$82.8000	\$ 378,784.00	*
						Subtotal:	\$ 10,248,528.00

Type 1A -- Foundry/Rice Lime

☐ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.0000	\$82.8000	\$ 479,888.00	
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.0000	\$82.8000	\$ 1,039,520.00	
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.0000	\$82.8000	\$ 683,520.00	
4	City of Margate	980 NW 66th Ave, Margate	2000	\$202.0000	\$82.8000	\$ 569,600.00	
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.0000	\$82.8000	\$ 854,400.00	
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.0000	\$82.8000	\$ 1,196,160.00	
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.0000	\$82.8000	\$ 427,200.00	
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.0000	\$82.8000	\$ 1,480,960.00	
						Subtotal:	\$ 6,731,248.00

Type 2 – Hi CAL Granular

☐ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$202.0000	\$180.3300	\$ 2,121,931.50	
						Subtotal:	\$ 2,121,931.50

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	\$ 10,248,528.00
Type 1A -- Foundry/Rice Lime	\$ 6,731,248.00
Type 2 – Hi CAL. Granular	\$ 2,121,931.50
Subtotal Contract Amount:	\$ 19,101,707.50

Bid Questions

TERMS: _____% (percent discount, if any, if payment made within _____ DAYS; otherwise, terms are NET 30 days. No Discount. Payment terms net 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO No - only on COD accounts.

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons. Yes

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. Lime will be shipped via rail from manufacturing point in AL to distribution terminals in South Florida (Pompano and Ft. Lauderdale). Lime is unloaded into silos and then loaded into pneumatic tankers for delivery to customers' silos.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No Yes

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
OTHER	Lhoist North America of AL, LLC	1479 Town Center Drive, Suite 229, Lakeland, FL 33803	3146144950	Lakeland	FL	33813	M09000001425	63-1002780	dale.james@lhoist.com

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

- 1. 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.
- 2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
- 4. Impose a section 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.
- 5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
☒ Yes		*
☐ No		

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	9	N/A	Chemical Lime Company	No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	No	Manufacturer	☒ Yes ☐ No

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes ☐ No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	
1	Equally-owned (Female and Male)	Caucasian/White	None	Other	NONE	*

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL 33309	Matthew Sweatman	954-533-6795	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL	Matthew Sweatman	954-533-6795	*

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	
Santos George	Quicklime Driver	*
Glover Gilley	Quicklime Driver	
Hayden Gayle	Quicklime Driver	
Franklyn Ulysses	Quicklime Driver	
Matthew Sweatman	Manager and Quicklime Driver	

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Lakeland	1501 West Bella Vista Street Lakeland, Florida 33805	Joseph Costine	863-834-6750	Joseph.Costine@lakelandgov.net	*
2	City of West Palm Beach	401 Clematis Street, 5th Floor West Palm Beach, FL 33401	Mona Wamsley	561-494-1055	rwamsley@wpb.org	*
3	Palm Beach County COOP	100 E. Boynton Beach Blvd Boynton Beach, FL 33435	Julianne Alibrandi	561-742-6322	AlibrandiJ@bbfl.us	*
4	City of Naples	1000 Fleischmand Blvd Naples, FL 34102	Gerald Secory	239-213-7100	jsecory@naplesgov.com	*
5	City of Orlando	6001 Iron Bridge Circle Orlando, Florida 32765	Diane Tisdell	407-246-2563	Diane.Tisdell@orlandogov.org	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - TAMARAC NON-COLLUSIVE AFFIDAVIT.pdf - Friday August 28, 2020 14:14:21
- [Certified Resolution](#) - TAMARAC CERTIFIED RESOLUTION.pdf - Friday August 28, 2020 13:48:40
- [Certificate of Insurance Proof of Compliance with Requirements](#) - COI THE CITY OF TAMARAC_2947859_64.pdf - Thursday August 27, 2020 09:10:45
- [W9 Form](#) - LNA_AL 2020 W-9.pdf - Thursday August 27, 2020 09:09:12
- [Vendor Narrative to address any issues as requested in the bid document](#) - Pricing Formula and Proposed Exceptions _ Tamarac.pdf - Friday August 28, 2020 14:22:46

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

contract.

15. **UNBALANCED BIDS**

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. **UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. **VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. **CUSTODIAN OF RECORDS**

IF THE BIDDER 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 AT:

CITY CLERK

7525 NW 88th AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

-

Remainder of Page Intentionally Blank

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Dale James, Sales Manager, Lhoist North America of Alabama, LLC
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

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

Please 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
There have not been any addenda issued for this bid.		

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name:	Carmeuse Lime & Stone
Does your company conduct business under any other name? If yes, please state:	PA
Address:	11 Stanwix Street Pittsburgh, PA 15222
Contact:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Phone:	412-995-2025
Fax:	412-995-2025
HST#:	25-1254420

Submission Details

Created On:	Tuesday August 18, 2020 10:38:56
Submitted On:	Friday August 21, 2020 14:38:56
Submitted By:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Transaction #:	12b06e15-86a9-472e-a0bf-55c0b79b0203
Submitter's IP Address:	12.91.164.154

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☒ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	Broward County Dist. 1	3701 N State Road 7	2500				*
2	Broward County Dist. 2	1390 NE 51 St.	4500				*
3	City of Coral Springs Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.	3800 NW 85th Avenue, Coral Springs	1352				*
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000				*
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350				*
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415				*
7	City of Fort Lauderdale Must deliver between 7:00AM and 3:00 Daily.	949 NW 38th St., Ft. Lauderdale	11500				*
8	City of Hallandale Beach Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	630 NW 6th Avenue, Hallandale	900				*
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525				*
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825				*
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650				*
12	City of North Miami	12098 NW 11th Ave, North Miami	1150				*
13	Village of Palm Springs	360 David Road, Palm Springs	600				*
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600				*
15	City of Pompano Beach	City of Pompano Beach	2200				*
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588				*
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400				*
18	City of Sunrise	15400 Sludge Mill Road, Davie	600				*
19	Village of Wellington	1100 Wellington Trace, Wellington	1330				*
Subtotal:						Not Submitting	

Type 1A -- Foundry/Rice Lime

☒ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685				
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650				
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400				
4	City of Margate	980 NW 66th Ave, Margate	2000				
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000				
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200				
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500				
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200				
Subtotal:						Not Submitting	

Type 2 – Hi CAL Granular

☐ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$190.0000	\$100.9900	\$ 1,614,994.50	
Subtotal:						\$ 1,614,994.50	

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	Not Submitting
Type 1A -- Foundry/Rice Lime	Not Submitting
Type 2 – Hi CAL. Granular	\$ 1,614,994.50
Subtotal Contract Amount:	\$ 1,614,994.50

Bid Questions

TERMS: _____% (percent discount, if any, if payment made within _____ DAYS; otherwise, terms net 30, no discount for early payment are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO **NO**

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons.

YES, we have a facility that quarries and calcines the lime in question in Saginaw, Alabama. The material is transported from there to one of several terminals within Florida. Most of our supply will come out of our Pompano terminal.

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. **We only have capacity to bid on the Type-2 HiCal for Hollywood, FL WWTP.**

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No **NO, we are a private corporation.**

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Carmeuse Lime & Stone	11 Stanwix St, 21st flr	4129952025	Pittsburgh	PA	15222	N/A	25-1254420	salesinquiries@carmeuse.com

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *	
☒ Yes ☐ No	*

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	160	None	None	No	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	N/A	Manufacturer	☒ Yes ☐ No

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes ☐ No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	*
1	Not Applicable	Caucasian/White	None	Other	None	*

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	*
Walpole	269 NW 9th St, Okeechobee, FL 34972	John Cincotta	813-623-1702	
N/A	N/A	N/A	N/A	*

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	*
Walpole	Delivery of Lime	*

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	*
1	Miami Dade Water	111 NW 1st Street, Miami, FL 33128	Herman Ramsey	305-375-2851	Unknown	*
2	City of Boca Raton	201 West Palmetto Park Rd, Boca Raton, FL 33432	Sean Sexton	561-338-7324	Unknown	*
3	Tampa Bay Water	2575 Enterprise Rd, Clearwater, FL 33763	Ken Enlow	813-626-8708 ext. 239	Unknown	*
4	City of Hollywood	3441 Hollywood Blvd, Hollywood, FL 33020	Ralph Dierks	954-921-3223	Unknown	*
5	City of Palm Bay, FL	1103 Troutman Blvd NE	Susan Blair	321-952-3424 ext. 3229	Unknown	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - NON-COLLUSIVE AFFIDAVIT - signed.pdf - Friday August 21, 2020 14:32:08
- [Certified Resolution](#) - Carmeuse Lime & Stone Inc Officers and Directors Resolution 2019 FINAL.pdf - Tuesday August 18, 2020 11:20:59
- [Certificate of Insurance Proof of Compliance with Requirements](#) - City of Hollywood COI.pdf - Tuesday August 18, 2020 11:24:58
- [W9 Form](#) - W-9 Carmeuse Lime & Stone Inc.pdf - Tuesday August 18, 2020 11:21:23
- [Vendor Narrative to address any issues as requested in the bid document](#) - Vendor Narrative.pdf - Friday August 21, 2020 14:37:18

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

contract.

15. **UNBALANCED BIDS**

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. **UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. **VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. **CUSTODIAN OF RECORDS**

IF THE BIDDER 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 AT:

CITY CLERK

7525 NW 88th AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

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Remainder of Page Intentionally Blank

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Jeff McElhinny, Inside Sales Representative, Carneuse Lime & Stone
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

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

Please 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
There have not been any addenda issued for this bid.		

INVITATION TO BID



20-21B

Furnish, Deliver and Discharge of Quicklime

Publish Date:

08/12/2020

Bid Due and Bid Opening Date:

08/31/2020 at 3:00 PM

Pre-Bid Conference:

None Required

Where to Deliver Bid

Online At:

<https://tamarac.bidsandtenders.org>

All Questions Due:

08/20/2020 by 5:00 PM

**For
Public Services Department
and
The Southeast Florida Governmental Purchasing Cooperative**

INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS

20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

OUR VISION & MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

ACCESSIBILITY

The information contained in this document is available in an accessible format at:
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

A. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION & AUTHORITY

It is the intent of the City to award to the most responsible and responsive Responding firm. The City reserves the right to accept or reject any or all responses and to waive any informality concerning the responses when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the response on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

- B = Invitation for Bid (ITB)
- R = INVITATION TO BID(ITB)
- L = Letter of interest (LOI)
- Q = Request for Qualifications (RFQ)
- RB = Re-Bid
- RP = Re-Proposal
- FQ = Formal Quotation (RFFQ)
- IQ = Informal Quotation (RFIQ)
- HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

3. DEFINED TERMS

- 3.1 "Addenda"** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.
- 3.2 "Agreement"** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 3.3 "City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 3.4 "Contract Administrator"** – The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

- 3.5 “Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplemental, Addenda, and Change Orders), and all supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
- 3.6 “Contractor”** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 3.7 “Co-op” or “Cooperative”** – The Southeast Florida Governmental Purchasing Cooperative.
- 3.8 “On-line e-procurement system” or “e-procurement system”** – The City of Tamarac’s solicitation management partner “bidsandtendersTM”
- 3.9 “bidsandtendersTM”** -- The City of Tamarac’s on-line solicitation management partner and the e-procurement system used by the City. The terms “on-line e-procurement system” and “bidsandtendersTM” may be used interchangeably herein.
- 3.10 “Notice to Proceed”** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.
- 3.11 “Performance Based Contract”** -- A contracting model whereby satisfactory performance under the contract, will result in the City’s exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor’s loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.
- 3.12 “Project”** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.
- 3.13 “Project Manager”** – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.
- 3.14 “Request for Proposals (ITB)”** -- A Request for Proposals (ITB) is a method of procurement permitting discussions with responsible respondents and revisions to proposals **prior** to award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.
- 3.15 “Respondent/Offeror/Proposer”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.
- 3.16 “Response Documents/Proposal”** - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 3.17 “Specifications”** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the work and certain administrative details applicable thereto.
- 3.18 “Subcontractor”** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of any work.
- 3.19 “Successful Offeror/Respondent”** - the

qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

- 3.20 "Supplier"** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 3.21 "Term Contract"** -- A requirements agreement by which a specific good or service may be obtained from a vendor at a specific price for a specific timeframe.
- 3.22 "Unit Price Work"** – Work to be paid for on the basis of unit prices.
- 3.23 "Work"** – The entire completed scope of work or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to furnishing labor, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.
- 3.24 "Written Amendment"** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work related aspects of the Contract Documents.

4. CLARIFICATION & ADDENDA

- 4.1** Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.
- 4.2** The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.
- 4.3** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.
- 4.4** The City of Tamarac reserves the right to amend

this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

- 4.5 **** SPECIAL NOTE** -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

5. SUBMISSION OF THE BID

The Responding firm is directed to submit all bids online at <https://tamarac.bidsandtenders.org/Module/Tenders/en> no later than the date and time specified on the cover page of this solicitation document. Bids will not be considered and cannot be entered online after the above referenced closing date. The City will not be responsible for a late bid as a result of the vendor's

inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

6. MODIFICATION AND WITHDRAWAL OF BID

6.1 Bids may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Bids, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tender/s/en>. Withdrawal of a Bid will not prejudice the rights of an Offeror to submit a new Bid prior to the Bid opening date and time.

6.2 If, within twenty-four (24) hours after Bids are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident, Offeror may withdraw its Bid and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

7. REJECTION OF BIDS

7.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized

alterations, or irregularities of any kind.

7.2 City reserves the right to reject the Bid of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Bid is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

8. OMISSION OF DETAILS

8.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

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

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/Bid. The City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the response

10. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

11. QUANTITIES

Any quantities which may be shown herein, as applicable, are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

12. DELIVERY

All items shall be delivered F.O.B. destination to an address specified by the using agency. All delivery costs and charges must be included in the Bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Bid.

13. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the Bid. Each sample must be marked with the Proposer's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Any pricing provided shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of ninety (90) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

Prompt Payment Discounts: Offerors are encouraged to provide prompt payment terms. If no payment discount is offered, the Offeror shall enter zero (0) for the percentage discount to indicate net 30 days. If the Offeror does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

*****IMPORTANT NOTE*****

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

15. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

16. RESPONSE TABULATION

After the response time has closed, and after review by the Evaluation Committee, a tabulation of points awarded to each response will be posted online at: <https://tamarac.bidsandtenders.org>. Offerors will be able to download the tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed responses and quotations or Bids received by an agency pursuant to invitations for bid or requests for Bids are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

17. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

18. OTHER GOVERNMENTAL ENTITIES

This bid is issued on behalf of members of the Southeast Florida Governmental Purchasing Cooperative. Only those agencies listed in this document will be eligible to participate in this contract. Contractor shall provide insurance to each agency based on the requirements listed herein at a minimum. Each agency will be responsible for coordinating their own orders, and the City will not be a party to any dispute between Contractor and any other agency besides the City.

19. UNBALANCED RESPONSES

When a unit price proposed has variable or estimated

quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

20. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

21. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

22. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

23.1 Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

23.2 During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

24. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

25. WITHDRAWAL OF BID

Any Responding firm may withdraw its Bid prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. This must be requested prior to the Bid opening date and time.

26. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a Bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

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B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid.

The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT:

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment,

notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent

contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

15. UNBALANCED BIDS

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. CUSTODIAN OF RECORDS

IF THE BIDDER 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 AT:

**CITY CLERK
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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August 12, 2020

20-21B

ADVERTISEMENT INVITATION TO BID (ITB)
ALL QUALIFIED BIDDERS:

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenders™ until **3:00 PM local time, Monday, August 31, 2020** for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



Keith K. Glatz, CPPO
Purchasing & Contracts Manager

Virtual Bid Opening Ceremony to be held at 3:00 P.M. on August 31, 2020. The public may access the Bid Opening Ceremony at the following link via Microsoft Teams:

[Join Microsoft Teams Meeting](#)
[+1 954-289-2459](#) United States, Fort Lauderdale (Toll)
Conference ID: 513 062 477#

Publish Sun-Sentinel: 08/16/2020



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

"WORKING TOGETHER TO REDUCE COSTS"

**SPECIAL INSTRUCTIONS
BID 20-21B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**

1. SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS:

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7 th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76 th Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 Raul_sotelo@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 Jniemann@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38 th Street	Oakland Park, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2 nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org jblanco@hollywoodfl.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 TSloan@LakeWorthBeachFL.Gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 Levans@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City of North Lauderdale	841 NW 71 st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8 th Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 Moises.sierraortiz@jacobs.com Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 michael.cepeda@jacobs.com
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 ddanford@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 rsmall@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 sfeliciano@wpb.org

2. CONTACT INFORMATION AND QUESTIONS

For inquiries regarding this solicitation Bidders must submit questions online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Once on the webpage bidder should click the solicitation they are interested in and click the "Submit a Question Button". All questions will be reviewed by the City and answered in the form of an addendum which will be uploaded to the City's website and available for all firms registered as plan holders. An example screen shot of how to submit a question is shown below:

Welcome to the City of Tamarac Current Solicitations Website [Bids Homepage](#) [Create Account](#) [Login](#)

This site allows potential Bidders to create a Bidding System Vendor account. Bidders select commodity codes for goods and services and the Bidding System will notify the Vendor by email of Bid opportunities matching their commodity code selection.

Bidders are solely responsible for ensuring their Vendor account information is kept current.

For step by step instructions on how to create an Account please refer to the [Vendor Guide](#)

Purchasing Support:
If you have questions about a specific bid opportunity please direct your inquiry to the contact person listed in the bid document.

Technical Support:
If you encounter technical issues, please contact support@bidsandtenders.org

The following is a list of our current online bid opportunities. Please refer to the Status column in the list to determine if the bid is open, closed or awarded.

[Login](#) [Create Account](#)

Search

Bid Name	Bid Status	Bid Closing Date	Days Left
17-17B - Construction of Sunset Hammock Artistic Work	Open	Tue Aug 1, 2017 3:00:59 pm	5

[Register for this Bid](#) [Submit a Question](#) [Bid Details](#) | [Download Documents \(1\)](#) | [Addenda \(3\)](#) | [Plan Takers \(5\)](#)

The City of Tamarac, Florida has commissioned Margi Glavovic Nothard through Glavovic Studio, Inc. to create Sunset Hammock ("Artwork"), an Artwork of significant size and quality to be located at Sunset Point Park located at 110000 W. McNab Road, Tamarac, Florida. The artwork will reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic from the Sawgrass Expressway both day and night at this highly active park. Artist Margi Glavovic Nothard ("Artist") will be responsible for the artistic creation and oversight of the installation of the final work.

3. DIGITAL FORMS TO COMPLETED WITH BID

The following fillable digital forms have been created and must be submitted / acknowledged with each bid:

[Certification](#)

[Vendor Drug-Free Workplace](#)

[Bidder's Qualification Statement](#)

[References](#)

[Boycotting Israel or Scrutinized Companies List](#)

[APPENDIX A – Part 1 – Contractor Pass Request Contact Information](#)

[APPENDIX A – Part 2 – Contractor Pass Request - List of Contractor Employees Requiring Access to Facilities.](#)

4. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

The following forms must be filled out, scanned back and uploaded to the defined section below:

Document Upload #	Required forms to be printed out, filled out, scanned back in and uploaded
Document Upload 1:	Non-Collusive Affidavit and Acknowledgment Non-Collusive Affidavit
Document Upload 2:	Certified Resolution
Document Upload 4:	Certificate of Insurance Proof of Requirements
Document Upload 5:	W9
Document Upload 6:	Vendor Narrative to address any issues as requested in the bid document. (Please address any items to respond to requests for Licenses, product specifications or other items required.)

Failure to provide the requested attachments **may** result in your bid being deemed non-responsive.

SPECIAL CONDITIONS

BID 20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONTRACT TERM

The contract term shall be for an initial period of three (3) years, beginning November 1, 2020. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

- A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. Pricing will be subject to adjustment on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the U.S. On-Highway Diesel Fuel Prices – U.S. (Average), as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: <https://www.eia.gov/petroleum/gasdiesel/> .

C. Escalation/De-escalation:

- 1. The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation may include, but not be limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS)

reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices. The bidder will need to validate to the City, which sources will be used to justify price adjustments prior to commencement of work under the agreement issued as the result of this invitation for bid. The City reserves the right to exercise final approval of the sources to be used for price adjustment justification.

2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid.
4. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.**

4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
- C. As may be requested by using department, provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.

- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid as referenced in the General Terms and Conditions. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the and upload the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.

11. CAPABILITIES OF THE SUPPLIER

Suppliers of Quicklime under any Agreement resulting from this Invitation for Bid should be actively engaged in the actual production of Quicklime, and may be requested to demonstrate that the firm has the adequate equipment, supplies and labor required to produce the finished material and maintain production of Quicklime, and a continuity of supply to agencies within the Southeast Florida Governmental Purchasing Cooperative. The Supplier must have appropriate reliable distribution channels to transport, deliver and discharge quicklime at the requested delivery locations included herein. Additionally, the firm may be requested to provide copies of its most recent audited financial statement demonstrating that the firm has the necessary financial capability to meet the requirements of agencies within the Southeast Florida Governmental Purchasing Cooperative, as well as information that demonstrates the past experience in making compliant product deliveries for large quantities of quicklime at water treatment facilities similar to

those used by the City. The Bidder will be required to respond to questions included in the Bids and Tenders electronic solicitation document.

12. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

- A. The ability and capacity of the Bidder to perform the requirements of the bid.
- B. The availability and quality of the Bidder's product to the required use.

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TECHNICAL SPECIFICATIONS

BID NO. 20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Type 1: Pebble lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.
- (D) Sampling Procedure
 - 1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
 - 2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.
- (E) Testing Procedures
 - 1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
 - 2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
 - 3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.
- (F) Pebble Size: -1/2" x 5 mesh (-1/2" x 0.157")

Type 1A: Foundry or Rice lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 89% free lime.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Foundry/Rice Size: -5 mesh x 14 mesh (0.157" x 0.0555")

Type 2. Hi-Cal, Granular lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate:
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.
- (D) Sampling Procedure
1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
 2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Sizing:

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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**BID FORM
INVITATION FOR BID
IFB 20-21B**

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ALL PRICING MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS & TENDERS PLATFORM!!

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	2500	\$ _____	\$ _____	\$ _____
Broward County Dist. 2	1390 NE 51 St.	4500	\$ _____	\$ _____	\$ _____
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$ _____	\$ _____	\$ _____
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$ _____	\$ _____	\$ _____
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$ _____	\$ _____	\$ _____
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$ _____	\$ _____	\$ _____
City of Fort Lauderdale (2)	949 NW 38 th St., Ft. Lauderdale	11500	\$ _____	\$ _____	\$ _____
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$ _____	\$ _____	\$ _____
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$ _____	\$ _____	\$ _____
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$ _____	\$ _____	\$ _____
City of North Lauderdale	841 NW 71 st Avenue, North Lauderdale	650	\$ _____	\$ _____	\$ _____
City of North Miami	12098 NW 11 th Ave, North Miami	1150	\$ _____	\$ _____	\$ _____
Village of Palm Springs	360 David Road, Palm Springs	600	\$ _____	\$ _____	\$ _____
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$ _____	\$ _____	\$ _____
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$ _____	\$ _____	\$ _____
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$ _____	\$ _____	\$ _____

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$	\$	\$
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$	\$	\$
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$	\$	\$
TYPE 1A – Foundry/ Rice Lime					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$	\$	\$
City of Delray Beach	201 SW 7 th St., Delray Beach	3650	\$	\$	\$
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$	\$	\$
City of Margate	980 NW 66 th Ave, Margate	2000	\$	\$	\$
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	3000	\$	\$	\$
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$	\$	\$
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$	\$	\$
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$	\$	\$
TYPE 2 -- Hi CAL Granular					
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$	\$	\$
Total Annual Tonnage		65,170			\$

Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

APPENDIX A

CONTRACTOR PASS REQUEST

THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Vendor Contact Phone Number: _____

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed

APPENDIX B

2020 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

(SUCCESSFUL BIDDER)

NOTE: THIS IS A SAMPLE AGREEMENT DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ACTUAL AGREEMENT DOCUMENT WILL BE COMPLETED BY THE SUCCESSFUL BIDDER AT TIME OF AWARD!!

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a ____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - o General Liability - \$1M per occ. / \$2M aggregate
 - o Automobile – \$1M per occ. / \$1M aggregate
 - o Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2020 through October 31, 2023, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through October 31, 2023. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor

Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #20-21B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for

herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21 Scrutinized Companies -- 287.135 AND 215.473

- 21.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22 Public Records

- 22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 22.1.1 Keep and maintain public records required by the City in order to perform the service;
 - 22.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 22.1.3 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 contractor does not transfer the records to the City.
 - 22.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's

Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23 Public Records Custodian

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 AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder

of

Page

Intentionally

Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Jennifer Johnson, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____
_____, of _____,
a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐
☐

Personally known to me or
Produced Identification

Type of I.D. Produced

☐

DID take an oath, or

☐

DID NOT take an oath.

August 12, 2020

20-21B

ADVERTISEMENT INVITATION TO BID (ITB)
ALL QUALIFIED BIDDERS:

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenders™ until **3:00 PM local time, Monday, August 31, 2020** for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. Please download the bid document to receive instructions about attending the virtual bid opening ceremony.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO
Purchasing & Contracts Manager

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name: Lhoist North America of Alabama, LLC
Address: 1479 Town Center Drive
Suite 229
Lakeland, Florida 33803
Contact: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Phone: 863-644-9010
Fax: 863-644-9030
HST#:

Submission Details

Created On: Tuesday August 25, 2020 08:57:58
Submitted On: Saturday August 29, 2020 14:15:06
Submitted By: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Transaction #: 28c96c3f-ecff-4a4f-8a79-d49ffc6d798e
Submitter's IP Address: 65.35.99.250

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☐ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	Broward County Dist. 1	3701 N State Road 7	2500	\$202.0000	\$82.8000	\$ 712,000.00	*
2	Broward County Dist. 2	1390 NE 51 St.	4500	\$202.0000	\$82.8000	\$ 1,281,600.00	*
3	City of Coral Springs	3800 NW 85th Avenue, Coral Springs	1352	\$202.0000	\$82.8000	\$ 385,049.60	*
	Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.						*
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.0000	\$82.8000	\$ 284,800.00	*
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.0000	\$82.8000	\$ 99,680.00	*
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.0000	\$82.8000	\$ 402,992.00	*
7	City of Fort Lauderdale	949 NW 38th St., Ft. Lauderdale	11500	\$202.0000	\$82.8000	\$ 3,275,200.00	*
	Must deliver between 7:00AM and 3:00 Daily.						*
8	City of Hallandale Beach	630 NW 6th Avenue, Hallandale	900	\$202.0000	\$82.8000	\$ 256,320.00	*
	Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.						*
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.0000	\$82.8000	\$ 149,520.00	*
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.0000	\$82.8000	\$ 519,760.00	*
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.0000	\$82.8000	\$ 185,120.00	*
12	City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.0000	\$82.8000	\$ 327,520.00	*
13	Village of Palm Springs	360 David Road, Palm Springs	600	\$202.0000	\$82.8000	\$ 170,880.00	*
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.0000	\$82.8000	\$ 170,880.00	*
15	City of Pompano Beach	City of Pompano Beach	2200	\$202.0000	\$82.8000	\$ 626,560.00	*
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.0000	\$82.8000	\$ 167,462.40	*
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.0000	\$82.8000	\$ 683,520.00	*
18	City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.0000	\$82.8000	\$ 170,880.00	*
19	Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.0000	\$82.8000	\$ 378,784.00	*
Subtotal:						\$ 10,248,528.00	

Type 1A -- Foundry/Rice Lime

☐ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.0000	\$82.8000	\$ 479,888.00	
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.0000	\$82.8000	\$ 1,039,520.00	
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.0000	\$82.8000	\$ 683,520.00	
4	City of Margate	980 NW 66th Ave, Margate	2000	\$202.0000	\$82.8000	\$ 569,600.00	
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.0000	\$82.8000	\$ 854,400.00	
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.0000	\$82.8000	\$ 1,196,160.00	
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.0000	\$82.8000	\$ 427,200.00	
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.0000	\$82.8000	\$ 1,480,960.00	
Subtotal:						\$ 6,731,248.00	

Type 2 – Hi CAL Granular

☐ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$202.0000	\$180.3300	\$ 2,121,931.50	
Subtotal:						\$ 2,121,931.50	

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	\$ 10,248,528.00
Type 1A – Foundry/Rice Lime	\$ 6,731,248.00
Type 2 – Hi CAL Granular	\$ 2,121,931.50
Subtotal Contract Amount:	\$ 19,101,707.50

Bid Questions

TERMS: _____% (percent discount, if any; if payment made within _____ DAYS; otherwise, terms No Discount. Payment terms net 30 days. are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO No - only on COD accounts.

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement; and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons. Yes

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. Lime will be shipped via rail from manufacturing point in AL to distribution terminals in South Florida (Pompano and Ft. Lauderdale). Lime is unloaded into silos and then loaded into pneumatic tankers for delivery to customers' silos.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No Yes

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
OTHER	Lhoist North America of AL, LLC	1479 Town Center Drive, Suite 229, Lakeland, FL 33803	3146144950	Lakeland	FL	33813	M09000001425	63-1002780	dale.james@lhoist.com

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
☒ Yes		*
☐ No		

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government al entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamasac or other government al entity? *	
1	9	N/A	Chemical Lime Company	No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	No	Manufacturer	☒ Yes ☐ No	*

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to florida Statute§ 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes	*
☐ No	

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership):*	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	
1	Equally-owned (Female and Male)	Caucasian/White	None	Other	NONE	*

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL 33309	Matthew Sweatman	954-533-6795	*
Southern Tank	800 West McNab Road, Fort Lauderdale, FL	Matthew Sweatman	954-533-6795	

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	
Santos George	Quicklime Driver	*
Glover Gilley	Quicklime Driver	
Hayden Gayle	Quicklime Driver	
Franklyn Ulysses	Quicklime Driver	
Matthew Sweatman	Manager and Quicklime Driver	

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Lakeland	1501 West Bella Vista Street Lakeland, Florida 33805	Joseph Costine	863-834-6750	Joseph.Costine@lakelandgov.net	*
2	City of West Palm Beach	401 Clematis Street, 5th Floor West Palm Beach, FL 33401	Mona Wamsley	561-494-1055	rwamsley@wpb.org	*
3	Palm Beach County COOP	100 E. Boynton Beach Blvd Boynton Beach, FL 33435	Julianne Alibrandi	561-742-6322	Alibrandi.J@bbfl.us	*
4	City of Naples	1000 Fleischman Blvd Naples, FL 34102	Gerald Secory	239-213-7100	jsecory@naplesgov.com	*
5	City of Orlando	6001 Iron Bridge Circle Orlando, Florida 32765	Diane Tisdell	407-246-2563	Diane.Tisdell@orlandogov.org	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - TAMARAC NON-COLLUSIVE AFFIDAVIT.pdf - Friday August 28, 2020 14:14:21
- [Certified Resolution](#) - TAMARAC CERTIFIED RESOLUTION.pdf - Friday August 28, 2020 13:48:40
- [Certificate of Insurance Proof of Compliance with Requirements](#) - COI THE CITY OF TAMARAC_2947859_64.pdf - Thursday August 27, 2020 09:10:45
- [W9 Form](#) - LNA_AL 2020 W-9.pdf - Thursday August 27, 2020 09:09:12
- [Vendor Narrative to address any issues as requested in the bid document](#) - Pricing Formula and Proposed Exceptions _ Tamarac.pdf - Friday August 28, 2020 14:22:46

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City. Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

contract.

15. UNBALANCED BIDS

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. CUSTODIAN OF RECORDS

IF THE BIDDER 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 AT:

CITY CLERK
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505

CITYCLERK@TAMARAC.ORG

-

Remainder of Page Intentionally Blank

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Dale James, Sales Manager, Lhoist North America of Alabama, LLC
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

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

Please 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
There have not been any addenda issued for this bid.		

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

Bid Number: 20-21B

Vendor Name: Lhoist North America of Alabama, LLC

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name:	Carmeuse Lime & Stone
Does your company conduct business under any other name? If yes, please state:	PA
Address:	11 Stanwix Street
	Pittsburgh, PA 15222
Contact:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Phone:	412-995-2025
Fax:	412-995-2025
HST#:	25-1254420

Submission Details

Created On:	Tuesday August 18, 2020 10:38:56
Submitted On:	Friday August 21, 2020 14:38:56
Submitted By:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Transaction #:	12b06e15-86a9-472e-a0bf-55c0b79b0203
Submitter's IP Address:	12.91.164.154

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☒ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500			
2	Broward County Dist. 2	1390 NE 51 St.	4500			
3	City of Coral Springs Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.	3800 NW 85th Avenue, Coral Springs	1352			
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000			
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350			
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415			
7	City of Fort Lauderdale Must deliver between 7:00AM and 3:00 Daily.	949 NW 38th St., Ft. Lauderdale	11500			
8	City of Hallandale Beach Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	630 NW 6th Avenue, Hallandale	900			
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525			
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825			
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650			
12	City of North Miami	12098 NW 11th Ave, North Miami	1150			
13	Village of Palm Springs	360 David Road, Palm Springs	600			
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600			
15	City of Pompano Beach	City of Pompano Beach	2200			
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588			
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400			
18	City of Sunrise	15400 Sludge Mill Road, Davie	600			
19	Village of Wellington	1100 Wellington Trace, Wellington	1330			
Subtotal:						Not Submitting

Type 1A -- Foundry/Rice Lime

☒ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685			
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650			
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400			
4	City of Margate	980 NW 66th Ave, Margate	2000			
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000			
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200			
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500			
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200			
Subtotal:						Not Submitting

Type 2 – Hi CAL Granular

☒ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$190.0000	\$100.9900	\$ 1,614,994.50
Subtotal:						\$ 1,614,994.50

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	Not Submitting
Type 1A – Foundry/Rice Lime	Not Submitting
Type 2 – Hi CAL Granular	\$ 1,614,994.50
Subtotal Contract Amount:	\$ 1,614,994.50

Bid Questions

TERMS: _____% (percent discount, if any; if payment made within _____ DAYS; otherwise, terms net 30, no discount for early payment are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO NO

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement; and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons. YES, we have a facility that quarries and calcines the lime in question in Saginaw, Alabama. The material is transported from there to one of several terminals within Florida. Most of our supply will come out of our Pompano terminal.

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. We only have capacity to bid on the Type-2 HiCal for Hollywood, FL WWTP.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No NO, we are a private corporation.

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Carmeuse Lime & Stone	11 Stanwix St, 21st flr	4129952025	Pittsburgh	PA	15222	N/A	25-1254420	salesinquiries@carmeuse.com

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
☒ Yes		*
☐ No		

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government al entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government al entity? *	
1	160	None	None	No	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	N/A	Manufacturer	☒ Yes ☐ No	*

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to florida Statute§ 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes	*
☐ No	

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership):*	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Not Applicable	Caucasian/White	None	Other	None

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *
Walpole	269 NW 9th St, Okeechobee, FL 34972	John Cincotta	813-623-1702
N/A	N/A	N/A	N/A

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *
Walpole	Delivery of Lime

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	Miami Dade Water	111 NW 1st Street, Miami, FL 33128	Herman Ramsey	305-375-2851	Unknown
2	City of Boca Raton	201 West Palmetto Park Rd, Boca Raton, FL 33432	Sean Sexton	561-338-7324	Unknown
3	Tampa Bay Water	2575 Enterprise Rd, Clearwater, FL 33763	Ken Enlow	813-626-8708 ext. 239	Unknown
4	City of Hollywood	3441 Hollywood Blvd, Hollywood, FL 33020	Ralph Dierks	954-921-3223	Unknown
5	City of Palm Bay, FL	1103 Troutman Blvd NE	Susan Blair	321-952-3424 ext. 3229	Unknown

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - NON-COLLUSIVE AFFIDAVIT - signed.pdf - Friday August 21, 2020 14:32:08
- [Certified Resolution](#) - Carmeuse Lime & Stone Inc Officers and Directors Resolution 2019 FINAL.pdf - Tuesday August 18, 2020 11:20:59
- [Certificate of Insurance Proof of Compliance with Requirements](#) - City of Hollywood COI.pdf - Tuesday August 18, 2020 11:24:58
- [W9 Form](#) - W-9 Carmeuse Lime & Stone Inc.pdf - Tuesday August 18, 2020 11:21:23
- [Vendor Narrative to address any issues as requested in the bid document](#) - Vendor Narrative.pdf - Friday August 21, 2020 14:37:18

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City. Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone

contract.

15. **UNBALANCED BIDS**

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. **UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. **VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. **CUSTODIAN OF RECORDS**

IF THE BIDDER 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 AT:

CITY CLERK
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505

CITYCLERK@TAMARAC.ORG

-

Remainder of Page Intentionally Blank

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Jeff McElhinny, Inside Sales Representative, Carmeuse Lime & Stone
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

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

Please 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
There have not been any addenda issued for this bid.		

Bid Number: 20-21B

Vendor Name: Carmeuse Lime & Stone



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.12: Authorize Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase - Single Source Purchase - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Aqseptence Group, Inc.

SUMMARY:

The Public Service Department, throughout the year, has a need to purchase parts and supplies (i.e., spare vacuum valves with controllers) for the Village's three (3) vacuum sewer systems. Vacuum valves and controllers are key components in a properly functioning vacuum sewer system, which requires replacement from time-to-time. The Village's vacuum sewer system is a proprietary system provided by Aqseptence Group, Inc. (AIRVAC) and it is recommended that we utilize their patented parts and supplies within this portion of our wastewater collection system.

Through the existing agreement with Aqseptence Group, staff has obtained the following proposed costs for the purchase of AIRVAC vacuum valves and valve pits:

Item	Price
Vacuum Valves w/Controllers (Quantity - 28)	\$34,664.00
Shipping	\$ 612.55
Total	\$35,276.55

Note: To ensure that the proper parts and supplies are utilized within our vacuum sewer utility system, the Village awarded a contract to Aqseptence Group, Inc. (AIRVAC) on March 12, 2020, under the Single-Source provision of the Village's Purchasing Code. The Village will not expend more than the amount within the approved Budget as it may be adopted/amended for these goods and services over the term of this contract.

The Village's Purchasing Code - Section 58-7, Single source purchases, provides that upon

receipt of justification from the user department and/or the proposed single source, the Finance Department may select a single source without competition if, after conducting a search for available sources, the Finance Department together with the user department determines that only a single source is practicable or for other reasons single source is in the best interest of the Village. Upon determination of a single source, contract negotiations shall commence with the single source. If contract terms are agreed upon and the single source purchase is anticipated to have a total value of more than \$25,000, the Council must approve the contract between the Village and a single source.

The proposed price quote was prepared by the Aqseptence Group and reviewed by the Public Service Director/Engineer, Assistant Public Services Director/Engineer, Utilities Superintendent, Utilities Supervisor, and Finance Director.

The Village has worked with the proposed vendor previously and they have provided excellent service and quality products.

FISCAL IMPACT:

Funding to support the purchases under this proposed contract is available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Water & Sewer Enterprise Fund:	\$36,000.00

<u>Expected Project Costs:</u>	<u>Amount</u>
Purchase Request - Water & Sewer Fund:	\$35,276.55

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 Purchase Quote - Aqseptence Group, Inc.

Approved Agreement - Aqseptence Group - March 2020

Price List - Aqseptence Group, Inc.

Aqseptence Group, Inc.
4217 N. Old US Highway 31
Rochester, IN 46975
Tel# 574.223.3980

Sold-to address

Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

Ship-to address

Village of Palm Springs
2400 Kirk Road
Palm Springs FL 33461

Repeat printout

Quotation

Number/Date 20086526 / 10/07/2020

Reference no./Date

Sold-To 10000831

Validity period 10/07/2020 to 11/07/2020

Sales person name Southeast

Entered by Becky Murphy

We deliver according to the following conditions:

Currency USD

Terms of payment: Within 45 days without deduction

Terms of delivery: CIP Palm Springs, FL

THIS IS NOT A BILL

US05PAL01P01

*freight to be added

Item	Material Description	Qty	UoM	Price	Value
000010	AV3-F-NACCESS F'MODEL 3"VLV, BOXED NO ACCES FOR USE WITH SUMP BREATHER	28.000	EA	1,238.00 USD	34,664.00
000020	10000000594 FREIGHT BILLED NON-TAXABLE *estimated freight, actual freight to be added when invoiced	1.000	EA	612.55 USD	612.55
Items total					35,276.55
Tax Jur Code Level 1			0.000	35,276.55	0.00
Final amount					35,276.55

Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc. as designated (hereinafter Aqseptence Group) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at : www.aqseptence.com (follow the link to Johnson Screens product page. The Terms and Conditions are located on the bottom right of the landing page) and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Aqseptence Group, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form) for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Aqseptence Group shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.

AGREEMENT

THIS AGREEMENT is made this 12th day of March, 2020 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Aqseptence Group, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 4217 N. Old US Hwy. 31, Rochester, IN 46975.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE wishes to purchase parts for the vacuum sewer systems;

WHEREAS, CONTRACTOR submitted pricing for parts for the vacuum sewer system as a sole source provider pursuant to Section 58-7 of the Village Code;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's pricing in order for CONTRACTOR to render the goods and services to the VILLAGE as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the VILLAGE finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is the providing of parts for the VILLAGE'S vacuum sewer systems. CONTRACTOR shall provide parts as requested by the VILLAGE at the pricing as set forth on Exhibit "A", which is subject to change as set forth in Exhibit "A", attached hereto and incorporated herein.

1.2 The CONTRACTOR represents to the VILLAGE that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the parts/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal for pricing, as set forth in Exhibit "A", which pricing may change as set forth in Exhibit "A", **however, in no event shall costs be paid to CONTRACTOR in excess of the amount set forth in an approved budget on an annual basis.**

3.2 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon approval of both parties and shall continue for a period of three (3) years with the ability, upon approval of both parties, to renew for two one year periods.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the parts and/or services shall be specified in the CONTRACTOR's proposal in accordance with the unit prices listed in the proposal, and no additional costs shall be authorized without prior written approval from the appropriate authority. **The VILLAGE shall not expend funds in excess of the budgeted amount on an annual basis.**

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down,

lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

11.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein; and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

13.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Aqseptence Group, Inc.
4217 N. Old US Hwy 31
Rochester, IN 46975

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts,

terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties

shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. 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.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as

a result of this proposal and the CONTRACTOR agrees to hold the VILLAGE harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE of Palm Springs shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Contractor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. WARRANTY

33.1 CONTRACTOR shall provide for a one year warranty period.

34. SCRUTINIZED COMPANIES

34.1 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.

35. FISCAL YEAR

35.1 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

*PLEASE SEE THE WARRANTY DOCUMENT ATTACHED.
PLEASE SEE PRICING DOCUMENT ATTACHED.*

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

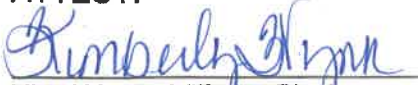
3/4/20

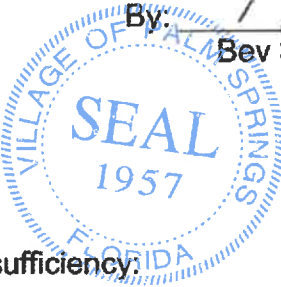
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: 
Bev Smith, Mayor

ATTEST:


Kim Wynn, Village Clerk



Approved as to form and legal sufficiency:


Glen J. Torcivia, Village Attorney

CONTRACTOR: AQSEPTENCE GROUP, INC.

By: 

[Corporate Seal]

Print Name: RON WHITE / CLINT HAWK

Title: PROJECT MANAGER / VICE PRESIDENT

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: _____

February 19, 2020

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

Ref: 1 Year Agreement – December 31, 2019 – December 31, 2020

Attention: Mr. Henry Estela

Dear Mr. Estela,

AIRVAC®

**Vacuum Sewerage and
Recovery Systems**

Aqseptence Group, Inc.
4217 N Old U.S. 31 Rochester,
IN 46975

Phone +1 574 223 3980
Info.airvac@aqseptence.com
www.aqseptence.com

Please find below our recommended list of components for use in an agreement between the Village and Aqseptence Group, Inc.

This letter acknowledges that the AIRVAC brand products are of a sole source nature and can only be purchased through Aqseptence Group, Inc. In addition, products manufactured outside of AIRVAC specifically for AIRVAC are of a sole source nature.

We do not publish a public price list. The pricing given is comparable with pricing given to any other vacuum sewer owner that has AIRVAC brand products. The pricing given is the price in effect at the time a quote is issued.

Please contact our Service Department when placing your order. Jon Mavrick, ext. 3916, Becky Murphy, ext. 3904 or Jesse Collins, ext. 3870. 574-223-3980

AIRVAC's Regional Sales Manager, Mr. Dave Elias can be reached at the following number 813-855-9093, ext. 3737. Please feel free to contact him at your convenience.

Any purchase order issued will need to be directed to Aqseptence Group, Inc. at our home office in Rochester, IN., 4217 North Old US 31, 46975.

Our standard payment terms and conditions form part of this offer. We have agreed to extend payment length to 45 days from the date of invoice. Prices are good through December 31, 2020.

We have not included freight, sales tax or any other tax with the items listed. All items purchased will have the freight cost added to the invoice at the time of shipment. Incoterms are CIP Destination

Item Number	Proprietary Item	Description	AIRVAC Part Number	Price Each
1	*	AIRVAC 3" interface vacuum valve with controller. Model F	AV3-F-NACCESS	\$1,238.00
2	*	Sump Breather Units.	AVV2-ASM	\$169.00
3	*	Parts Bag.	AVV2-PB	\$78.00
4	*	HP AIRVAC Controller.	910001000	\$335.00
5	*	3" interface vacuum valve rebuilding kits.	AVD3RBK	\$41.13
6	*	Controller rebuild kits. AC	ACRBK	\$37.49
		Controller rebuild kits. HP	9100000030	\$34.89
7	*	Sump Breather Rebuild kit	AVV2RBK	\$17.87
8	*	1/4" Nylon Nipples.	ADP1/4MPT	\$.52
9	*	Surge Tank Bodies.	STB	\$11.36
10	*	Internal Spring for the 3" vacuum valve.	AVD-SP-O	\$26.75
11	*	3/8" Clear Tubing.	TUBE3/8	\$3.87
12	*	5/8" Clear Tubing	TUBE5/8	\$6.00
13	*	3/8"-5/8" Expandable Tubing Clamps	CLAMP3/8-5/8	\$2.70
14	*	Controller Operator Seal (new style)	AC62	\$3.55
15	*	Controller Mounting O-Ring (old style)	AC42	\$1.45
16	*	Surge Suppressor	ASP-D	\$37.69
17	*	Surge Suppressor Diaphragm	ASP-1D	\$10.74
18	*	Controller Mounting Key	AVD3-15	\$9.79
19	*	Valve Shaft Grease	LUBSILGR	\$28.65
20	*	3" Pipe Couplings "No-Hubs"	992000000	\$22.08
21	*	3" Valve Diaphragm	AVD-D-0B	\$82.54
22	*	Controller Needle Valve	AC18	\$24.99
23	*	Controller Sensor Lever	ACSA	\$26.34

Prices are good through December 31, 2020

Item Number	Configured for vacuum collection systems for Aqseptence Group, Inc.	Description	AIRVAC Part Number	Price Each
24	*	RC0630 Vacuum pump, 430 ACFM. 25HP TEFC motor.	P14000	\$24,419.00
25	Non-Proprietary	1000 Watt Immersion Heater.	P10024	\$295.64
26	Non-Proprietary	5 Gallon Semi Synthetic Oil.	P10037	\$255.25
27	*	Weekly Service/Training Trip Fee	NS-SERVICE CONT	\$5,900.00
28	*	RC0630 Vacuum pump rebuild consisting of the following items and labor: (1) vacuum pump filter kit, rebuild kit and 5 gallon pail of Busch semi-synthetic oil, includes labor to disassemble, inspect and report findings. Includes labor to do machining, includes labor to reassemble and make ready to place back into service.	NS-PUMP REPAIR	\$8,201.29
29	*	RC0630 If the vacuum pump module cannot be rebuilt, then a new module will be provided. Consisting of the following items and labor: (1) New vacuum pump module, (1) vacuum pump filter kit and 5 gallon pail of Busch semi-synthetic oil, includes labor to disassemble, inspect and report findings. Includes labor to reassemble and make ready to place back into service.	NS-PUMP REPAIR	\$12,825.00
The pump review report shall indicate any item found in dis-repair or need of replacement along with its pricing so the Village can review and determine if they want to proceed with the additional parts and labor. No repair work shall begin until the Village has responded to the report in writing. A purchase order for the additional parts and labor should be issued.				
30	*	Additional labor shall be invoiced at the following rates.		\$98.00 hr.

Prices are good through December 31, 2020

As a matter of importance, AIRVAC'S unique two-phase, plugless vacuum sewerage transport system and certain of its components are protected by United States patents. Obviously, the patented system and components may not be used or sold without authorization by Aqseptence Group, Inc. Purchase of an equipment package from us and use according to our specifications is an authorized use.

If you have any questions regarding this offer, please feel free to call our office.

Sincerely,
Aqseptence Group, Inc.

A handwritten signature in black ink that reads "Ronald H. White". The signature is written in a cursive, flowing style.

Ron White
Project Manager
Ext. 3861

Jon Mavrick
Service Department Manager
Ext. 3916

RW

cc: Clint Hawn
Dave Elias
Service Department
Julie Kotterman



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.13:

Approve Carol Avenue & Rex Avenue Stormwater Improvements Award (Stormwater Master Plan Project #10) (Task Order No. 250) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Stormwater Enterprise Fund) - DBF Construction, LLC

SUMMARY:

The Public Service Department has identified a need to add a new stormwater collection system on Carol Avenue and Rex Avenue to improve the stormwater conveyance in these areas following years of flooding issues. The proposed work would include the installation of a new storm pipe along Carol Avenue (on the north side) that would be connected to an existing catch basin that is located towards the west end of Carol Avenue to alleviate flooding issues. Further, on Rex Avenue, new storm lines and catch basins are proposed to be installed along the north side of Rex Avenue that will drain into a retention area (near the existing apartment building) and ultimately flow into the LWDD L-10 canal to the south of the roadway.

Note: On January 10, 2019, the Council approved the Village's Stormwater Master Plan, which identified twenty-five (25) specific stormwater conveyance systems (or areas) within the Village that were in need of improvement. The Carol & Rex Avenue Stormwater Improvements Project (Project No. 10) was identified to address localized flooding within and around Carol Avenue and Rex Avenue.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on September 17, 2020, for the Carol Avenue and Rex Avenue Stormwater Improvements. This process was completed by the Village through a competitive selection process – Carol & Rex Avenue Stormwater Improvements (ITB No. 2020B-009 – September 17, 2020).

Within the Fiscal Year 2021 Budget – Stormwater Enterprise Fund, the Village Council approved \$354,411 for the construction of the Carol Avenue and Rex Avenue Improvements. As a result of the Village's ITB, the following seven (7) bid proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
Heavy Civil Inc.	\$267,530.90
DBF Construction LLC	\$279,839.00
Hinterland Group Inc.	\$290,928.00
TCLM Enterprises	\$327,737.10
GT General Contractors LLC	\$338,443.00
DP Development	\$372,686.78
Foster Marine Contractors, Inc.	\$446,509.00

Note: The Village's consultant engineering firm, DRMP, and Village staff reviewed the bids received and found that one (1) bid of the bids contained various irregularities (Heavy Civil, Inc. did not provide audited financial statements, did not provide evidence of authority to bind organization, did not provide resumes of officers and required safety program submittals). As a result, Heavy Civil, Inc., has not fully demonstrated their qualifications to perform the work and are therefore deemed to be non-responsive.

After review of the seven (7) bids received, the Public Service Director/Engineer, Assistant Public Service Director, the Public Service Project Manager, the Village Attorney, and the Village's contracted engineer, DRMP, determined that DBF Construction, LLC provided the lowest, responsible and responsive bid. As a result, staff is requesting the Council to approved Task Order #250 in the amount of \$279,839.

Note: Based on information revealed during the bid evaluation, the Village's contracted engineer, the Public Service Director/Engineer, the Assistant Public Service Director, the Public Service Project Manager, and the Village Attorney have concluded and recommended that Heavy Civil was not the lowest, responsible and responsive bidder in accordance with Section 00200, Article 19 of the bid documents. As a result, the second lowest bid, submitted by DBF Construction was evaluated and found to be responsive and responsible.

Village Purchasing Code - Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any and all bids, proposals, or other responses if he determines that it is in the best interest of the Village to do so.

If approved, the Village would accept DBF Construction's pricing including all terms and conditions as submitted within their ITB proposal. Further, the proposed bid amount submitted by DBF Construction (\$279,839) is below the Engineer's cost estimate (\$350,000) by approximately 20%. 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.

If approved, the proposed project is expected to be completed by May 2021 following the

Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer, Public Service Project Manager and Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village received positive references from various municipalities and a private organization.

FISCAL IMPACT:

Funding to support Task Order #250 is available within the FY 2021 Budget - Stormwater Enterprise Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2019 Actual Budget – Stormwater Enterprise Fund:	\$ 6,260.00
FY 2020 Actual Budget – Stormwater Enterprise Fund:	\$ 33,185.62
FY 2021 Approved Budget – Stormwater Enterprise Fund:	<u>\$354,411.00</u>
TOTAL ALLOCATED/APPROVED BUDGET	\$393,856.62

<u>Expected Project Costs:</u>	<u>Amount</u>
Original Project Costs - Design & Engineering - Stormwater Fund (TO #250):	\$ 69,730.00
Project Request/Cost - Construction - Stormwater Fund (TO #250):	<u>\$279,839.00</u>
TOTAL PROJECT COSTS:	\$349,569.00

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 - Carol & Rex Avenue Stormwater Improvements - DBF Construction

Bid Specifications - Carol & Rex Avenue Stormwater Improvements -ITB #2020B-009

Invitation to Bid - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009

Bid Proposal - Carol & Rex Avenue Stormwater Improvements - DBF Construction

Bid Tabulation - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009

Village Engineer's Recommendation of Award - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009

Bid Plans - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009

Addendum No. 1 - Responses to Bidder Questions - Carol & Rex Avenue Stormwater Improvements - ITB #2020B-009

Carol & Rex Avenue Stormwater Improvement Project - Stormwater Master Plan - Project #10

Carol & Rex Avenue Stormwater Improvement Project - FY 2021 CIP Form

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
DBF Construction, LLC ("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:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Carol & Rex Avenue Stormwater Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by DRMP, Inc.
- 3.02 The Village Inspector ("Engineer") will 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 210 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 240 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 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 \$200 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 Work other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. 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 Unit Price Breakdown in Bid Form 00410 provide at bid time)

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$279,839.00

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.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 279,839.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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.
 - a. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 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.
- 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 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. 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 11 inclusive).
 - 2. Performance bond (pages 1 to 3 inclusive).
 - 3. Payment bond (pages 1 to 3 inclusive).
 - 4. General Conditions (pages 1 to 65 inclusive).
 - 5. Supplementary Conditions (pages 1 to 10 inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 65, 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 Article9.
- 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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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 time 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.

IF THE CONTRACTOR 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.

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 than 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 \$1,000,000
(Bodily Injury and Property Damage)
 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
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 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 Public Entity Crimes

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 Scrutinized Companies

- A. Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor 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 Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor 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 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City 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.

10.23 E-Verify

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

VILLAGE:

CONTRACTOR:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____

(where applicable)



Contract Documents

Carol & Rex Avenue Stormwater Improvements

Village of Palm Springs

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00315 - Bidder Qualifications Questionnaire, Article 12, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as **installation of stormwater systems, paving and grading**.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required
- Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity

so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 The following documents shall be submitted with and made a part of the Bid:
 - Section 00400 Bid Submission Checklist
 - Section 00410 Bid Form
 - Section 00430 Bid Bond
 - Section 00431 Tabulation of Subcontractor and Suppliers
 - Section 00440 Florida Trench Safety Act Certification
 - Section 00451 Qualifications Statement
 - Section 00452 Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion
 - Section 00453 Noncollusion Affidavit
 - Section 00454 Drug-Free Workplace Certificate
 - Section 00455 Sworn Statement on Public Entity Crimes
 - Section 00456 Scrutinized Companies Certification Form

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions,

the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Florida state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 85-8012646383C-6). Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

SECTION 00400
BID SUBMISSION CHECKLIST

Project Name: Carol & Rex Ave Stormwater Improvements

Bid Number: 2020B-009

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00400 - Bid Submission Checklist
2. ___ Completed Section 00410 - Bid Form
3. ___ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ___ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ___ Completed Section 00440 - Florida Trench Safety Act Certification
6. ___ Completed Section 00451 - Qualifications Statement
7. ___ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration,
 and Surety Completion
8. ___ Completed Section 00453 - Non-Collusive Affidavit
9. ___ Completed Section 00454 - Drug-Free Workplace Certificate
10. ___ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ___ Completed Section 00456 – Scrutinized Companies
12. ___ Current Insurance Certificate showing that bidder can meet the insurance
 requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the
 General Conditions.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	STAKED SILT FENCE, TYPE III	LF	1119		
2	INLET PROTECTION SYSTEM	EA	13		
3	CLEARING & GRUBBING	AC	0.639		
4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	188		
5	MAILBOX, RESET	EA	10		
6	REGULAR EXCAVATION	CY	75		
7	EMBANKMENT	CY	7		
8	TYPE B STABILIZATION	SY	899		
9	OPTIONAL BASE, BASE GRP 08	SY	712		
10	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	49.4		
11	INLETS, DT BOT, TYPE C, <10'	EA	11		
12	MANHOLES, P-7, <10'	EA	2		
13	MANHOLES, J-7, <10'	EA	1		
14	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	1036		
15	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	352		
16	PIPE FILLING & PLUGGING - PLACE OUT OF SERVICE	CY	28		
17	CONCRETE CURB, TYPE D	LF	21		
18	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4.1		
19	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	181.8		
20	PAVERS, ARCHITECTURAL, ROADWAY	SY	185.3		
21	PERFORMANCE TURF, SOD	SY	1886		
22	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	21		
23	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	4		
24	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 6"	LF	34		
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final

payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

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

BID

Bid Due Date: October 13, 2020

Description (*Project Name— Include Location*): Carol & Rex Avenue Stormwater Improvements

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	_____ _____	_____
(2)	_____ _____	_____
(3)	_____ _____	_____
(4)	_____ _____	_____
(5)	_____ _____	_____
(6)	_____ _____	_____
(7)	_____ _____	_____

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ _____
2. Special Shoring	\$ _____

Identify method of compliance for Item #1: _____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

(Signed)_____

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Carol & Rex Avenue Stormwater Improvements

_____,

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is _____ (officer's title)
of _____ (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires 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.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of _____, 20__

Personally known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being
by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20_____.

Notary Public

(affix seal)

My commission expires

SECTION 00456
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 into 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 City for the entire term of the contract, including any and 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 into 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 City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
____ ("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:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Carol & Rex Avenue Stormwater Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by DRMP, Inc.
- 3.02 The Village Inspector ("Engineer") will 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 210 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 240 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 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 \$200 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 Work other than Unit Price Work, a lump sum of: \$_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. 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):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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.
 - a. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 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.
- 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 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. 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 11 inclusive).
 - 2. Performance bond (pages 1 to 3 inclusive).
 - 3. Payment bond (pages 1 to 3 inclusive).
 - 4. General Conditions (pages 1 to 65 inclusive).
 - 5. Supplementary Conditions (pages 1 to 10 inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings listed on the attached sheet index.
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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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 time 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 than 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

VILLAGE:

CONTRACTOR:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)



NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs

Owner's Task Order No.: 250

Engineer:

Engineer's Project No.:

Project: Carol & Rex Avenue Stormwater
Improvements

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



NOTICE TO PROCEED

Owner: Village of Palm Springs Owner's Task Order No.: 250
Contractor: Contractor's Project No.:
Engineer: Engineer's Project No.:
Project: Carol & Rex Avenue Stormwater Contract Name:
Improvements Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____], and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



Contractor's Application for Payment No. _____

To (Owner):	Application Period:	Application Date:
Project:	From (Contractor):	Via (Engineer):
Owner's Contract No.:	Contract:	
	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):						Application Number:			
Application Period:						Application Date:			
			B	Work Completed		E	F		G
A			B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period					
	Totals								

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs

Owner's Task Order No.: 250

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project: Carol & Rex Avenue Stormwater Improvements

Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

☐ None

☐ As follows

Amendments to

Contractor's responsibilities:

☐ None

☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _____
(Authorized signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

- A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06 Delete Paragraph 5.06 I. in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

- B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company

licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

- K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.
- L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.
- M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.
- N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.
- O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year’s Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President’s Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran’s Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year’s Eve (December 31)”

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner’s representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 *Record Documents*

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 *Safety and Protection*

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,

claims, or potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: “,provided the Contractor makes no reasonable objection.”

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a

final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 *Claims*

- SC 12.01.B** Amend the first sentence of paragraph 12.01.B of the General Conditions by changing “(but in no event later than 30 days)” to “(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)”.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 *Cost of the Work*

- SC 13.01.B.5.c** Add the following to the end of Paragraph 13.01.B.5.c:
- In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.
- SC 13.01.B.5.f** Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: “(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05).”
- SC 13.01.B.5.i** Add the following new paragraphs immediately after paragraph 13.01.B.5.i:
- j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 *Unit Price Work*

- SC 13.03.E** Delete Paragraph 13.03.E in its entirety and insert the following in its place:
- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.
- SC 13.03.E** Add the following new paragraphs immediately after Paragraph 13.03.E:
- F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.



Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
Owner: Village of Palm Springs Owner's Task Order No.: 250
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: Carol & Rex Avenue Stormwater Contract Name: _____
Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Order No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 250

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project: Carol & Rex Avenue Stormwater Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)By: _____
Owner (Authorized Signature)By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____



Field Order No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 250

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project: Carol & Rex Avenue Stormwater
Improvements

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____
Engineer (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Copy to: Owner



Allowance Release No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 250

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project: Carol & Rex Avenue Stormwater Improvements

Contract Name:

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ _____

[Increase] [Decrease] from previously approved Allowance Release No. ____ to No. ____:

\$ _____

Construction Allowance prior to this Allowance Release:

\$ _____

[Increase] [Decrease] of this Allowance Release:

\$ _____

Construction Allowance incorporating this Allowance Release:

\$ _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2020B-009
CAROL & REX AVENUE STORMWATER IMPROVEMENTS**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Carol & Rex Avenue Stormwater Improvements, Task Order #250** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk at 226 Cypress Lane, Palm Springs, FL 33461**, until **2:00 p.m.**, local time on **October 13, 2020**, at which time the Bids received will be publicly opened and read. The Project consists of constructing stormwater drainage and conveyance along Carol and Rex Avenue. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. 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.

Invitation to Bid documents are available beginning **September 17, 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.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original, one (1) copy to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2020B-009, CAROL & REX AVENUE STORMWATER IMPROVEMENTS"**.

A **Pre-Bid Conference** will be held remotely for this solicitation on **September 30, 2020, at 10:00 a.m.** **Attendance at the pre-bid conference is mandatory.** *Due to current PBC Executive Orders regarding the COVID-19 pandemic, the Village of Palm Springs requires that all Village visitors wear a face covering and observe social distancing while attending these public meetings.*

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

United States 1-415-655-0060 Access Code# 450-972-746

Registration URL: <https://attendee.gotowebinar.com/register/4505492296532244750>

Webinar ID: 902-987-139

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **October 5, 2020**, at 5:00 PM local time.

The Village of Palm Springs will provide for public participation through Gotowebinar.com, a communication media technology (teleconference) for the **pre-bid conference on Wednesday, September 30, 2020, at 10:00 AM., EST**. The Physical Point of Access is Village Hall at 226 Cypress Lane, Palm Springs, FL 33461. Attendance at the pre-bid conference is **MANDATORY**.

Pursuant to Executive Order No. 20-193 is amended to extend by Executive Orders 20-69, 20-112, 20-123, 20-139, 20-150, 20-179 and issued by the Office of Governor Ron Desantis on August 7, 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.*

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Village of Palm Springs
Kimberly Wynn, Village Clerk
September 17, 2020
Lake Worth Herald and Demandstar

+ + END OF ADVERTISEMENT FOR BIDS + +

BID SUBMISSION CHECKLIST

Project Name: Carol & Rex Ave Stormwater Improvements

Bid Number: 2020B-009

Bidders Name: DBF Construction, LLC

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 – Scrutinized Companies
12. ☒ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10/7/2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	STAKED SILT FENCE, TYPE III	LF	1119	\$ 3.50	\$ 3,916.50
2	INLET PROTECTION SYSTEM	EA	13	\$ 185.00	\$ 2,405.00
3	CLEARING & GRUBBING	AC	0.639	\$ 7,001.57	\$ 4,474.00
4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	188	\$ 19.25	\$ 3,619.00
5	MAILBOX, RESET	EA	10	\$ 130.00	\$ 1,300.00
6	REGULAR EXCAVATION	CY	75	\$ 26.00	\$ 1,950.00
7	EMBANKMENT	CY	7	\$ 52.00	\$ 364.00
8	TYPE B STABILIZATION	SY	899	\$ 3.00	\$ 2,697.00
9	OPTIONAL BASE, BASE GRP 08	SY	712	\$ 23.50	\$16,732.00
10	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	49.4	\$ 220.00	\$ 10,868.00
11	INLETS, DT BOT, TYPE C, <10'	EA	11	\$ 3,135.00	\$ 34,485.00
12	MANHOLES, P-7, <10'	EA	2	\$ 4,015.00	\$ 8,030.00
13	MANHOLES, J-7, <10'	EA	1	\$ 5,250.00	\$ 5,250.00
14	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	1036	\$ 87.00	\$ 90,132.00
15	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	352	\$ 103.00	\$ 36,256.00
16	PIPE FILLING & PLUGGING - PLACE OUT OF SERVICE	CY	28	\$ 349.00	\$ 9,772.00
17	CONCRETE CURB, TYPE D	LF	21	\$ 211.00	\$ 4,431.00
18	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4.1	\$ 880.00	\$ 3,608.00
19	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	181.8	\$ 52.72	\$ 9,584.50
20	PAVERS, ARCHITECTURAL, ROADWAY	SY	185.3	\$ 64.15	\$ 11,887.00
21	PERFORMANCE TURF, SOD	SY	1886	\$ 7.50	\$ 14,145.00
22	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	21	\$ 58.00	\$ 1,218.00
23	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	4	\$ 275.00	\$ 1,100.00
24	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 6"	LF	34	\$ 47.50	\$ 1,615.00
Total of All Unit Price Bid Items					\$279,839.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final

payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Bid Price \$ 279,839.00

Two hundred seventy nine thousand dollars eight hundred thirty nine with zero cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1512467 / CUC1224328
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

DBF Construction, LLC

By:

[Signature]



[Printed name]

Mark Giannetti- Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name]

Robb C. Rizzo

Title:

Sr. Project Manager

Submittal Date: 10/13/2020

Address for giving notices:

3710 Park Central Boulevard North, Pompano Beach, FL, 33064

Telephone Number: 954-532-9869

Fax Number: N/A

Contact Name and e-mail address: Mark Giannetti

Alejandra@dbf-construction.com

Bidder's License No.: CGC1512467 / CUC1224328
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

DBF Construction, LLC.
3710 Park Central Blvd. N.
Pompano Beach, FL 33064

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company
445 S. Moreland Road, Ste. 200
Brookfield, WI 53005

OWNER (Name and Address):

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

BID

Bid Due Date: October 13, 2020

Description (Project Name— Include Location): Carol & Rex Avenue Stormwater Improvements

BOND

Bond Number: N/A

Date: October 13, 2020

Penal sum FIVE PERCENT OF AMOUNT BID \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

DBF Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Mark Grunewald

Print Name

V.P.

Title

Attest:

Signature

Title SECRETARY

SURETY

Old Republic Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Angelo G. Zervos

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Bond Coordinator

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GUS E. ZERVOS, STEPHEN M. ZERVOS, DAVID C. LANGE, ANGELO G. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN, OF SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of MAY, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of MAY, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5195



Signed and sealed at the City of Brookfield, WI this 13TH day of OCTOBER, 2020.

Karen J. Haffner

Assistant Secretary

ZERVOS GROUP, INC.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>Rinker Materials Concrete Pipe</u> <u>13100 NW 118th Ave, Medley, FL, 33178</u>	<u>Concrete Pipe</u>
(2) <u>Concrete Products</u> <u>460 Sam Cooper Way, Riviera Beach, FL 33404</u>	<u>Structure</u>
(3) <u>Core & Main</u> <u>4310 NW 10th Ave, Oakland Park, FL 33309</u>	<u>Pipe, Fittings, HDPE pipe</u>
(4) _____ _____	_____
(5) _____ _____	_____
(6) _____ _____	_____
(7) _____ _____	_____

BIDDER: DBF Construction, LLC

By: 

Name: Mark Giannetti

Title: Vice President

Date: 10/12/2020

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>10,000.00</u>
2. Special Shoring	\$ <u>2,000.00</u>

Identify method of compliance for Item #1: Safety Training, personal protective equipment
enmet gas detection.

Identify or attach a copy of Special Shoring Requirements for Item #2: Efficiency trench shield
stacking sections.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

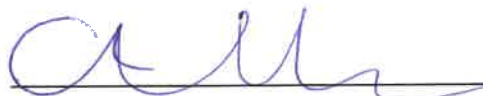
BIDDER: DBF Construction, LLC

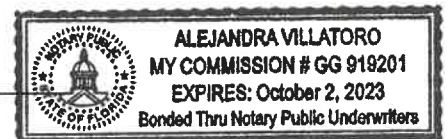
By: 

Name: Mark Giannetti

Title: Vice President

Sworn to and subscribed before me this 12th day of October, 20 20.


Notary Public



My Commission Expires: 10/02/2023

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: DBF Construction, LLC

Address: 3710 Park Central Boulevard North ,Pompano Beach, FL, 33064

2. SUBMITTED TO:

Village of Palm Springs

3. SUBMITTED FOR:

Carol & Rex Avenue Stormwater Improvements

Owner: Village of Palm Springs

Project Name: Carol & Rex Avenue Stormwater Improvements

TYPE OF WORK:

Open cut utility installation

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Mark Giannetti

Title: Vice President

Phone: 954-532-9869

Email: Alejandra@dbf-construction.com

5. AFFILIATED COMPANIES:

Name: N/A

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Florida

Date of Organization: 7/2013

Executive Officers:

- President: Richard L Gibbs III

- Vice President(s): Mark Giannetti

- Treasurer: _____

- Secretary: Jeffrey Melnechuck

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:	Florida
Type of License:	General Contractor License
License Number:	CGC1512467
Jurisdiction:	Florida
Type of License:	Underground Contractor License
License Number:	CUC1224328

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:	N/A
Minority Business Enterprise:	
Woman Owned Enterprise:	
Small Business Enterprise:	
Other ()::	

9. BONDING INFORMATION

Bonding Company: Old Republic Surety Company

Address: 445 S. Moreland Road, Ste. 200, Brookfield, WI 53005

Bonding Agent: Zervos Group

Address: 24724 Farmbrook Rd Ste 200 Southfield, MI 48034

Contact Name: Angelo Zervos

Phone: 800-201-1217- Ext 5378

Aggregate Bonding Capacity: \$ 10,000,000.00

Available Bonding Capacity as of date of this submittal: \$ 9,000,000.00

10. FINANCIAL INFORMATION

Financial Institution: Wells Fargo

Address: 2200 W Atlantic Blvd, Pompano Beach, FL, 33069

Account Manager: Lola Bramwell

Phone: 954-974-1122

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS Please attached.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Spencer Mart

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2020</u>	EMR	<u>0.91</u>
YEAR	<u>2019</u>	EMR	<u>0.72</u>
YEAR	<u>2018</u>	EMR	<u>0.74</u>
YEAR	<u>2017</u>	EMR	<u>0.78</u>
YEAR	<u>2016</u>	EMR	<u>0.85</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>12.69</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>48,000</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>50,000</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>62,000</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>63,000</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>65,000</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

See equipment list attached.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: DBF Construction, LLC
BY: 
TITLE: Mark Giannetti
DATED: 10/12/2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF October, 2020

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 10/02/2023

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience). See attached
2. Schedule B (Previous Experience). See attached
3. Schedule C (Major Equipment). See attached
4. Audited balance sheet for each of the last 3 years for firm named in Section 1. See attached
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement. See attached
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1. See attached
7. Required safety program submittals listed in Section 13. See attached
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See current contract list attached.	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See previous experience attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

EJCDC® C-451, Qualifications Statement.

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Page 2 of 4

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
NONE					

(Signed) 

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Carol & Rex Avenue Stormwater Improvements"

_____,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Broward

Mark Giannetti, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is Vice President (officer's title)
of DBF Construction, LLC (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached
bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any
way colluded, conspired, connived, or agreed, directly or indirectly with any other
Bidder, firm, or person to submit a collusive or sham bid in connection with the
contract for which the attached bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached bid or of any other
Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid
price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the _____
or any person interested in the proposed contract; and

- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

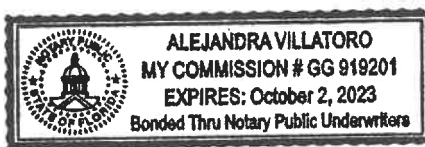


Mark Giannetti

Subscribed and sworn to before me
this 12th day of October, 20 20



Notary Public



My commission expires 10/02/2023

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
DBF Construction, LLC (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires 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.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."



Authorized Signature

10/12/2020

Date Signed

State of: Florida

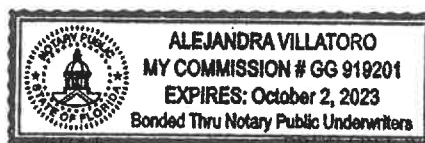
County of: Broward

Sworn to and subscribed before me this ^{12th} day of October, 2020

Personally known or Produced Identification _____
(Specify Type of Identification)


Signature of Notary

My Commission Expires 10/02/2023



SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared Mark Giannetti, who, being
by me first duly sworn, made the following statement:

1. The business address of DBF Construction, LLC
(firm name of Bidder/Contractor)
is 3710 Park Central Boulevard North, Pompano Beach, FL, 33064.

2. My relationship to DBF Construction, LLC
(firm name of Bidder/Contractor)
is Vice President
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

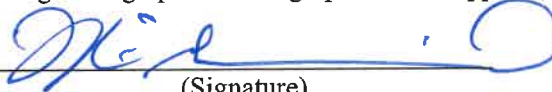
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

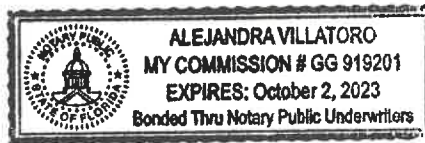
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)


(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 12th day of October, 2020.


Notary Public



(affix seal)

10/02/2023
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Mark Giannetti, on behalf of DBF Construction, LLC (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 into 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 City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

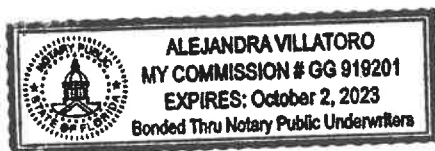
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into 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 City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: Mark Giannetti
Title: Vice President
Date: 10/12/2020

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before this 12th day of October, 2020, by Mark Giannetti, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC

Printed Name of Notary [Signature]
My Commission expires: 10/02/2023



Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

CAROL & REX AVENUE STORMWATER IMPROVEMENTS

Addendum No. 1

October 7, 2020

BIDS DUE: 2:00 PM, Local Time, October 13, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Carol & Rex Ave Stormwater Improvements Project**, fully and completely as if the same were fully set forth herein.

IN THE PLANS

No changes

IN THE SPECIFICATIONS

No changes

Receipt acknowledged and conditions agreed to the 12th day of October, 2020.

DBF Construction, LLC

Bidder

Mark Giannetti

By

Corporate Resolution of Signing Authority

I, the undersigned, hereby certify to the Village of Palm Springs that I am the Secretary of DBF Construction, LLC, located in 3710 Park Central Blvd., N, Pompano Beach, FL 33064, and that I have been duly elected and am presently serving in that capacity. I further certify that the following resolution is in full force and effect as if the date of and has not been revoked or rescinded as of this date:

RESOLVED that:

1. The execution of contracts and other instruments of whatever nature entered into by the Company directly, shall be signed by any one of the persons listed below:

Richard L. Gibbs III

President

Printed Name

Title

Signature

Mark Giannetti

Vice President

Printed Name

Title

Signature

IN WITNESS WHEREOF, I have subscribed my name to this document and affixed the seal of the Corporation on the 9th day of October, 2020.

Signature of Secretary

Jeffrey Melnechuk

Printed Name

(SEAL)

Richard Gibbs, III, President/Treasurer
1801 NW 18th STREET



POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
richie@giannetticorp.com
richie@dbfconst.comcastbiz.net

Richard (Richie) Gibbs has over 24 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, in the underground construction industry with governmental agencies in Florida and Michigan. Richie also has experience in commercial construction including custom home building in Michigan and Florida over the past 21 years. Richie is "hands-on" with all current projects in the South Florida area.

EMPLOYMENT:

Giannetti Contracting Corp.	1995 – Present	<u>Chief Operating Officer/ President / Treasurer</u>
DBF Construction, LLC	2019- Present	<u>President / Partner</u>

RECENT PROJECTS:

City of Cape Coral, Florida – UEP North 2, Contract 9 - 2017 - Present

Contract Amount: \$28,672,980.00

- Neighborhood infrastructure improvement project located in Cape Coral, Florida. This neighborhood infrastructure project included over 186,000 LF of new water main, irrigation water main, gravity sewer, force main, drainage, and fiber optic conduit from 4" to 42" in diameter. A lift station was also installed. Project also included over 127,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.

City of Cape Coral, Florida – UEP North 2, Contract 8 - 2018 - Present

Contract Amount: \$28,672,980.00

- Neighborhood infrastructure improvement project located in Cape Coral, Florida. This neighborhood infrastructure project included over 140,000 LF of new water main, irrigation water main, gravity sewer, force main, drainage, and fiber optic conduit from 4" to 42" in diameter. Project also included over 113,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.

City of Punta Gorda, Florida – Jones Loop Force Main - 2019

Contract Amount: \$2,066,078.44

- Large diameter force main replacement project in Punta Gorda, Florida. Project consisted of over 10,000 LF of new force main with over 90% being 16" diameter. Project also consisted on multiple 16" directional drills with four drills being over 500 LF in length. Project also consisted of a jack & bore, lift station, and associated restoration.

City of Hollywood, Florida – Water Main Replacement Program – Hollywood Blvd. to Sheridan St., Federal Hwy. to Intracoastal Waterway 2015 - 2018

Contract Amount: \$12,253,900.57

- Water Main Replacement Project included over 116,000 LF of new water main and 3,400 LF of new drainage from 4" to 48" in diameter. Project also included over 217,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Loxahatchee River Environmental Control District – Jupiter Inlet Colony Neighborhood Rehabilitation Project - 2016 - 2018

Contract Amount: \$8,912,466.41

- Neighborhood infrastructure improvements project on island in Jupiter Inlet Colony, Florida. Project included over 39,000 LF of water main, gravity sewer force main, and drainage from 4" to 30" in diameter. New lift station was also installed. Project also included over 33,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2015

Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014

Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013

Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013

Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013

Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person

Mark Giannetti / Vice President
1850 NW 15th AVE., SUITE 225
POMPANO BEACH, FLORIDA 33069
Ph: 954-532-9869 Fax: 954-532-9897
Mark@dbfconst.com
dbfconst.comcastbiz.net



Mark Giannetti has over 25 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, and owner in the underground construction industry with governmental agencies in Florida.

EMPLOYMENT:

Giannetti Contracting Corp.	1994 – 2004	<u>Operator, Foreman, Director of Field Operations for Underground Utility Crews</u>
JC Fodale Group of Florida	2004- 2006	<u>Superintendent</u>
DBF Construction, LLC	2006- Present	<u>Vice President / Partner</u>

RECENT PROJECTS:

City of Oakland Park, Florida – Bid Pack 11 - 2017

Contract Amount: \$2,037,595.35

- This project included the installation of 8" ductile water main, 18", 24", and 36" drainage and french drain, complete road rehabilitation, 8" sewer main repairs, mill and overlay.

Palm Beach County, Florida – South County Phase 5 - 2018

Contract Amount: \$2,065,681.87

- This neighborhood infrastructure improvement project included the installation of approximately 12,000 LF of 6" water main, 1,000 LF of 8" water main, 4,000 LF of 12" water main, 8" aerial water main crossing and approximately 285 water services.

City of Pompano Beach, Florida – Reuse System Phase I - 2018

Contract Amount: \$1,767,428.87

- This neighborhood infrastructure project included the installation of 9,000 FT of reclaimed water main from 4" to 16" diameter, also included trench restoration and mill & overlay.

Town of Lantana, Florida – South Lake Drive Force main Replacement, South 13th Place Water Main Replacement, Lantana Cove Stormwater Improvements - 2018

Contract Amount: \$1,118,760.24

- This project included the installation of 6" PVC C900 (DR18) force main, 6" PVC C900 (DR18) water main and drainage improvements, dewatering.

Monroe County, Florida – Tarpon Harbour- 2015

Contract Amount: \$1,174,000.00

- This project included installation of sewer force main, high pressure fire main, water main, drainage, gravity sewer, drainage outfall into the Gulf of Mexico, and vacuum sewer.

City of Weston, Florida – Country Isles Water Service Replacement 2015

Contract \$1,003,000.00.

- This project consisted of various water service replacements including wet taps, taps on existing main, open cut and/or directional drilling missile installation. Mill & overlay, striping and concrete.

City of Lighthouse Point, Florida – Frank McDonough Park - 2018

Contract Amount: \$115,746.00

- Project included the installation of approximately 12,000 LF of 6" water main, 1,000 LF of 8" water main, 4,000 LF of 12" water main, 8" aerial water main crossing and approximately 285 water services.

Palm Beach County Water Utilities Department, Florida/ Giannetti Contracting Corp. – Belvedere Homes Phase 2 - 2013

Contract Amount: \$ 677,000.00

- This project consisted of labor only. Installation of 5,800 LF of 15" – 48" storm water. 16,000 LF of water main 8" – 12" diameter, 14,000 LF of 8" vacuum sewer, vacuum pits and laterals, water services, roadway restoration, swale grading.

City of Hollywood, Florida / Giannetti Contracting Corp. – Water Main Program Phase I: Hollywood Blvd. to Johnson St. from N 46th avenue to N 52nd avenue - 2014

Contract Amount: \$664,000

- This project consisted of labor only. Installation of 27,000 LF new water main and 605 water services. Main line pipe sizes ranged from 6" to 12" in diameter.

City of Hollywood, Florida / Giannetti Contracting Corp. – Water Main Program Phase I: Hollywood Blvd. to Johnson St. from N 46th avenue to N 52nd avenue. - 2014

Contract Amount: \$1,037,000.00

- This project consisted of labor only. Installation of labor only 27,000 LF of 4" – 12" water main with 150 water services, cut, cap, and grout abandonment of existing water mains, asphalt trench replacement, and asphalt overlay.

LICENSES AND CERTIFICATIONS:

- OSHA Qualified Person

Pablo C. Riaño

Sr. Project Manager

PabloR@dbf-construction.com

WORK EXPERIENCE

July 2020 – Present

DBF Construction

Sr. Project Manager

- Planning, coordination, and management of construction activities associated with various Public Works projects from preconstruction stage through final acceptance stage. Which include, but are not limited to, construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, lift stations, treatment plants, road improvements, landscape, and other incidentals.
- Preparation, correction, submittal, and updates of applications for payment, shop drawings, schedules, requests for service, requests for information, requests for quotes, notices of change conditions, notices for change in contract time, etc., for various construction projects.
- Coordinates and reviews field work production following up with daily, weekly, and monthly meetings with superintendents, inspectors, and other staff
- Investigates and helps in the resolution of claims and damages.
- Develops and maintains connections with clients, engineers, subcontractors, and residents.
- Business development for operations in and outside of the U.S.

December 2018 – June 2020

Lanzo Construction Co., FL

Director of Operations

- Directly and through subordinate engineering staff and utilities field personnel, as well as in conjunction with other engineering consultants, plans, directs, supervises, and coordinates the design and construction of municipal engineering projects.

- Applied advanced project and construction management skills and considerable use of independent judgment in planning and managing/reviewing projects that are design in-house as well as projects that are developed by engineering consultants.
- Performed complex assignments requiring the exercise of considerable initiative and independent judgment in assuring that activities meet high standards of service, are performed with the maximum effective use of resources, and that work is accomplished in accordance with accepted technical standards and in compliance with applicable rules, regulations, and laws.
- In charge of overseeing all aspects of the day to day field operations regarding equipment, manpower, materials, subcontractors, other resources, etc.
- Conducted weekly meetings with appropriate staff to update each project. Assessment of moneys earned, work progress, future billings, and analyze budget breakdown, original vs actual and gross profit difference. Review of change orders, as-built drawings, upcoming work, and claims, among others.
- Reported directly to the Chief Operating Officer and Chief Executive Officer in all aspects of the field operations.

June 2004 – November 2018

Lanzo Construction Co., FL

Sr. Project Manager

- Planning, coordination, and management of construction activities associated with various Public Works projects from preconstruction stage through final acceptance stage. Which include, but are not limited to, construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, lift stations, treatment plants, road improvements, landscape, and other incidentals.
- Preparation, correction, submittal, and updates of applications for payment, shop drawings, schedules, requests for service, requests for information, requests for quotes, notices of change conditions, notices for change in contract time, etc., for various construction projects.
- Coordinates and reviews field work production following up with daily, weekly, and monthly meetings with superintendents, inspectors, and other staff
- Investigates and helps in the resolution of claims and damages.
- Develops and maintains connections with clients, engineers, subcontractors, and residents.
- Business development for operations in and outside of the U.S.

EDUCATION

2001 – 2005	Florida International University	Miami, FL
	<i>Bachelor of Science Degree, Civil & Environmental Engineering</i>	
1998 – 2001	Broward College	
	<i>Associate of Arts Degree, Engineering</i>	

ENGINEERING SKILLS

- Excellent computer skills including MS Word, Excel, PowerPoint
- AutoCAD 2020
- P6
- Excellent oral and technical writing skills
- Excellent organizational skills
- Experience in leadership and teamwork
- Ability to provide a positive and productive working environment
- Fully bilingual (English & Spanish)

PROFESIONAL MEMBERSHIPS

- Florida Engineering Society/National Society of Professional Engineers
- American Society of Civil Engineers

CERTIFICATIONS

- Confined Space & Rescue Training
- Stormwater Erosion and Sedimentation Control
- FDOT Advanced Temporary Traffic Control

CHRISTOPHER J. IACOBELLI

CHRIS@DBF-
CONSTRUCTION.COM

954-892-0678



EXPERIENCE

Equipment operator / Foreman / Superintendent / Project Manager / Estimator

Dates From 1982 to 1990

Iacobelli Contracting, Inc.

Medley, Florida

Performed multiple tasks on large diameter transmission mains for
Miami Dade Water & Sewer Authority

Tasks included:

- Planning laying schedules
- Coordinating crews for installation, cleaning, joint welding,
testing, & restoration

Also oversaw all heavy equipment maintenance and repair

OWNER / PRESIDENT OF COASTAL UTILITIES, INC. COOPER CITY, FL.

Dates From 1990 - 1997

Completed approximately \$30 million of Water Main, Sanitary
Sewer, & Storm Drainage Improvements in the Dade, Broward, Palm
Beach, & Monroe Counties

Project Manager / Estimator

Megan South, LLC

Davie, Fl.

Dates From 1997 - 2001

Completed approximately \$10 million of
Earthwork, Water Main, Sanitary Sewer, Storm Drainage, &
Roadway construction within Dade, Broward, Palm Beach, & Monroe
Counties

Part Owner / Estimator / Project Manager

GMI Contracting, Inc.

Davie, Fl.

Dates From 2001 - 2012

Completed approximately \$15 million of Earthwork, Water Main, Sanitary Sewer, Storm Drainage, & Roadway Construction within Dade, Broward, Palm Beach, & Monroe Counties.

Project Superintendent / Estimator

Charlie Frymyer Paving, Inc.

Davie, Fl.

Dates from 2012 – 2014

Completed:

- 3,500 LF Water Main
- 3,500 LF Force Main
- 1,200 LF of Poured in place concrete containment (30' wide x 4' high within the Fort Lauderdale Airport Runway expansion and US ITunnel Project
- Several thousand LF of Storm Drainage (15" up to 60" RCP) within the Fort Lauderdale Airport Terminal 4 Improvements

Project Manager / Estimator

TV Diversified, LLC

Lake Worth, Fl.

Dates from 2014 – 2016

Completed approximately \$6 million of Lift Station Rehabilitation, Water Main Improvements, Sanitary Sewer Point Repairs, & Treatment Plant Improvements

Project Superintendent

All County Paving, Inc.

Delray Beach, Fl.

Dates from 2016 - 2018

Oversaw multiple crews and subcontractors on the Hard Rock Stadium Site Improvements Project including Demolition, Water Main, Storm Drainage, Sanitary Sewer, Textured Concrete, Brick Pavers, Curb & Gutter, Parking Lot Reconstruction, Striping / Signage, & Landscaping,

Also oversaw the scheduling, Inspection, material requirements, equipment allocation, and manpower allocation for multiple Road Building crews on a Neighborhood Improvement project in Davie, Fl.

Project Manager and Field Superintendent

DBF Construction, LLC

Dates from 2018 – Current

Oversee multiple crews on several Water Main, Sanitary Sewer, Storm Drainage, & Water Reuse projects

EDUCATION

DEGREE / DATE EARNED

School
Bachelor of Arts
Florida Atlantic University
1982



3710 Park Central Blvd North
Pompano Beach, FL 33064
Phone: 954-532-9867

SAFETY PLAN

PROJECT: Washington Road Improvements

INTRODUCTION

It is the policy of **DBF Construction, LLC** to provide a safe workplace for its employees. To this end, the company, in correct with employees, will seek to comply with all applicable standards promulgated pursuant to the Florida Occupation Safety and Health Act

Any questions regarding this document should be addressed to:

Safety Officer: Spencer Mart

954-532-9869

DBF Construction, LLC

Safety Standards

It is the policy of this company to keep its employees informed of all safety rules contained in the Construction Safety Standards and the Occupational Health Standards.

Any employee may obtain a copy of any of the above referenced standards by contacting the company Safety Officer.

DBF Construction, LLC

Accident Prevention Program/General Safety Rules

1. It is the policy of **DBF Construction, LLC** to furnish each employee employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to such employee.
2. **DBF Construction, LLC** designates Spencer Mart as corporate Safety Officer. This person is responsible for the implementation of the Company's safety program. If any employee needs to know who the company Safety Office is, they can find out by asking any foreman.
3. When practical, employees of **DBF Construction, LLC** will participate in safety seminars sponsored by the Associated Underground Contractors, Inc., and / or other organizations.
4. The Safety Officer shall designate a qualified employee on each crew or project who will have the following responsibilities:
 - a) Instruct each employee regarding operating procedures, hazards and safeguards of tools and equipment when necessary to perform the job.
 - b) Inspect the construction site, tools and equipment to assure unsafe conditions that may create a hazard are eliminated.
 - c) Instruct each employee in the recognition and avoidance of hazards.
 - d) Instruct each employee, where known harmful plants, reptiles, animals or insects are present, as to the potential hazards, how to avoid injury, and applicable first aid procedures to be used in the event of an injury.
 - e) Instruct each employee required to handle or use known poisons, toxic materials, caustics and other harmful substances regarding the potential hazards, safe handling, use, personal hygiene, protective measures require and applicable first aid procedures to be used in the event of injury.
 - f) Instruct each employee required to enter a confined space regarding the hazards involved, the necessary precautions to be taken, the use of personal protective equipment, and the procedures to be followed if an emergency occurs.
 - g) Instruct all employees in the steps to be taken in case of an injury or accident.

5. DBF Construction, LLC shall not knowingly permit an employee to work while under the influence of intoxicating beverages or substances which would impair the employee's ability to perform a task in a safe manner. Additionally, no employee shall possess/ use intoxicating beverages or controlling substances at any DBF Construction, LLC site or facility. Any employee violating this policy is subject to immediate dismissal.
6. The job foreman will inspect all machines, tools and equipment on a regular basis to make certain that no defect is present that will affect the safety of employees.
7. All employees' complaints or concern regarding safety shall be immediately brought to the attention of the Safety Officer.
8. Periodic meetings will be held to inform all employees of the company safety program.
9. This safety program shall be made available to all employees.
10. A copy of the AUC *Trench Safety Handbook* shall be made available to all employees who are involved in working in open excavations.
11. Employees will adhere to the following Safety Rules:

A. Miscellaneous Rules

- a) Do not use tools or equipment that you have not been trained or authorized to use. This rule also applies to power-actuated tools.
- b) Gasoline must be stored and transported in approved cans only. Engines must be shut off when refueling and no smoking anywhere near flammable liquids.
- c) Immediately report all injuries, whether to yourself or a co-worker, to your foreman.
- d) Do not distract the attention of fellow workers.

B. Trenching Rules

- a) Spoil must be at least 2 feet back from the lip of the trench
- b) All employees working in excavations or trenches must always stay within the protective system (trench shield, shoring, sloping).
- c) Never climb on shoring, trench shields, or sloped walls or ride on any lift, hook, chain, cable, sling, or other equipment parts.

Stay out from under suspended loads, away from moving equipment, and counterweights.

- c) Only designated individuals shall be permitted to operate or service heavy equipment.
- d) Perform frequent and periodic inspection as required.
- e) The equipment operator must wear the seat belt when required.
- f) No employee is permitted to ride on any part of the equipment.
- g) It is the responsibility of all employees to make certain that back-up alarms on obstructed rear-view equipment be in operable condition. Use a flagger to move equipment when back up alarms are inoperable.
- h) Maintain a 10" minimum clearance from energized lines; use a spotter in difficult areas.

F. Fall Protection

- a) All manholes which present a fall hazard should be covered and identified as a hole.
- b) Guardrails around open shafts and bore pits deeper than 6" should be 42" plus or minus 3" high.
- c) The intermediate rail should be positioned halfway between the floor and top rail.
- d) The threshold for fall protection use is 6". Fall protection may be accomplished by guarding, personal fall arrest systems or safety nets. Ask your qualified person.

G. Traffic

- a) All traffic control devices are to be placed under the direction of the Qualified Employee. While flagging or directing vehicular traffic, a reflectorized, fluorescent orange warning vest shall be worn at all times. Flag people are to be courteous at all times.
- b) A six foot staff two-sided paddle sign with "STOP" on one side and "SLOW" on the other shall be used to control traffic.
- c) When working in or adjacent to vehicular traffic always face the flow of traffic or use of a spotter.

DBF Construction, LLC
Emergency Response Program

1. As part of its safety program it is the policy of DBF Construction, LLC to make certain that all employees have been instructed as to proper procedures in case of an injury or accident.
2. DBF Construction, LLC designates the 911 system as its first response in the event of a medical emergency and/ or rescue operation.
3. A list of emergency phone numbers will be posted at the jobsite when practical. If no suitable or convenient location exists, the list will be kept by the project foreman.
4. All injuries and/ or accident shall be reported to the job foreman immediately.
5. All incidents and/ or injuries shall be reported to the Safety Officer as soon as is practical
6. DBF Construction, LLC will provide a person at each job site who is trained in CPR and First Aid procedures as required by any applicable Safety & Health Standards.
7. Never move an injured person unless absolutely necessary. Further injury may result. Keep injured comfortable and utilize available First Aid equipment until an ambulance arrives.

DBF Construction, LLC
Responsibilities of Foreman / Qualified Employee

1. Assure that the safety program is implemented.
2. Inspect the job site to assure that no unsafe conditions exist.
3. Make sure that necessary protective equipment is on hand and used when required.
4. Instruct all employees in safe procedures and job safety requirements. Follow up and insist on compliance.
5. Discuss safety with employees on every operation. Have periodic safety meetings.
6. See that all injuries are cared for properly and reported promptly.
7. Investigate all accidents. File a complete accident report with the Safety Officer and correct the causes immediately. USE OSHA FOR 300 AND/OR 300A
8. Be familiar with the rules pertaining to safety.
9. Report any hazardous conditions to the Safety Officer even if the condition has been corrected.
10. Recommend reprimands for employees found in non-compliance of safety program and related materials.

DBF Construction, LLC
Personal Protective Equipment Policy

It is the policy of DBF Construction, LLC that all employees comply with the OSHA standards in regards to the use of personal protective equipment. Violation of this policy will be subject to discipline as outlined in this section.

1. This company shall provide all personal protective equipment t as required by OSHA.
2. All employees outside of a cabbed vehicle or covered piece of equipment must wear a hard hat. There will be no exceptions to this rule.
3. All employees must wear required hand protection, gloves, etc. when an employee is exposed to hazards such as radiation, alkalies, acids, adhesives and temperature extremes other than those caused by weather conditions. Appropriate hand protection other than ordinary work gloves will be supplied by the company.
4. Any employee directing vehicular traffic must wear a fluorescent orange vest.
5. All employees must wear proper foot protection if conditions on the job are likely to cause foot injury. Tennis shoes or similar footwear is strictly forbidden.
6. The use of face and eye protection will vary according to the task performed. All employees must consult with the qualified employee to determine the proper method of protection and this protective gear must be worn.
7. Any personal protective equipment that is found to be defective shall be immediately reported to the safety officer or qualified person.
8. Acknowledgement of receipt of personal protective equipment will be kept on file at the company office.
9. A company disciplinary policy is in effect regarding personal protective equipment and is available to all employees upon request.

Acknowledgement and Receipt

Personal Protective Equipment

_____, an employee of DBF Construction, LLC, has received a copy of the company's policy (Dated _____) regarding the wearing of personal protective equipment and am aware of the disciplinary procedure I can be subject to for failure to wear personal protective equipment as instructed.

I acknowledge receipt of and instruction in the wearing of the following personal protective equipment.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

I further acknowledge that I may turn in equipment which has been damaged or no longer functions properly because of use or normal wear and tear and receive a free replacement of that item. However, if I should lose or damage through neglect any company- provided personal protective equipment, I authorize the company to deduct the cost of that item, in the pay period in which the loss or damage is reported or detected, from any wages which the company may owe.

Date: _____ Employee Signature: _____

DBF Construction, LLC

Disciplinary Policy

It is the policy of DBF Construction, LLC to supply its employees with a workplace which is free from recognized hazards. DBF Construction, LLC will provide to each employee the proper tools, equipment, training and instructions so that every job is accomplished effectively and safely. DBF Construction, LLC is concerned with your safety and requires you to take advantage of these measures for your protection.

In order to ensure your compliance with this policy, the following schedule of disciplinary action shall apply to any employee found to be in violation of the required procedures:

First Offense-	Written warning filed in employees permanent file (Effective for one year from date of issue).
Second Offense-	Written warning filed in the employees permanent file (Effective for one year from date of issue).
Third Offense-	Subject to suspension without pay for a length of the time to be determined at time of offense.
Subsequent Offenses-	Subject to dismissal or suspension without pay for a length Of time to be determined at time of offense.

Safety is everyone's' responsibility. The safety rules DBF Construction, LLC are in place to protect you and your fellow employees and these rules will be enforced.

Employee Signature: _____

Date: _____

DBF Construction, LLC

Employee Sign-Off Sheet

_____, an employee of DBF Construction, LLC understands this company's safety policy. I also understand that if I have any questions concerning the safety policy or safety in general I may contact the company safety officer for clarification. Further, I understand that safety is everyone's responsibility, including my own.

Signed: _____

Date: _____



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYSSENKO, ILIA V

DBF CONSTRUCTION LLC
3710 PARK CENTRAL BLVD N
POMPANO BEACH FL 33064

LICENSE NUMBER: CGC1512467

EXPIRATION DATE: AUGUST 31, 2022

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.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYSSENKO, ILIA V

DBF CONSTRUCTION LLC
3710 PARK CENTRAL BLVD N
POMPANO BRACH FL 33064

LICENSE NUMBER: CUC1224328

EXPIRATION DATE: AUGUST 31, 2022

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.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:** DBF CONSTRUCTION LLC
Business Name: DBF CONSTRUCTION LLC**Receipt #:** 130-258258
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** ILIA LYSSENKO
Business Location: 3710 PARK CENTRAL BLVD
POMPANO BEACH
Business Phone: 954-892-1697**Business Opened:** 10/09/2013
State/County/Cert/Reg: CGC1512467
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:DBF CONSTRUCTION LLC
3710 PARK CENTRAL BOULEVARD
POMPANO BEACH, FL 33064**Receipt #** 20C-19-00001493
Paid 07/07/2020 27.00**2020 - 2021**



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2020 - 2021**

Business Tax Receipt Valid from: October 1, 2020 through September 30, 2021

4472527
DBF CONSTRUCTION LLC
3710 N PARK CENTRAL BL

POMPANO BEACH FL 33064

9/21/2020

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: DBF CONSTRUCTION LLC
BUSINESS LOCATION: 3710 N PARK CENTRAL BL POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
21-00102650	CONTRACTOR GENERAL (GC)
21-00102652	ENGINEERING CONSTRUCTION (1A-4C)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

Client#: 6898

DBFCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZERVOS GROUP INC 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME:	
	PHONE (A/C, No, Ext): 248 355-4411	FAX (A/C, No): 248 355-2175
INSURED DBF CONSTRUCTION LLC 3710 Park Central Blvd N Pompano Beach, FL 33064	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Company	NAIC # 20508
	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co. Hartford	20478
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER:	X	X	6078749646	08/10/2020	08/10/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	X	X	6078749663	08/10/2020	08/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	X	X	6078749680	08/10/2020	08/10/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6078749677	08/10/2020	08/10/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased or Rented Equipment Scheduled Equip.			6078749646	08/10/2020	08/10/2021	\$100,000 Limit \$1,000 Deductible See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Illustration of coverage only.

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION OF COVERAGE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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State of Florida

Department of State

I certify from the records of this office that DBF CONSTRUCTION LLC is a limited liability company organized under the laws of the State of Florida, filed on July 3, 2013, effective July 3, 2013.

The document number of this limited liability company is L13000095337.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 8, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2020*



Randy Be
Secretary of State

Tracking Number: 1446487081CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



COMPLETED PROJECT REFERENCES

CITY OF OAKLAND PARK- BID PACK 11
5100 NE 12TH TER., OAKLAND PARK, FL 33334
Initial Contract Value: \$2,037,595.35 Final Contract Value: \$2,672,764.52

JIM MOORE 954-630-4432 JIMM@OAKLANDPARKFL.GOV

SCOPE OF WORK: INSTALLATION OF 8" DUCTILE WM INSTALLATION OF 18", 24", AND 36" DRAINAGE AND FRENCH DRAIN, COMPLETE ROAD REHABILITATION, 8" SEWER MAIN REPAIRS, MILL AND OVERLAY

COMPLETED: AUGUST 2017

CITY OF POMPANO BEACH: ESQUIRE LAKE NEIGHBORHOOD IMPROVEMENTS
CONTRACT AMOUNT \$2,829,223.34
OWNER: CITY OF POMPANO BEACH
2019

NOTICE TO PROCEED: 04/01/2019

SCOPE OF WORK: INSTALLATION OF 49 INLET STRUCTURES, 3,815 LF RCP/PVC DRAINAGE PIPE (15" TO 42" DIAMETER) 3,883 LF EXFILTRATION TRENCH, INLET WEIRS, LAKE OUTFALLS, STORMWATER BYPASS PUMPING, EROSION PROTECTION MEASURES AND TURBIDITY BARRIERS, ENDWALLS, 16,218 SY SWALE RE-GRADING AND SODDING, TREE PROTECTION, IRRIGATION, REALIGNMENT OF EXISTING WATERMAIN DRAINAGE INLET CONFLICTS; SIDEWALK, DRIVEWAY & MISCELLANEOUS RESTORATION, 6,960 SY OF ASPHALT PAVEMENT SECTION RESTORATION, SANITARY LATERAL RESTORATION, DEWATERING, REMOVAL OF EXISTING PAVEMENT, DRAINAGE PIPE AND INLETS.

Completed May 2020

PALM BEACH COUNTY: South County Phase 5
8100 Forest Hill Blvd. West Palm Beach, FL 33413
CONTRACT AMOUNT \$2,065,681.87

JOSEPH TANACREDI P: 561-493-6088 E-mail: jtanacredi@pbwater.com

SCOPE OF WORK: INSTALL APPROXIMATELY 12,000 LF OF 6" WM, 1,000 LF OF 8" WM, 4,000 LF OF 12" WATER MAIN, 8" AERIAL WATER MAIN CROSSING AND APPROXIMATELY 285 WATER SERVICES.

COMPLETED: DECEMBER 2018

CITY OF POMPANO BEACH: REUSE SYSTEM PHASE I
1205 NE 5TH AVE., POMPANO BEACH, FL 33060
CONTRACT AMOUNT \$1,767,428.87

TAMMY GOOD- PROJECT MANAGER III 954-650-7783, E-MAIL: TAMMY.GOOD1@COPBFL.COM

SCOPE OF WORK: 9,000 FT OF RECLAIMED WATER MAIN FROM 4" TO 16" DIAMETER, PROJECT ALSO INCLUDED TRENCH RESTORATION AND MILL & OVERLAY

COMPLETED: SEPTEMBER 2018

TOWN OF LANTANA
510 W Pine Street, Lantana, FL 33462
CONTRACT AMOUNT \$1,118,760.24

Project: South Lake Drive Force Main Replacement, South 13th Place WM Replacement, Lantana Cove Stormwater Improvements

Jerry Darr- Utilities Assistant Director P: 561-540-5758 E-mail: jdarr@lantana.org

SCOPE OF WORK: INSTALLATION OF 6" PVC C900 (DR18) FORCE MAIN, 6" PVC C900 (DR18) WATER MAIN AND DRAINAGE IMPROVEMENTS, DEWATERING

COMPLETED: MARCH 2019

TARPON HARBOR
9805 OVERSEAS HIGHWAY, MARATHON, FL 33050
\$1,174,000.00

ANDREW TOPPINO, 305-797-5839 AJTOPPINO@GMAIL.COM

SCOPE OF WORK: WATER MAIN, FIRE MAIN, GRAVITY SEWER, AND VACUUM SEWER

COMPLETED NOVEMBER 2015

**CITY OF WESTON
2599 S POST RD, WESTON, FLORIDA 33069
\$1.03 Million**

KARL THOMPSON- ASSISTANT CITY MANAGER, 954-385-2600 KTHOMPSON@WESTON.ORG
EAC CONSULTING, INC., DONNA GRACE, 954-599-3710 DGRACE@EACONSULT.COM

COUNTRY ISLES WATER SERVICE REPLACEMENT

SCOPE OF WORK: REPLACE WATER SERVICES, MILL & OVERLAY, STRIPING, AND CONCRETE

COMPLETED OCTOBER 2015

**CITY OF LIGHTHOUSE POINT
CONTRACT AMOUNT \$115,746.00
FRANK MCDONOUGH PARK**

CHARLES SCHRAMM, 954-650-7783, E-MAIL: CSCHRAMM@LIGHTHOUSEPOINT.COM

SCOPE OF WORK: DRAINAGE IMPROVEMENTS IN CITY PARK, WITH ASSOCIATED RESTORATION

COMPLETED: SEPTEMBER 2018

**BROWARD COUNTY WATER AND WASTEWATER SERVICES
2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069
GIANNETTI CONTRACTING CORP., RICHARD GIBBS 954-999-2680**

COUNTY NEIGHBORHOOD IMPROVEMENT PROJECT BID PACK #11 - BID NO. 1152/8629

SCOPE OF WORK: LABOR ONLY 49,000 LF OF WATERMAIN, 45,000 LF OF RECLAIMED WATERMAIN, 29,350 LF OF RCP STORM SEWER WITH EXFILTRATION TRENCHES, 44,870 LF OF SANITARY SEWER UP TO 16' DEPTHS, 1630 LF OF FORCEMAIN, 750 SEWER LATERALS WITH PRIVATE SIDE SEWER TO HOMES, 780 WATER SERVICES INCLUDING PRIVATE PROPERTY CONNECTIONS TO EXISTING HOME. MAIN LINE PIPE RANGE IN SIZE FROM 4" TO 48" IN DIAMETER. 124,000 SY OF ROADWAY REPLACEMENT, 33,000 SY OF DRIVEWAY REPLACEMENT, 40,000 SY OF SIDEWALK REPLACEMENT AND 122,000 SY OF SOD AND SWALE RESTORATION.

COMPLETED SEPTEMBER 2014

UAZ 303 WATER & SEWER IMPROVEMENTS

SCOPE OF WORK: LABOR ONLY 3,400 LF OF GRAVITY SANITARY SEWER, WITH 18 LATERALS AND MODIFICATIONS OF 2 LIFT STATIONS, 8,000 LF OF 4" - 16" WATER MAIN, 34 WATER SERVICES, CUTTING CAPPING, AND ABANDONMENT OF EXISTING WATER MAINS

COMPLETED MARCH 2012

UAZ 307 & 315 WATER & SEWER IMPROVEMENTS

SCOPE OF WORK: LABOR ONLY 17,000 LF OF 8"- 12" GRAVITY SEWER, 340 SEWER LATERALS, 20,000 LF OF 6" - 12" WATER MAIN, 290 WATER SERVICES, ABANDON OF 22,000 LF OF EXISTING WATER MAIN, PROPOSED LIFT STATION, REPLACEMENT OF PUMPS AT EXISTING LIFT STATIONS, 2000 LF OF FORCEMAIN, ROADWAY EXCAVATION AND REPLACEMENT OF BASE AND ASPHALT APPROXIMATELY 49,000 SY

COMPLETED NOVEMBER 2011

**CITY OF NORTH LAUDERDALE
701 SOUTHWEST 71ST AVENUE, NORTH LAUDERDALE, FLORIDA 33068
GIANNETTI CONTRACTING CORP., RICHARD GIBBS 954-999-2680
HIGHLAND COURT IMPROVEMENTS**

SCOPE OF WORK: LABOR ONLY WATERMAIN WITH SERVICES, STORM SEWER, SANITARY SEWER WITH
LATERALS, PARKING LOT REPLACEMENT, CONCRETE CURBS GUTTERS AND SIDEWALKS FOR HIGHLAND
COURT COMPLEX

COMPLETED JANUARY 2013

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
8100 FOREST HILL BOULEVARD, WEST PALM BEACH, FLORIDA 33413
GIANNETTI CONTRACTING CORP., RICHARD GIBBS 954-999-2680
\$677,000.00**

BELVEDERE HOMES PHASE 2

SCOPE OF WORK: LABOR ONLY 5,800 LF OF 15" - 48" STORM SEWER, 16,000 LF OF WATERMAIN 8" - 12"
DIAMETER, 14,000 LF OF 8" VACUUM SEWER, VACUUM PITS AND LATERALS, WATER SERVICES, ROADWAY
RESTORATION, SWALE GRADING

COMPLETED FEBRUARY 2013

**CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301
GIANNETTI CONTRACTING CORP., RICHARD GIBBS 954-999-2680**

SHADY BANKS SMALL WATER MAIN REPLACEMENT PROJECT # 11471

SCOPE OF WORK: LABOR ONLY 7,000 LF OF 6" - 8" WATER MAIN REPLACEMENT, WITH 134 WATER SERVICES,
ASPHALT TRENCH PATCH, ASPHALT OVERLAY, CUT PLUG AND GROUT ABANDONMENT OF EXISTING WATER
MAINS

COMPLETED JANUARY 2014

**CITY OF HOLLYWOOD
2600 HOLLYWOOD, FLORIDA 33021
GIANNETTI CONTRACTING CORP., RICHARD GIBBS 954-999-2680
\$1.37 Million**

WATER MAIN PROGRAM PHASE 1 HOLLYWOOD BLVD TO JOHNSON ST FROM N 46TH AVE TO N 52ND AVE

SCOPE OF WORK: LABOR ONLY 27,000 LF OF 4" - 12" WATERMAIN WITH 150 WATER SERVICES, CUT, CAP AND
GROUT ABANDONMENT OF EXISTING WATERMAINS, ASPHALT TRENCH REPLACEMENT, AND ASPHALT
OVERLAY

COMPLETED JULY 2014

**WATER MAIN REPLACEMENT PROGRAM PHASE II, N 72ND AVE TO N76TH AVE FROM POLK ST TO JOHNSON ST
PROJECT # 12-5116**

\$677,000.00

SCOPE OF WORK: LABOR ONLY, INSTALLATION OF 27,000 LF OF NEW WATER MAIN AND 605 WATER SERVICES.
MAIN LINE PIPE SIZES RANGED FROM 6" TO 12" IN DIAMETER

COMPLETED OCTOBER 2015

CUDJOE, SUMMERLAND, AND UPPER SUGARLOAF KEYS, FLORIDA

\$1.5 Million

GIANNETTI CONTRACTING CORP., RICHARD GIBBS, 954-999-2680

CUDJOE REGIONAL WASTEWATER INNER ISLANDS COLLECTION SYSTEM & TRANSMISSION SYSTEM

SCOPE OF WORK: LABOR ONLY, INSTALLATION OF 4,000 LF OF NEW WATER MAIN, 99,000 LF OF GRAVITY SEWER, 1,783 SEWER LATERALS, 32 AREA LIFT STATIONS, 157,000 LF OF FORCE MAIN, 416 GRINDER PUMP STATIONS, 2 BRIDGE CROSSINGS, AND 2 MASTER LIFT STATIONS. MAIN LINE PIPE SIZES RANGED FROM 2" TO 16" IN DIAMETER.

COMPLETED DECEMBER 2015

MONROE COUNTY

1.37 Million

GIANNETTI CONTRACTING CORP., RICHARD GIBBS, 954-999-2680

CULVERT CONNECTION CANAL #227

SCOPE OF WORK: LABOR ONLY 200 LINEAR FEET OF 60 INCH DRAINAGE PIPE WITH 2 ENDWALLS

COMPLETED APRIL 2016

HARD ROCK STADIUM

2.5 Million

M&M ASPHALT MAINTENANCE INC. MIKE ACETI 561-513-3815

SCOPE OF WORK: LABOR ONLY 120 LF OF 16 INCH DIP, 12 WET TAP & HYDRANT INSTALLATIONS, 3600 LF OF 36 INCH DRAINAGE AND 54 MANHOLES AND CATCH BASES

COMPLETED JUNE 2017

CITY OF HOLLYWOOD WATER MAIN REPLACEMENT PROJECT 13-5119

CONTRACT AMOUNT \$3,000,000

GIANNETTI CONTRACTING CORP., RICHARD GIBBS, 954-999-2680

SCOPE OF WORK: INSTALLATION OF WATER MAIN

SCOPE OF WORK: LABOR ONLY: INSTALL 116,000 LF OF WATERMAIN AND DRAINAGE. MAIN LINE RANGED IN SIZE FROM 4" TO 48". PROJECT ALSO INCLUDED 945 WATER SERVICES AND ABANDONMENT OF EXISTING WATERMAINS.

COMPLETED MARCH 2018

CITY OF HOLLYWOOD WATER MAIN REPLACEMENT PROJECT 13-5119

CONTRACT AMOUNT \$3,000,000

GIANNETTI CONTRACTING CORP., RICHARD GIBBS, 954-999-2680

SCOPE OF WORK: INSTALLATION OF WATER MAIN

SCOPE OF WORK: LABOR ONLY: INSTALL 116,000 LF OF WATERMAIN AND DRAINAGE. MAIN LINE RANGED IN SIZE FROM 4" TO 48". PROJECT ALSO INCLUDED 945 WATER SERVICES AND ABANDONMENT OF EXISTING WATERMAINS.

COMPLETED MARCH 2018

**DBF CONSTRUCTION LLC
CURRENT CONTRACTS**

**BROWARD COUNTY : FLL GREEN BELT PARK IRRIGATION MAIN EXTENSION
CONTRACT AMOUNT: \$1,327,293.75
OWNER: BROWARD COUNTY
2019-2020**

SCOPE OF WORK: CONSTRUCTION, FURNISHING AND INSTALLATION OF THE PROXIMATELY 6,000 LF OF 8" AND 4" IRRIGATION TRANSMISSION SYSTEM. THE IRRIGATION MAIN INSTALLATION INCLUDES CROSSING UNDER THE FEC AND FDOT RIGHT-OF-WAY WITH TWO DIRECTIONAL DRILL OPERATIONS AND TWO JACK AND BORE OPERATIONS. THE MAIN WILL ALSO BE INTERCONNECTED AT THE SEVEN LOCATIONS. UPGRADES MADE TO THE EXISTING IRRIGATION PUMP LOCATED AT THE NE POND AND ALSO THE INSTALLATION OF A NEW BOOSTER PUMP AT THE SOUTH GREEN BELT BUFFER PRIOR TO CONNECTION TO THE EXISTING SYSTEM. UPGRADE, PROGRAMING MAXICOM SYSTEM.

**CITY OF GREENACRES
CONTRACT AMOUNT 276,765.50
OWNER: CITY OF GREENACRES, LAKE WORTH DRAINAGE DISTRICT
2020
PERCENTAGE COMPLETE: 95%**

SCOPE OF WORK: DREDGING CANALS, RE-SLOPPING OF CANAL EMBARKMENTS, DRAINAGE HEAD WALLS, RE-STRUCTURING, RE-SLOPPING, DEMUCKING EXISTING CITY OF LAKE WORTH DRAINAGE CANALS,

**CITY OF NORTH MIAMI
CONTRACT AMOUNT: \$441,049.00
PROJECT: WATER MAIN IMPROVEMENT PROJECT NW 8TH AVENUE
2020**

SCOPE OF WORK: CONSTRUCTION OF A NEW 8-INCH DIAMETER C-900 WATER MAIN TO REPLACE THE EXISTING 6-INCH ACP AND 2 INCH GALVANIZED STEEL PIPES. RELOCATION OF WATER METERS FROM REAR OF THE PLOTS TO FRONT OF LOTS, THE ADDITION OF FIRE HYDRANTS AND RIGHT OF WAY UTILITY EASEMENT RESTORATION.

**CITY OF PLANTATION: GOLF ESTATES DRAINAGE IMPROVEMENTS
CONTRACT AMOUNT \$308,012.00**

SCOPE OF WORK: INCORPORATE THE REPLACEMENT OF EXISTING STORM DRAINAGE STRUCTURES AND PIPES LOCATED WITHIN CITY RIGHT-OF-WAY THROUGHOUT THE NEIGHBORHOODS CAST IN PLACE PIPE TECHNOLOGY WILL ALSO BE USED FOR EXISTING OUTFALL PIPES LOCATED IN DRAINAGE EASEMENTS BETWEEN HOMES. A FEW EXISTING OUTFALL PIPES BETWEEN HOMES ARE UNDERSIZED AND WILL BE REPLACES WITH LARGER PIPES UTILIZING PIPE BURSTING TECHNOLOGY.

DBF CONSTRUCTION, LLC
Equipment List

ITEM #	DESCRIPTION OF EQUIPMENT
1	CATERPILLAR 308ECRSB HYDRAULIC EXCAVATOR
2	WACKER NEUSON VIBROPLATE BPU4045A
3	2016 HUSQVARNA STREET SAW FS400LV
4	2017 VOLVO CRAWLER EXCAVATOR W/3 ACCESSORIES-2013 VOLVO 43" 1.26 YD3 DF BUCKET & 2016 C&P 30" CORAL ROCK BUCKET
5	2015 VOLVO WHEEL LOADER L70H622270 W/2 ATTACHEMENTS 2015 VOLVO 10 4" 2.9YD3 BUCKET & 2013 VOLVO 59" FRAME W/72 FORKS
6	2007 CATERPILLAR CB214E TANDEM VIBRATORY ROLLER
7	2011 INGERSOLL RAND LIGHT SOURCE LIGHT TOWER
8	2011 INGERSOLL RAND LIGHT PORTABLE LIGHT TOWER
9	2001 KUBOTA RTV900 4X4
10	PIPE LASER DG813 W/SPORT FINDER & ATTACHMENTS
11	2018 VOLVO L60H
12	2017 JOHN DEER 317G COMPACT TRACK LOADER
13	2012 ATLASCOPCO COMPRESSOR 175-195 CFM
14	SPECTRA PIPE LASER DG813 WITH ATTACHMENTS SPOT FINDER REM CONTROL, LSR TARGET HEAD, ALUM TUBE INS F/STORY POLE & SOTRY POLE W/LVL
15	WACKER NEUSON VIBROPLATE COMPACTOR
16	COMPACT EXCAVATOR WITH 24 PIN-ON BUCKET WITH TEETH
17	TRACK LOADER

Agency Name Village of Palm Springs
Bid Number ITB #2020B-009
Bid Name Carol & Rex Avenue Stormwater Improvements
Bid Due Date October 13, 2020
Bid Opening 2:00 PM

7 response(s) found

Company	BidAmount	Status
DBF Construction LLC	\$279,839.00	Complete
DP Development	\$372,686.78	Complete
Foster Marine Contractors, Inc.	\$446,509.00	Complete
GT General Contractors LLC	\$338,443.00	Complete
Heavy Civil Inc.	\$267,530.90	Complete
Hinterland Group Inc.	\$290,928.00	Complete
TCLM Ent Incorp.	\$ 327,737.10	Complete

PRINCIPALS

Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

November 5, 2020

DRMP Job #: 18-0488.001

Mr. Walter Sanchez, Public Service Project Manager
Village of Palm Springs
Public Services
226 Cypress Lane
Palm Springs, FL 33461

Subject: Carol & Rex Ave Stormwater Improvements - Bid Analysis Summary and Recommendation

Mr. Sanchez:

On October 14, 2020, our office received the bid submittals for the two lowest bids on the subject project. The two lowest base bids received were:

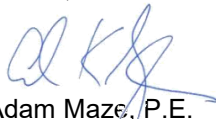
- Heavy Civil Inc, \$267,530.90
- DBF Construction, LLC \$279,839.00

The Bid Form, Attachments and Bid Information provided within the two lowest base bid packages submitted have been reviewed. Upon review and discussion with Village Staff, the lowest bidder's overall bid package submittal was determined to be incomplete.

DBF Construction, LLC appears to be the lowest responsive bidder qualified to undertake this project. DRMP takes no exception, nor has any objection to this selection.

Should you have any questions regarding our findings, please feel free to contact this office.

Sincerely,
DRMP, Inc.



Adam Maze, P.E.
Southeast Florida Office Leader/Project Manager

CC:

OFFICES

Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina

VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

CAROL AVE. AND REX AVE.
STORMWATER IMPROVEMENTS

BEV SMITH
MAYOR

JONI BRINKMAN
DISTRICT 4

DOUG GUNTHER
DISTRICT 1



PATTI WALLER
VICE MAYOR, DISTRICT 2

GARY M. READY
MAYOR PRO TEM, DISTRICT 3

PLANS PREPARED BY:



6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ROADWAY PLANS
ENGINEER OF RECORD, ADAM K. MAZE, P.E.

P.E. NO. 53870

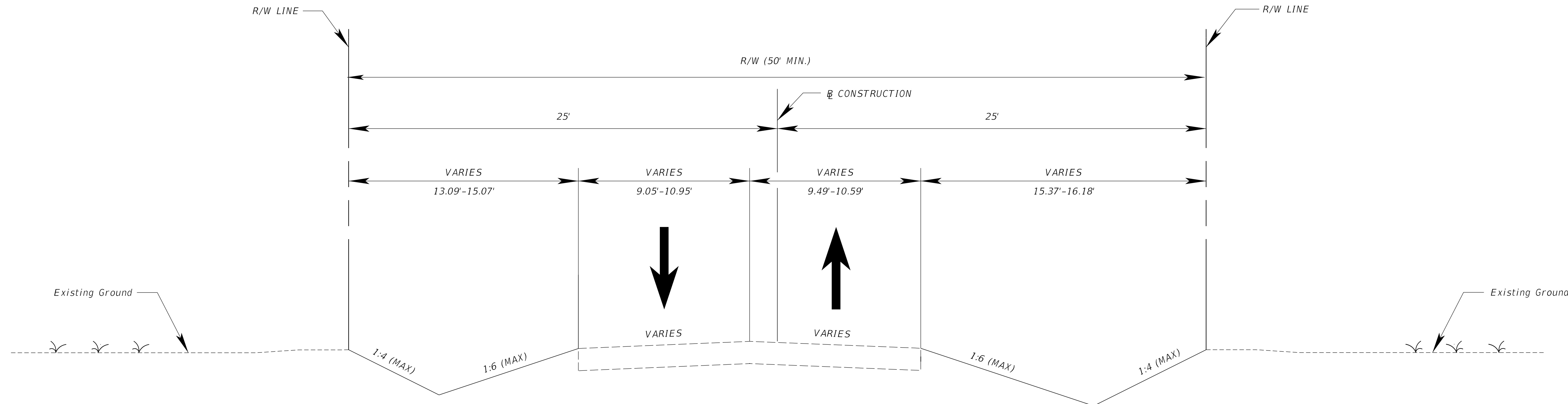
VILLAGE OF PALM SPRINGS
PUBLIC SERVICE
DEPARTMENT

[illegible]

DATE		
BY		
REVISION		
NO.		
SCALE: NTS APPROVED: AM DRAWN: PF CHECKED: AM DATE: 9/4/2020		FIELD BOOK NO.

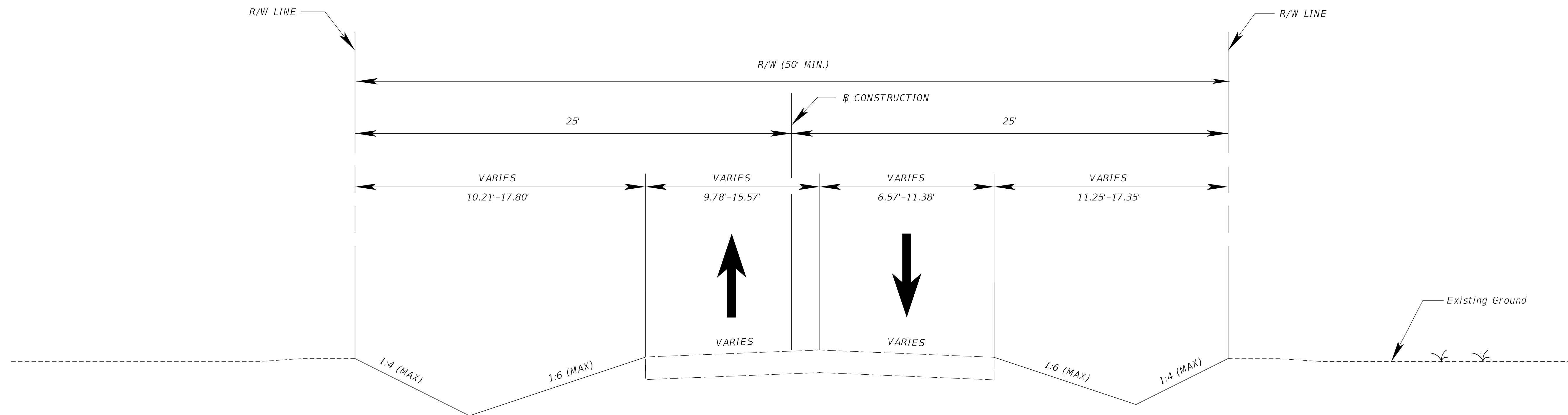


SHEET: 1
OF: 15



TYPICAL SECTION
CAROL AVE.

N.T.S.



TYPICAL SECTION
REX AVE.

N.T.S.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (JULY 2020), FDOT "STANDARD PLANS" (2020/2021) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS.
3. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS, LICENSES, AND BONDS PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
6. ANY DISCREPANCIES IN THE PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE SPECIFICATIONS (IF PROVIDED), THE PLANS SHALL GOVERN.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
8. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKE-OFF MEASUREMENTS, MATERIALS, ETC. DURING THE BID PROCESS WHEN DISCREPANCIES OCCUR, THE PHYSICAL PLAN TAKES PRECEDENCE. THE ENGINEER, LANDSCAPE ARCHITECT, CITY OR PROJECT MANAGERS ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES TO THE SPECIFICATIONS OR PLANS. ANY QUANTITIES PROVIDED ARE FOR REFERENCE ONLY.
9. ALL COPIES OF COMPACTION, ASPHALT AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
11. THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGES OUTSIDE THE LIMITS OF CONSTRUCTION.
12. CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD AND THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. NO CONSTRUCTION ACTIVITY SHALL COMMENCE PRIOR TO 7:00 A.M. NOR CONTINUE LATER THAN 6:00 P.M. MONDAY THROUGH FRIDAY. SATURDAYS NO CONSTRUCTION SHALL COMMENCE PRIOR TO 9:00 A.M. NOR CONTINUE LATER THAN 5:00 P.M. NO CONSTRUCTION ACTIVITY SHALL OCCUR ON SUNDAY.

SIGNING AND PAVEMENT MARKING NOTES

1. SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS (CURRENT EDITION) AND PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS NO. T-P-18.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
2. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY CONSTRUCTION ZONE SIGNAGE AND FENCING AS REQUIRED BY THE CITY ENGINEER.
4. CONTRACTOR SHALL PROVIDE VIDEO RECORDING OF EXISTING AREAS PRIOR TP COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR TO COORDINATE WITH EACH PROPERTY FOR ANY REMAINING LANDSCAPE ITEMS WITHIN THE R/W AT THE TIME OF CONSTRUCTION.
6. CONTRACTOR TO COORDINATE WITH PROPERTY FOR FENCE REMOVAL AND RE-INSTALLATION WITHIN THE DRAINAGE EASEMENT AT THE TIME OF CONSTRUCTION.

CONSTRUCTION SAFETY

1. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

SURVEY DATA

1. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MAKERS DURING CONSTRUCTION. ANY SURVEY MARKERS DAMAGED DURING CONSTRUCTION WILL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
3. BENCHMARK LOCATION AND ELEVATION ARE REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY LIMITS FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. ANY DEBRIS RESULTING FROM STRIPPING AND DEMOLITION OPERATIONS SHALL BE REMOVED FROM THE SITE AT FREQUENT INTERVALS TO PREVENT THIS MATERIAL FROM ACCUMULATING ON SITE.
4. UPON REMOVAL OF TREES, SHRUBS OR ANY STUMP GRINDING, NO ROOT GREATER THAN THREE INCHES IN DIAMETER SHALL REMAIN WITHIN FIVE FEET OF AN UNDERGROUND STRUCTURE OR UTILITY LINE OR UNDER PAVED FOOTINGS OR PAVED AREAS.
5. CONTRACTOR TO MAINTAIN SEPARATE PAVER STOCKPILE FOR EACH IMPACTED PROPERTY.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL CITY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR 2020/2021 FDOT STANDARD PLANS AND SPECIFICATIONS IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE.
2. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED, UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
4. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
5. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAWCUT A MINIMUM 2" DEPTH AS REQUIRED FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
6. WALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL A GOOD STAND OF GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
7. ALL PAVEMENT MARKING AND STRIPING SHALL BE INSTALLED WITH THERMOPLASTIC. ALL PAVEMENT MARKING, STRIPING AND SIGNING SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY TRAFFIC ENGINEERING DIVISION
8. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE.

UTILITY INFORMATION

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE TWO WORKING DAYS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR TO PROVIDE COPIES OF LOCATE TICKETS TO THE ENGINEER/OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE LOCAL ELECTRICAL PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
3. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF THE POWER LINES.

5. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATIONS OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

COMPANY	CONTACT PERSON	TELEPHONE
COMCAST CABLE	JOHN STRAHN	561-227-3417
FLORIDA POWER & LIGHT	JOEL BRAY	386-586-6403
AT&T	DINO FARRUGGIO	561-997-0240
VILLAGE OF PALM SPRINGS	PAUL TERESI	561-324-8855
WATER & SEWER		

MAINTENANCE OF TRAFFIC

1. CONTRACTOR SHALL COORDINATE MAINTENANCE OF TRAFFIC (MOT) WITH CITY ENGINEER. CONTRACTOR SHALL SUBMIT MOT PLANS TO THE CITY ENGINEER FOR APPROVAL.
2. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS.
4. CONTRACTOR SHALL COORDINATE WITH REX TERRACE CONDOMINIUM TO MAINTAIN PARKING ACCESS.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS PROVIDED BY THE CONTRACTOR.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE, THE USE OF MOTOR OILS AND OTHER PERTOLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
9. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
10. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY PROPOSED IMPROVEMENT WORK AS INDICATED IN THE PLAN.
11. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.
12. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURED.
13. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN ANY EXISTING STORM PIPES OR STRUCTURES THAT REMAIN.
15. OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
18. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
19. EROSION CONTROL PLANS PROVIDED HEREIN ARE A GUIDELINE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THE FINAL POLLUTION PREVENTION PLAN. THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE MECHANISMS AND PRACTICES THAT WILL BE EMPLOYED TO PROTECT THE CONSTRUCTION SITE AND SURROUNDING AREA DURING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) REQUIREMENTS PERTAINING TO POLLUTION PREVENTION PLANS. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOCATIONS OF SILT BARRIERS, TURBIDITY SCREENS OR TEMPORARY SHEETING, EMERGENCY RESPONSE PRACTICES, AND OTHER METHODS TO PREVENT POLLUTION. REFUELING OR STORAGE OF VEHICLES OR EQUIPMENT THAT UTILIZE PERTROLEUM BASED PRODUCTS SHALL BE PROHIBITED ANYWHERE WITHIN 50 FEET OF A WATER'S EDGE. THE PLAN SHALL BE SUBMITTED TO THE OWNER AFTER NOTICE OF AWARD AND PRIOR TO NOTICE TO PROCEED. AFTER REVIEW BY OWNER THE PLAN SHALL BE FILED WITH ALL APPLICABLE REGULATORY AGENCIES BY THE CONTRACTOR. REFER TO FURTHER NOTES AND DETAILS WITHIN THESE DOCUMENTS.
20. SILT FENCE IS REQUIRED AS SHOWN ON THE PLANS AND ANYWHERE ADDITIONAL AT THE CONTRACTOR'S DISCRETION. LIMITS OF CONSTRUCTION SHOWN ARE DIAGRAMATIC. CONTRACTOR TO PROVIDE PLAN FOR SHOP DRAWING REVIEW.
21. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED DOCUMENTATION FOR NPDES MONITORING IN ACCORDANCE WITH FDEP REQUIREMENTS.
22. ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED.

SUMMARY OF QUANTITIES				
BID ITEM NO.	DESCRIPTION	UNIT	TOTAL	
			ORIG.	FINAL
1	STAKED SILT FENCE, TYPE III	LF	1119	
2	INLET PROTECTION SYSTEM	EA	13	
3	CLEARING & GRUBBING	AC	0.639	
4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	188	
5	MAILBOX, RESET	EA	10	
6	REGULAR EXCAVATION	CY	75	
7	EMBANKMENT	CY	7	
8	TYPE B STABILIZATION	SY	899	
9	OPTIONAL BASE, BASE GROUP 08	SY	712	
10	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	49.4	
11	INLETS, DT BOT, TYPE C,<10'	EA	11	
12	MANHOLES, P-7, <10'	EA	2	
13	MANHOLES, J-7, <10'	EA	1	
14	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	1036	
15	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	352	
16	PIPE FILLING & PLUGGING - PLACE OUT OF SERVICE	CY	28	
17	CONCRETE CURB, TYPE D	LF	21	
18	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4.1	
19	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	181.8	
20	PAVERS, ARCHITECTURAL, ROADWAY	SY	185.3	
21	PERFORMANCE TURF, SOD	SY	1886	
22	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE, 24"	LF	21	
23	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	4	
24	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 6"	LF	34	

BID ITEM NOTES

BID ITEM

- 3 - INCLUDES STOCKPILING AND RE-INSTALLATION OF FENCE
- 19 - INCLUDES COMPACTED SAND BASE
- 20 - INCLUDES REUSE OF 50% OF THE EXISTING PAVERS. INCLUDES HEADER CURB, BEDDING SAND AND COMPACTED LIMEROCK BASE



6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

NO.	REVISION	BY	DATE

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VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: NTS
APPROVED: AM
DRAWN: PF
CHECKED: AM
DATE: 9/4/2020

GENERAL NOTES

SHEETS 3
OF 15





DRMP
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

NO.	REVISION	BY	DATE

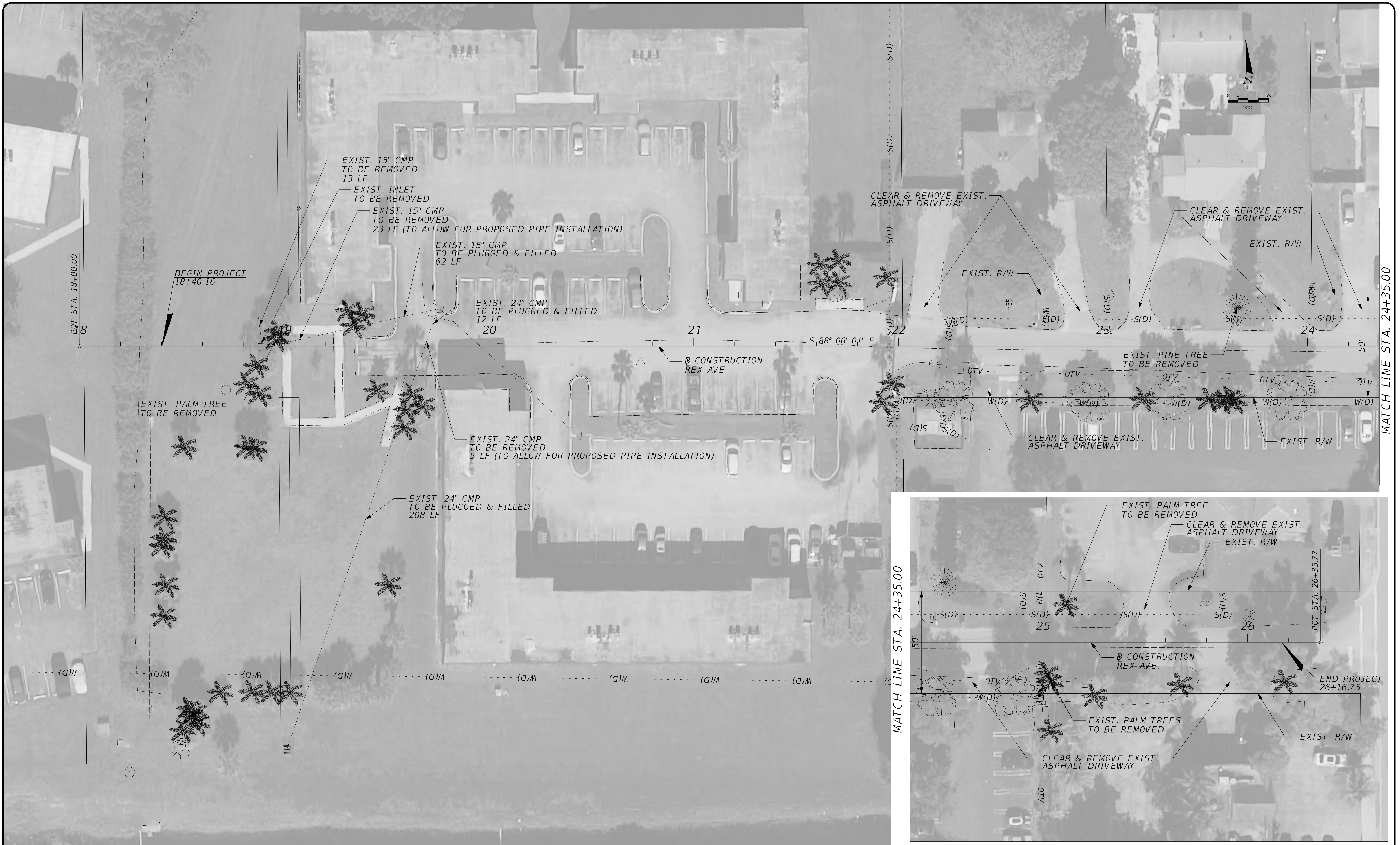


VILLAGE OF PALM SPRINGS
PUBLIC SERVICE DEPARTMENT
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: GRAPHICAL
APPROVED: AM
DRAWN: PF
CHECKED: AM
DATE: 9/4/2020

CAROL AVE
EXISTING CONDITIONS

SHEETS 5
OF 15





DRMP
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

NO.	REVISION	BY	DATE



VILLAGE OF PALM SPRINGS
PUBLIC SERVICE DEPARTMENT
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: GRAPHICAL
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DATE: 9/4/2020

**REX AVE
DEMOLITION PLAN**

SHEET: 6
OF: 15

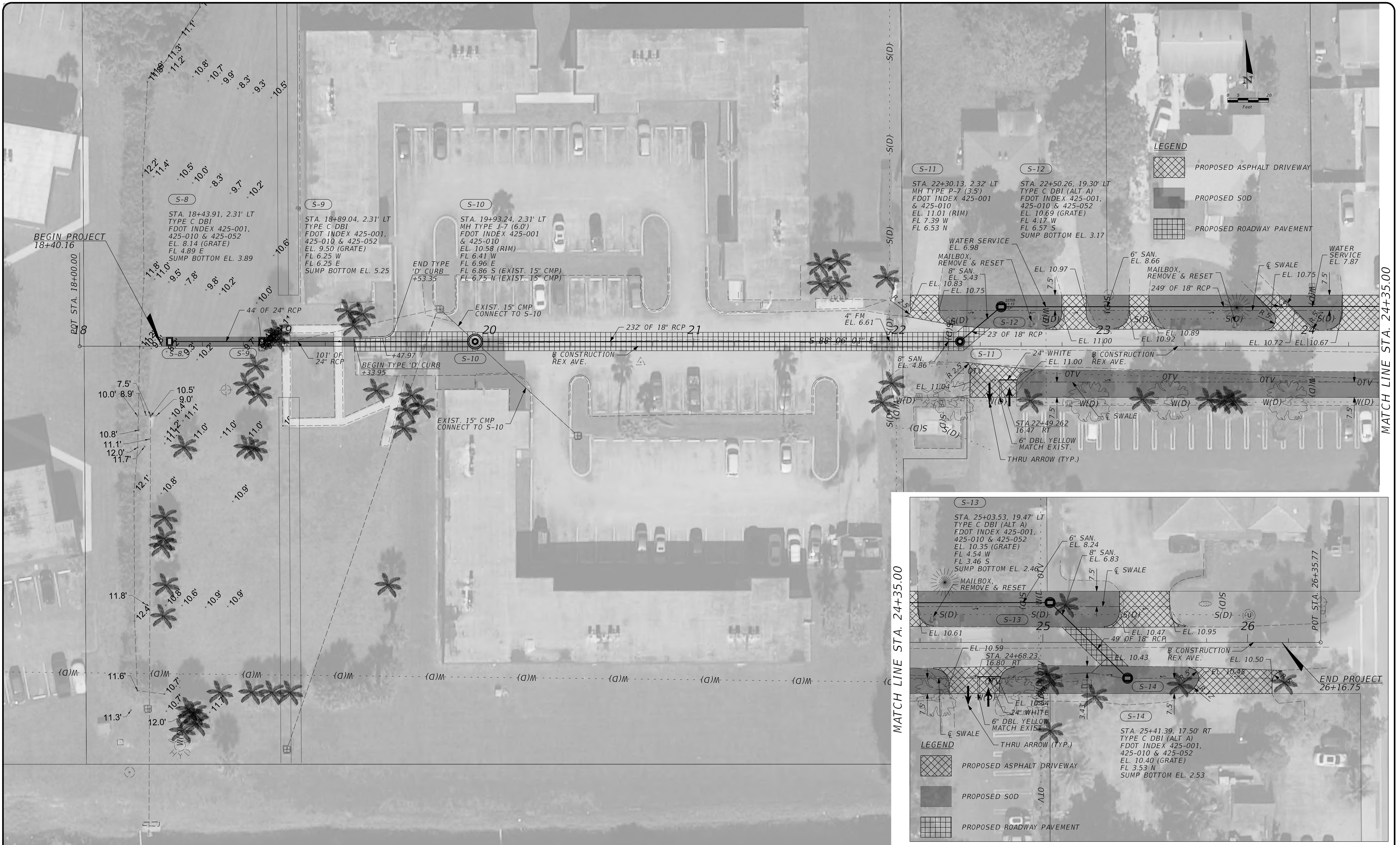
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 DRMP 6853 SW 18TH STREET, SUITE 310 BOCA RATON, FL 33433	ENGINEER OF RECORD: ADAM K. MAZE, P.E. P.E. NO.: 53870		NO.	REVISION	BY	DATE	 VILLAGE OF PALM SPRINGS PUBLIC SERVICE DEPARTMENT 226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461	SCALE: GRAPHICAL APPROVED: AM DRAWN: PF CHECKED: AM DATE: 9/4/2020	CAROL AVE DEMOLITION PLAN	SHEET: 7
										OF: 15



DRMP
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

NO.	REVISION	BY	DATE

VILLAGE OF PALM SPRINGS
PUBLIC SERVICE DEPARTMENT
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: GRAPHICAL
APPROVED: AM
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CHECKED: AM
DATE: 9/8/2020

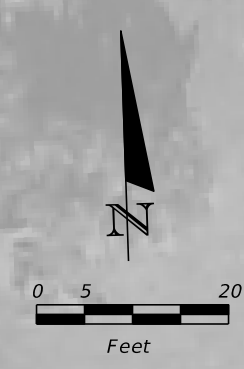
**REX AVE
ROADWAY PLAN**

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OF: 15

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- LEGEND**
- PROPOSED CONCRETE DRIVEWAY
 - PROPOSED CONCRETE PAVER DRIVEWAY
 - PROPOSED ASPHALT DRIVEWAY
 - PROPOSED SOD
 - PROPOSED ROADWAY PAVEMENT

DRMP
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

NO.	REVISION	BY	DATE

VILLAGE OF PALM SPRINGS
PUBLIC SERVICE DEPARTMENT
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: GRAPHICAL
APPROVED: AM
DRAWN: PF
CHECKED: AM
DATE: 9/8/2020

**CAROL AVE
ROADWAY PLAN**

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OF: 15

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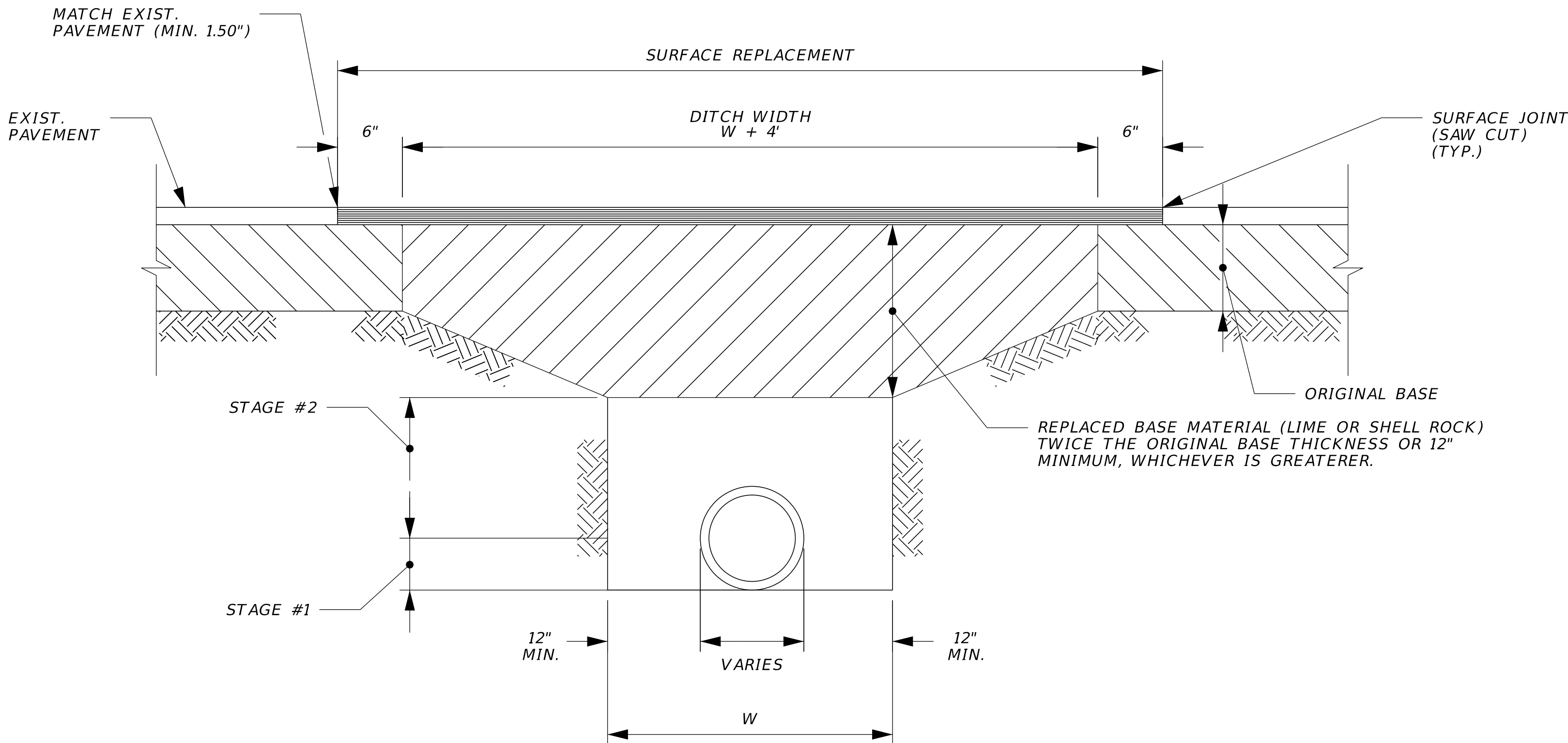
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CONSTRUCTION PROCEDURES

THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99

STAGE 1:
THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:
THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

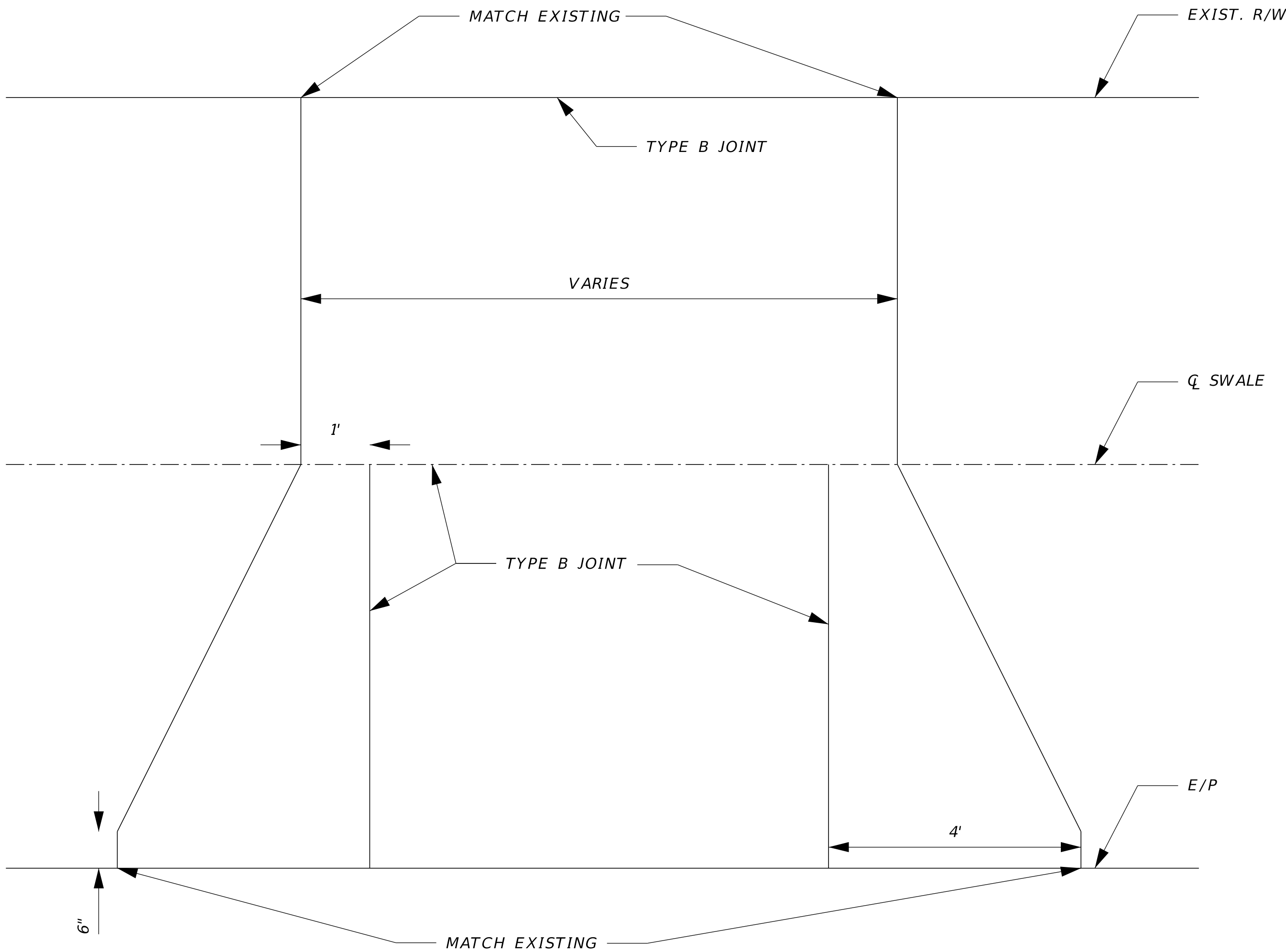
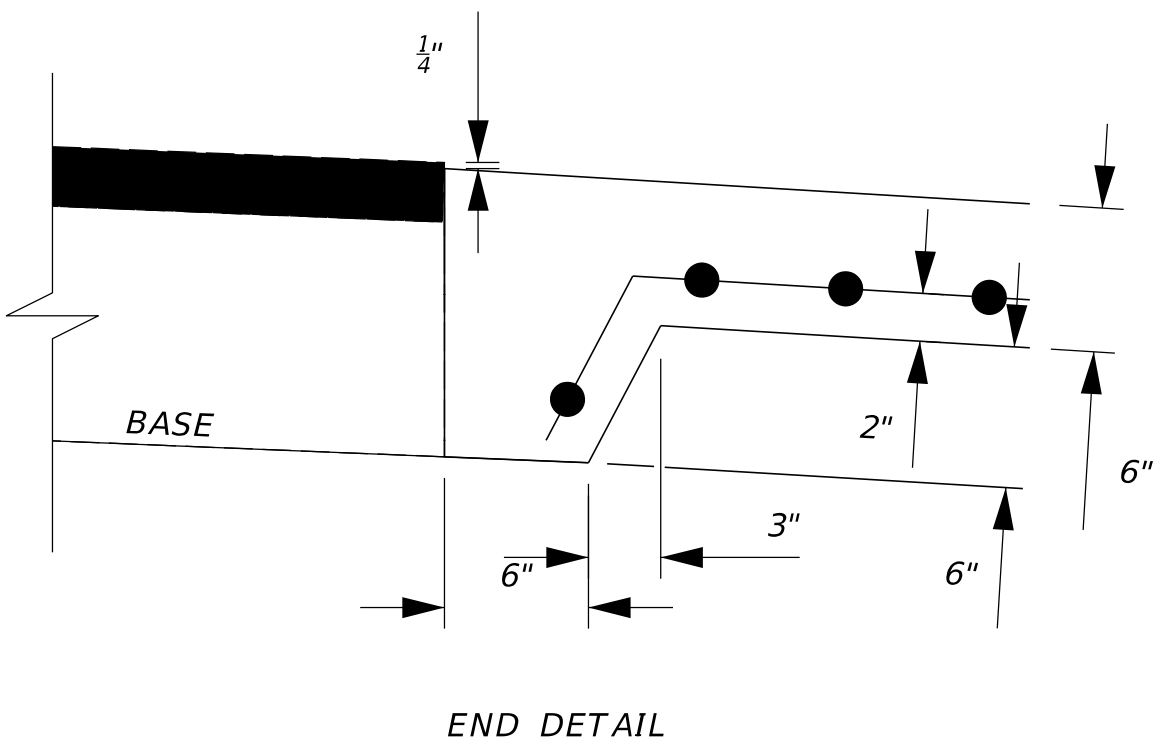
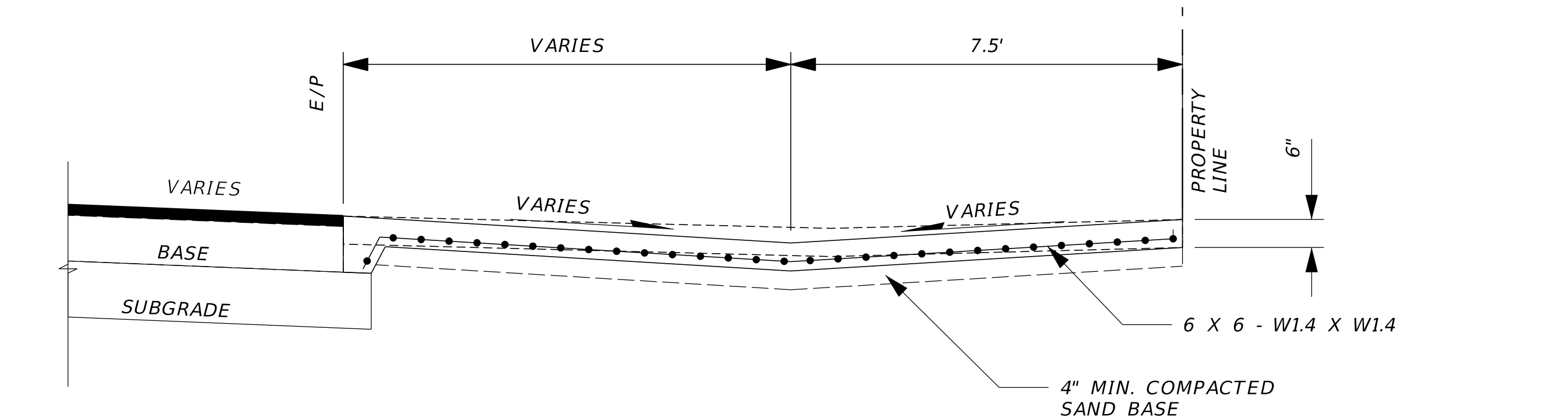
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NO.	REVISION	BY	DATE



NOTES

1. DRIVEWAY TO BE PORTLAND CEMENT CONCRETE, MIN. 3000 PSI P.S.I. @ 28 DAYS
2. BASE TO BE A MINIMUM 4 INCHES OF CLEAN SAND OR SANDY LOAM, FULLY COMPACTED, FULL WIDTH.
3. CONCRETE TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE.



RESIDENTIAL DRIVEWAY
SWALE SECTION
(CONCRETE)

N.T.S.

NO.	REVISION	BY	DATE

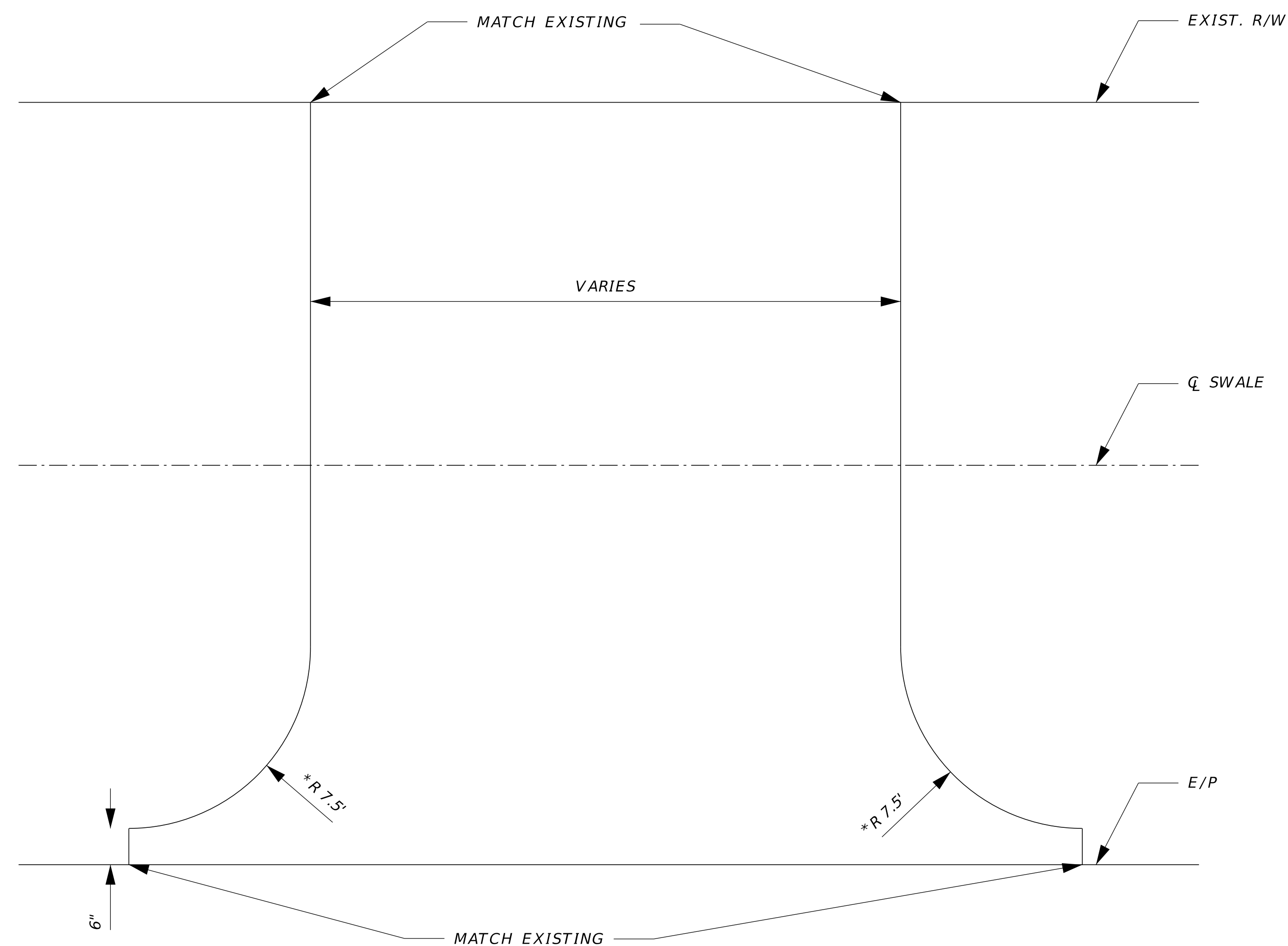
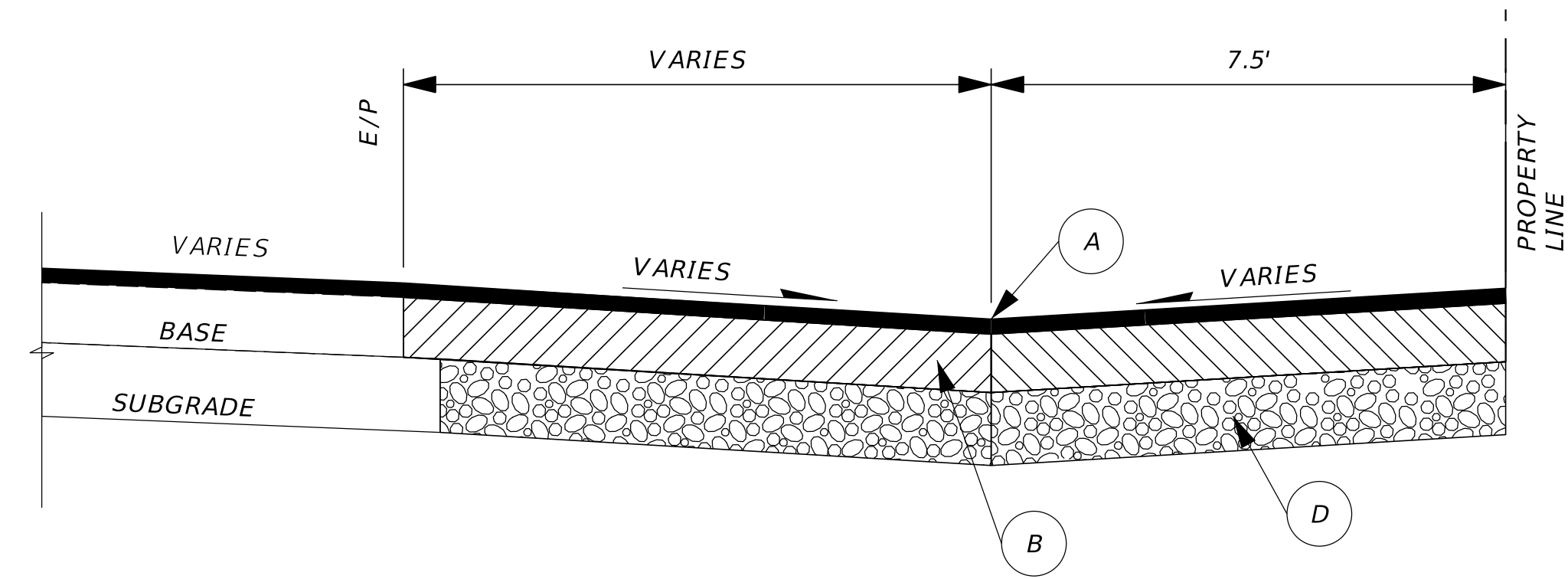


A. WEARING SURFACE: 1 INCH ASPHALTIC CONCRETE

B. BASE: OPTIONAL BASE GROUP 8 - THICKNESS - 9 1/2"

C. BASE TO EXTEND 3" BEYOND PAVEMENT

D. 12" STABILIZED SUBGRADE TYPE B (LBR40) COMPACTED TO 98% AASHTO T-180.



RESIDENTIAL DRIVEWAY
SWALE SECTION
(ASPHALT)

DRMP
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL 33433

ENGINEER OF RECORD:
ADAM K. MAZE, P.E.
P.E. NO.: 53870

	NO.	REVISION	BY	DATE



VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

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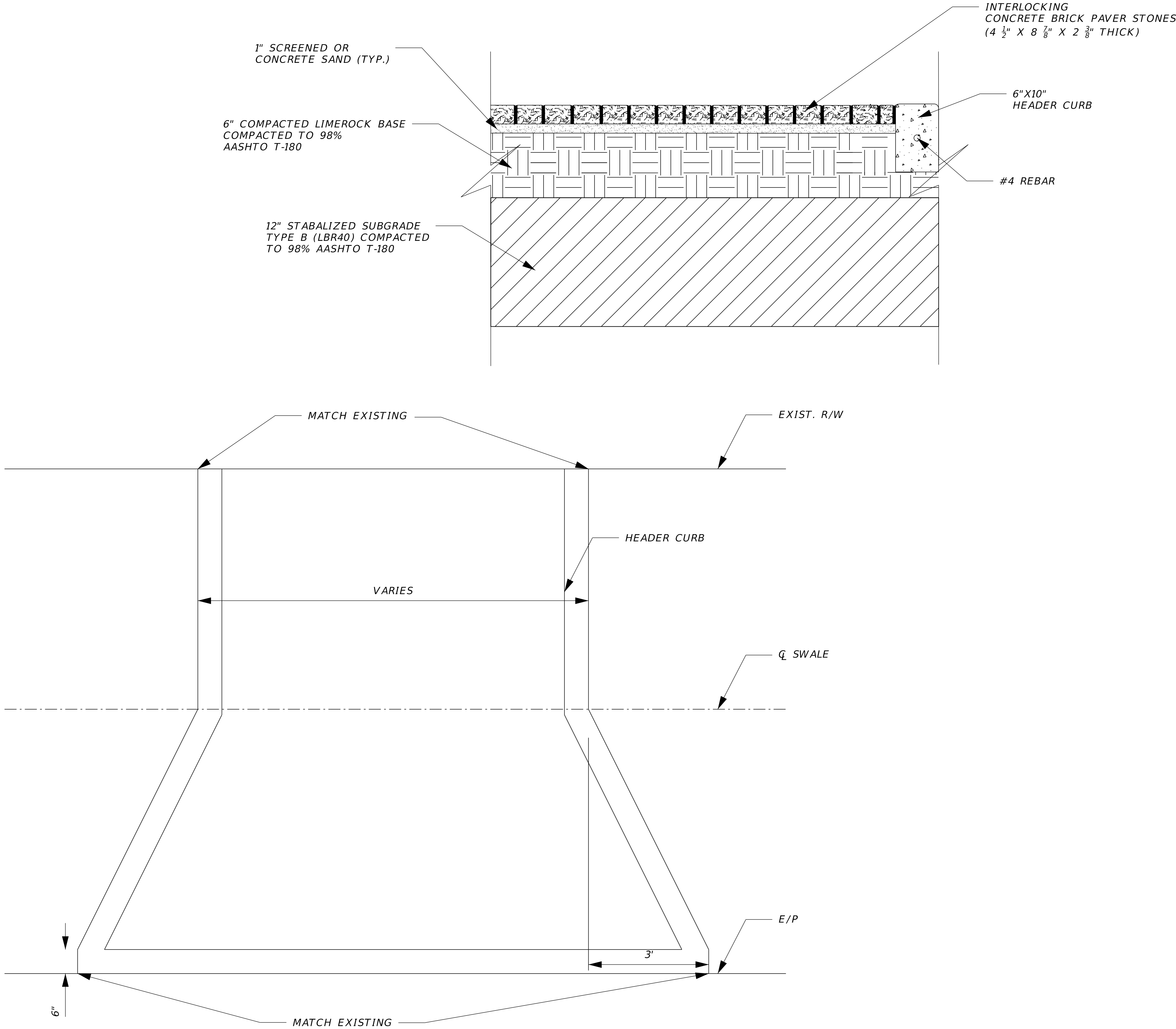
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HEET: 12

F: 15

NOTES

- 1. EXISTING PAVERS ARE TO BE REMOVED, STOCKPILED, AND RE-INSTALLED AS PER DETAIL
- 2. PAVER REINSTALLATION SHALL MATCH EXISTING PAVER PATTERN
- 3. NEW PAVERS, WHERE NEEDED, SHALL MATCH THE EXISTING PAVERS AND BE BLENDED INTO THE PAVER FIELD.



RESIDENTIAL DRIVEWAY
PAVER RECONSTRUCTION

N.T.S.

NO.	REVISION	BY	DATE

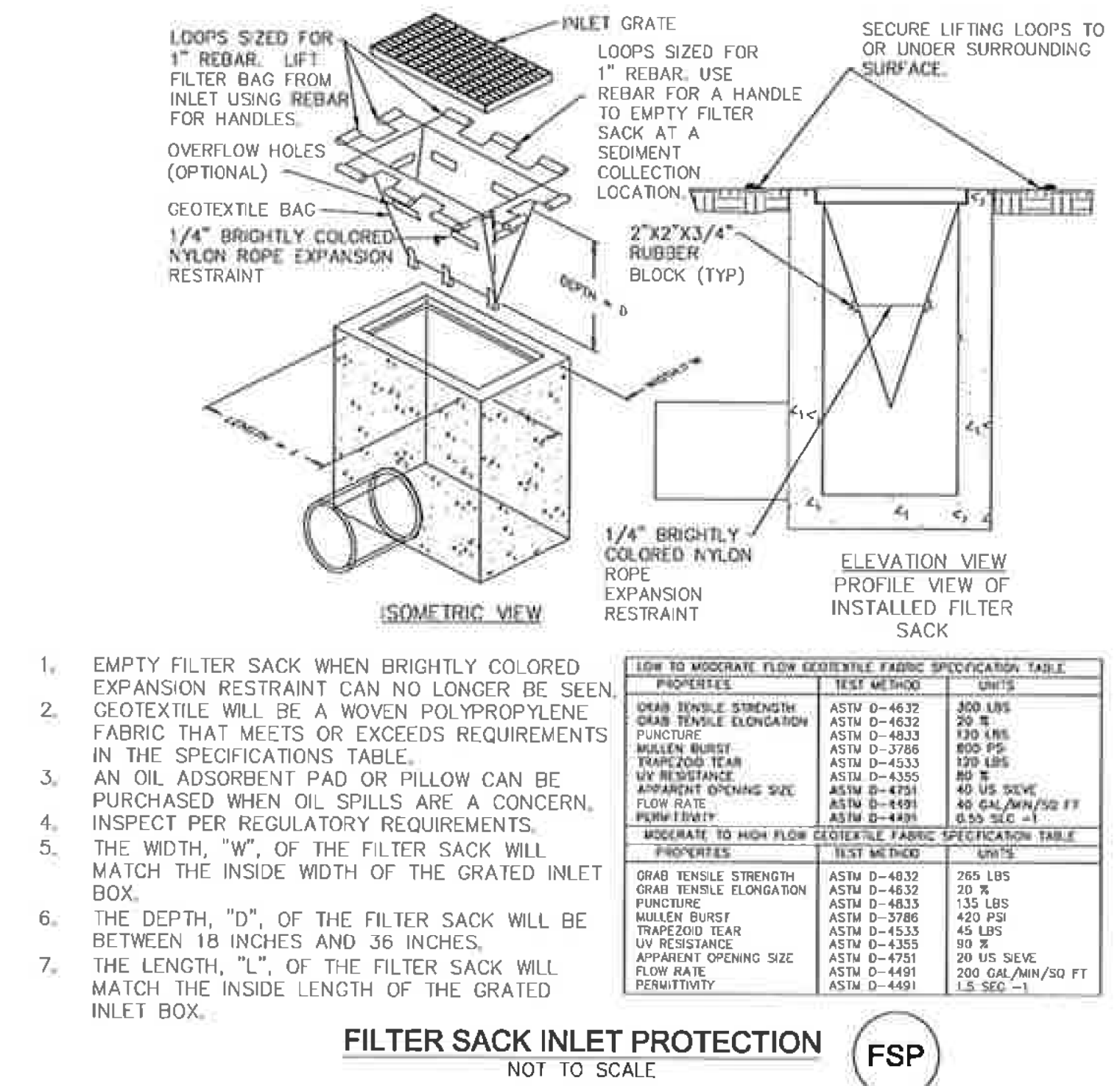
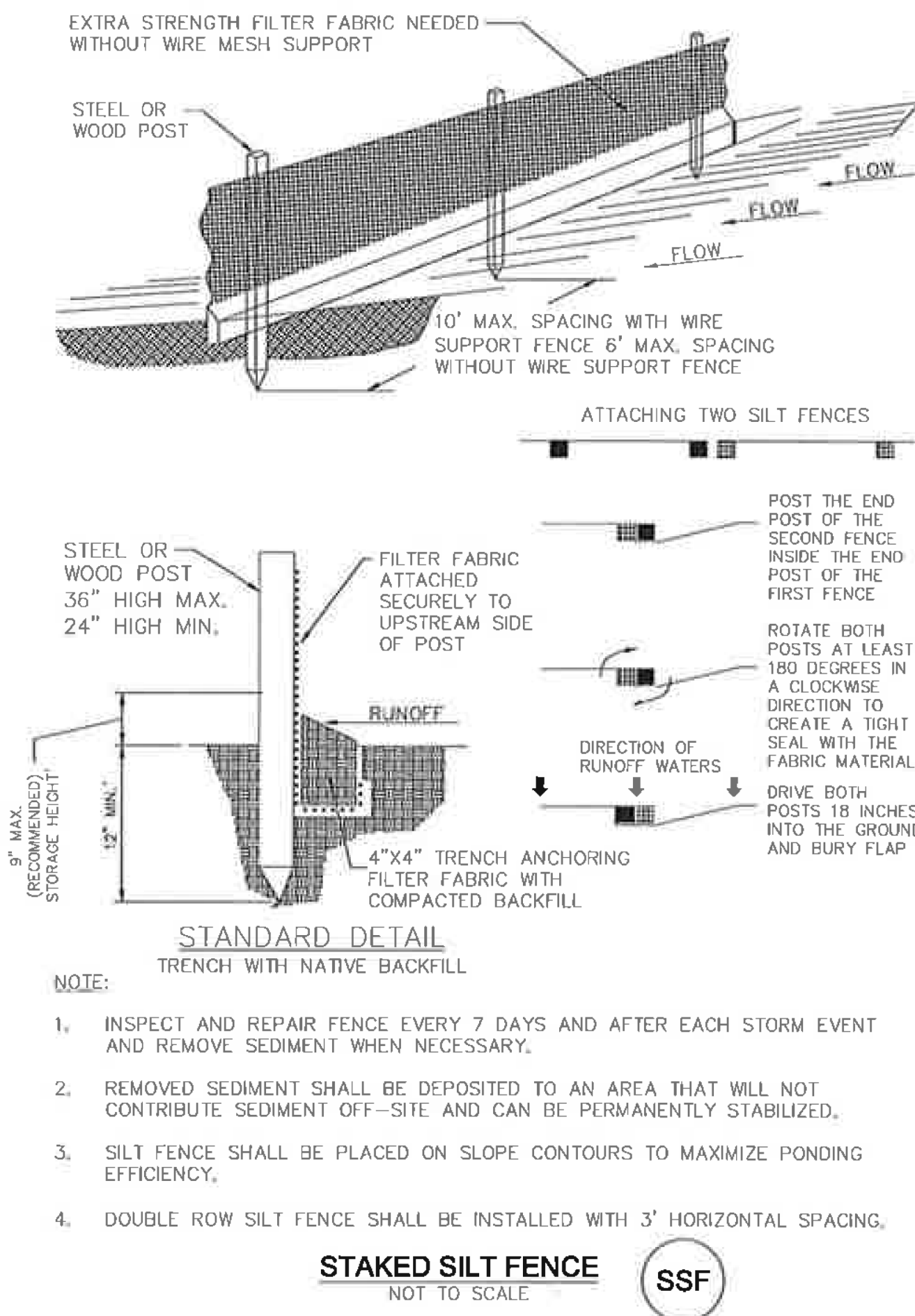
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LEGEND
— ■ — STAKED SILT FENCE

 DRMP 6853 SW 18TH STREET, SUITE 310 BOCA RATON, FL 33433	ENGINEER OF RECORD: ADAM K. MAZE, P.E. P.E. NO.: 53870		NO.	REVISION	BY	DATE	 VILLAGE OF PALM SPRINGS PUBLIC SERVICE DEPARTMENT 226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461	SCALE: GRAPHICAL APPROVED: AM DRAWN: PF CHECKED: AM DATE: 9/4/2020	EROSION CONTROL PLAN	SHEET: 14
										OF: 15



LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	850 PSI
TRAPEZOID TEAR	ASTM D-4333	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APARENT OPENING SIZE	ASTM D-4751	40 US SEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/50 FT
PERMEABILITY	ASTM D-4491	0.55 SEC =1

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	765 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4333	45 LBS
UV RESISTANCE	ASTM D-4355	80 %
APARENT OPENING SIZE	ASTM D-4751	20 US SEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/50 FT
PERMEABILITY	ASTM D-4491	1.5 SEC =1



Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

CAROL & REX AVENUE

STORMWATER IMPROVEMENTS

Addendum No. 1

October 7, 2020

BIDS DUE: 2:00 PM, Local Time, October 13, 2020

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Carol & Rex Ave Stormwater Improvements Project**, fully and completely as if the same were fully set forth herein.

IN THE PLANS

No changes

IN THE SPECIFICATIONS

No changes

Receipt acknowledged and conditions agreed to the _____ day of _____, 2020.

Bidder

By

Addendum No. 1

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: Do we need to list the Current Experience and Previous Experience on your Schedule A & Schedule B forms, or can we submit our project lists with our own format if the information required is provided?

Response 1: Current Experience and Previous Experience information can be presented on your own forms and format if the two are listed separately.

Question 2: Will there be a public liaison between the contractor and the public/residents?

Response 2: Village Representatives, in conjunction with the Engineer of Record (EOR), will be available to provide the selected Contractor liaison support in meeting the requirements found in notes 5 & 6 of construction plan sheet #3 under section "Preconstruction Responsibilities". Per these notes, it is the Contractor's responsibility to initiate coordination with the respective property owners and if necessary, can request assistance from the Village and EOR.

Question 3: What is the estimated cost of the project?

Response 3: The opinion of probable cost for the project is \$350,000.00.

Question 4: Is the project scheduled to start before the end of this calendar year?

Response 4: Yes, it is anticipated that it will commence before the end of the year.

Question 5: Will the pre-bid attendees be posted?

Response 5: Yes, the list of all attendees at the pre-bid conference is on DemandStar.

Question 6: Is there a line item breakdown for pricing the project and how do we price something not specifically listed?

Response 6: The bid package contains the bid breakdown in section 00410 Bid Form for Construction Contracts on page 4. All items should include any pertinent costs associated with that item, whether specifically called out or not. Clarification on where certain costs should be allocated should be directed in a question to the Village Clerk via email (kwynn@vpsfl.org) before the Bidder Question deadline of 5pm on October 5, 2020.

Question 7: Will bids be accepted from bidders who did not attend the mandatory Pre-bid Conference?

Response 7: No. In keeping our process fair and consistent, we cannot accept any bids from those who chose not to attend our mandatory Pre-bid Conference.



Study Areas

		Total Probable Construction Cost
No.	Description	
1.	2nd Ave North: Lake Worth Rd. to S. Congress Ave.	\$ 1,218,000
2.	Davis Road: 2nd Avenue N. to Canal Rd.	\$ 903,000
3.	Lakewood Road: West of Kirk Rd.	\$ 570,000
4.	Lake Frost	\$ 490,000
5.	Davis Road: Canal Rd. to 10th Ave. N.	\$ 1,270,000
6.	Gulfstream Road: Lake Worth Rd. to 10th Ave. N.	\$ 360,000
7.	Cypress Lane	\$ 310,000
8.	Boatman Street	\$ 160,000
9.	Todd Street	\$ 190,000
10.	Carol & Rex Avenues	\$ 450,000
11.	Bermuda Road	\$ 530,000
12.	Lorene Drive	\$ 280,000
13.	Alice Drive	\$ 500,000
14.	Edwards Avenue	\$ 140,000
15.	Corrigan Court - Lake Worth Rd to Canal Rd	\$ 330,000
16.	Serubi Avenue	\$ 190,000
17.	Coconut Rd	\$ 370,000
18.	Lakewood Road: East of Kirk Rd.	\$ 70,000
19.	Charlotte Street	\$ 70,000
20.	Riedel Avenue	\$ 320,000
21.	7th Avenue North	\$ 340,000
22.	Gulfstream Road: 10th Ave. N. to L-12 Canal	\$ 250,000
23.	Sandra Lane	\$ 150,000
Total		\$ 9,368,000

In addition, it is recommended that the Village conduct a comprehensive assessment of the Village's drainage infrastructure to assess and evaluate needed improvements and replacement to the existing drainage assets and establish a routine maintenance protocol.

Area No. 12

Carol and Rex Avenues

Standing water conditions were observed along roadside swales and in driveway entrances along Carol Avenue. Complaints regarding standing water issues on Rex Avenue were received from a property adjacent to Congress Avenue.

Area Photos:



Looking west along Carol Ave. from intersection with Congress Ave.



3026 Carol Ave

Existing Conditions:

GIS data shows swales along the north and south sides of Carol Avenue. Catch basins located halfway between Henthorne Drive and South Congress Avenue appear to receive runoff from contiguous properties via overland flow. GIS data shows a connecting pipe to the nearest FDOT structure on the west side of Congress Avenue, but this connection does not exist based on the field investigation. LiDAR data indicates that Carol Avenue may be slightly lower than surrounding areas, with high points in the road centerline located towards the east and west ends and a low point adjacent to the existing catch basins. A depression extending southward from the southern catch basin along Carol Avenue connects to a retention area within the Rex Terrace Condominiums property and may presently be an outfall route via overland flow. This retention area outfalls through an existing control structure to the Lake Worth Drainage District (LWDD) L-10 Canal immediately south of the condominium property.

GIS data for Rex Avenue shows swales on the north and south sides of the roadway, and no catch basins or pipes. Further west, within the Rex Terrace Condominiums property, several catch basins collect runoff from the parking area and connect to the retention area just west of the residential buildings. LiDAR data shows a high point towards the west end of Rex Avenue, just east of the condominium property entrance, and a high point at the east end where the roadway intersects Congress Avenue.

Upon review of Village of Palm Springs Planning, Zoning and Building Department records, a 10' wide drainage easement bisects the Rex Terrace Condominiums property from the north to the south parcel boundaries. Rex Terrace Condominiums land development records show a 30' wide drainage swale from the northern property line, in line with the existing 10' drainage easement, running south to an existing 30" CMP culvert connecting to the LWDD L-10 Canal.

Based on a review of historical aerial photographs of the drainage area, the historical and intended outfall for Carol Avenue is south through the easement to the L-10 Canal. An ownership and encumbrance report was obtained for the Rex Terrace Condominiums that confirmed the existence of a 10' drainage easement running north and south through the property, but no records were found to indicate an existing easement from Rex Avenue running east/west into the drainage swale.

No existing permits from SFWMD were located within the drainage area for Carol Avenue or Rex Avenue.

Approximate drainage boundaries associated with each roadway per topographic data, evaluate the existence of connection to an outfall, and estimate the capacity of existing conveyance features.

Recommended improvements:

Carol Avenue (Area 12A)

The catch basins along Carole Avenue should be reconnected to the existing swale via a piped connection. The swales should be reconstructed along Carol Avenue to direct stormwater runoff to the existing catch basin. Although there is an existing drainage easement in place, coordination with the owners of the Rex Terrace Condominiums will be required as a new drainage easement should be recorded over the location of the existing swale and to the LWDD rights-of-way.

Rex Avenue (Area 12B)

Catch basins should be installed along Rex Avenue at the existing low areas. The catch basin could be routed east to Congress Avenue and south to the LWDD L-10 Canal within FDOT right-of-way or west through the Rex Terrace Condominiums. We recommend coordinating with the Rex Terrace Condominiums to work out a resolution to run drainage from Rex Avenue west through their site rather than through FDOT right-of-way, in which case the Village would only be responsible for maintaining one drainage system to the LWDD L-10 Canal and there could be potential conflicts within Congress Avenue that may make this connection difficult.

Due to the potential of a common outfall, improvements for Carol Avenue and Rex Avenue can be undertaken as a single project. The schematic design for improvement of drainage along Carol Avenue involves the installation of additional drainage inlets between the existing catch basins and Congress Avenue to assist in the collection of runoff through that portion of the roadway. A pipe installed on the north side of the road will connect the proposed structures to the existing structures. A piped connection will enter the Rex Terrace Condominiums property beneath the existing paved parking area and continue west to a point of connection with the existing retention area. This pipe connection will intercept the existing parking lot drainage system and will require some modifications of the existing piping to simplify future access and maintenance. This configuration will impact a private property and potentially impose some disruption of residential access during construction. Agreement with the impacted property owners will be necessary before construction can commence.

Alternate Recommendation:

If an agreement cannot be reached with the Rex Terrace Condominium Owners' Association, drainage culverts could be installed parallel to Congress Avenue to discharge south into the LWDD L-10 Canal.

Regulatory Approvals:

The proposed system will outfall to the LWDD L-10 Canal. Approval by the Lake Worth Drainage District will be required prior to construction. Permitting with SFWMD is not anticipated for this project.

Project Cost:

The estimated cost of improvements for Carol Avenue is \$200,000. The estimated cost of improvements for Rex Avenue is \$250,000. The combined total for both roadways is approximately \$450,000.

A detailed Opinion of Probable Project Cost, Schematic Design drawing, and Drainage Area exhibit are attached.

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200

West Palm Beach, Florida 33401

phone: (561) 689-8600

fax: (561) 689-7476

**Area 12A: Carol Avenue Drainage Improvements - K&A161140**Engineer's Opinion of Probable Cost

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$9,500.00	\$9,500.00
2	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
3	NPDES Compliance	1	LS	\$1,500.00	\$1,500.00
4	Survey Layout and Record Drawings	1	LS	\$3,000.00	\$3,000.00
5	Testing	1	LS	\$1,000.00	\$1,000.00
6	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
7	Protect Existing Tree	4	EA	\$500.00	\$2,000.00
8	Remove and Replace - Existing Signs	5	EA	\$450.00	\$2,250.00
9	Type 'C' Inlet	2	EA	\$2,600.00	\$5,200.00
10	FDOT U-Type Endwall	1	EA	\$3,000.00	\$3,000.00
11	Connect to Existing Structure	2	LS	\$500.00	\$1,000.00
12	18" dia. Class III Reinforced Concrete Pipe	630	LF	\$55.00	\$34,650.00
13	Sod	830	SY	\$4.00	\$3,320.00
14	Swale Restoration	830	SY	\$8.00	\$6,640.00
15	Roadway Restoration	30	SY	\$50.00	\$1,500.00
16	Mill and Overlay	140	SY	\$16.00	\$2,240.00
17	Asphalt Driveway Restoration	630	SY	\$50.00	\$31,500.00
18	Concrete Driveway Restoration	40	SY	\$50.00	\$2,000.00
19	Paver Brick Driveway Restoration	130	SY	\$60.00	\$7,800.00
20	Miscellaneous Restoration	1	LS	\$3,000.00	\$3,000.00
Sub Total					\$128,100.00
Contingency (30%)					\$38,430.00
Survey, Engineering, Design (20%)					\$25,620.00
Other Soft Costs (5%)					\$6,405.00
Total Estimate					\$198,555.00

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200

West Palm Beach, Florida 33401

phone: (561) 689-8600

fax: (561) 689-7476

**Area 12B: Rex Avenue Drainage Improvements - K&A161140**Engineer's Opinion of Probable Cost

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$11,500.00	\$11,500.00
2	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
3	NPDES Compliance	1	LS	\$1,500.00	\$1,500.00
4	Survey Layout and Record Drawings	1	LS	\$3,000.00	\$3,000.00
5	Testing	1	LS	\$1,000.00	\$1,000.00
6	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
7	Remove and Replace - Existing Signs	2	EA	\$450.00	\$900.00
8	Type 'C' Inlet	5	EA	\$2,600.00	\$13,000.00
9	Storm Manhole	2	EA	\$2,500.00	\$5,000.00
10	FDOT U-Type Endwall	1	EA	\$3,000.00	\$3,000.00
11	Connect to Existing Structure	2	LS	\$500.00	\$1,000.00
12	Connect to Existing Pipe	2	LS	\$250.00	\$500.00
13	18" dia. Class III Reinforced Concrete Pipe	770	LF	\$55.00	\$42,350.00
14	Sod	1080	SY	\$4.00	\$4,320.00
15	Swale Restoration	1080	SY	\$8.00	\$8,640.00
16	Roadway Restoration	510	SY	\$50.00	\$25,500.00
17	Mill and Overlay	1210	SY	\$16.00	\$19,360.00
18	Asphalt Parking/ Driveway Restoration	180	SY	\$50.00	\$9,000.00
19	Miscellaneous Restoration	1	LS	\$3,000.00	\$3,000.00
Sub Total					\$158,570.00
Contingency (30%)					\$47,571.00
Survey, Engineering, Design (20%)					\$31,714.00
Other Soft Costs (5%)					\$7,928.50
Total Estimate					\$245,783.50

PLOT DATE: JUL 25, 2018 TIME: 1:56PM BY: KSHAVARZ
 DRAWING: P-116-1140 PS STORMWATER MASTER PLAN L-10 CONCEPTUAL DRAWINGS C-161140-C12 CAROL AND REX AVE DWS LAYOUT: SCHEMATIC DESIGN



NOTE: EXISTING ELEVATIONS WERE
 EXTRAPOLATED FROM LIDAR DATA
 ACQUIRED IN 2006. CONCEPTUAL
 DESIGN WILL NEED TO BE ADJUSTED
 ONCE CURRENT AND MORE
 ACCURATE SURVEY INFORMATION IS
 ACQUIRED FOR DESIGN PURPOSES.

LEGEND EXISTING

- sd STORM DRAINAGE
- CB CATCH BASIN
- SM STORM MANHOLE
- WP WOOD POWER POLE
- CL CONCRETE LIGHT POLE
- SP SIGN AND POST
- PBC PARCEL LINE
- PT PALM TREE
- LOW POINT PER 2007 LIDAR TOPO DATA
- HP HIGH POINT PER 2007 LIDAR TOPO DATA

LEGEND PROPOSED

- STORM DRAINAGE
- CATCH BASIN
- EASEMENT
- EXFILTRATION TRENCH
- ROADWAY PAVEMENT RESTORATION
- CONCRETE PARKING/ DRIVEWAY RESTORATION
- PAVER PARKING/ DRIVEWAY RESTORATION
- ASPHALT PARKING/ DRIVEWAY RESTORATION
- GRASS/SWALE RESTORATION

IT'S THE LAW!

CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG

SUNSHINE 811



VILLAGE OF PALM SPRINGS
 ENGINEERING & PUBLIC WORKS
 DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461



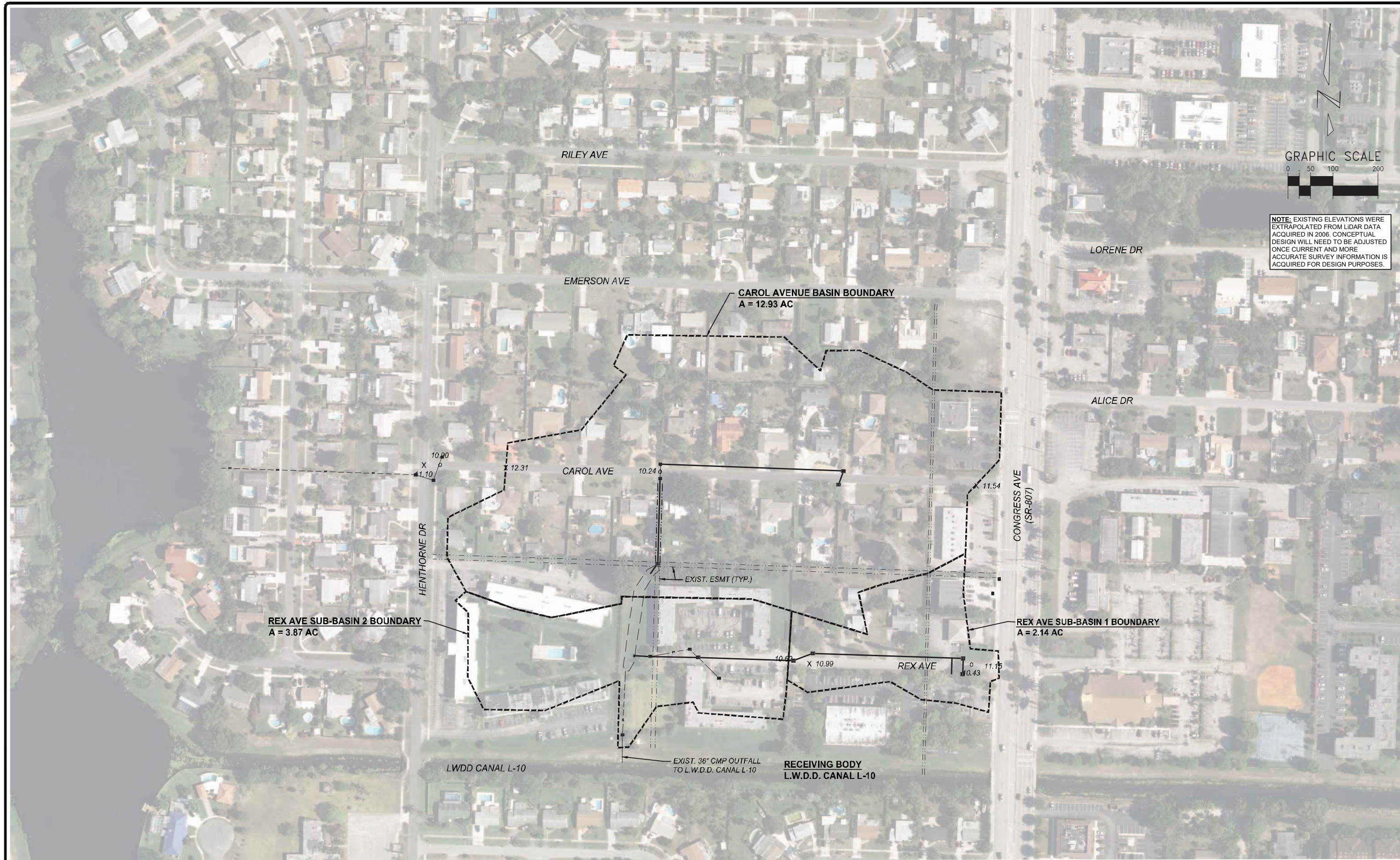
KESHAVARZ & ASSOCIATES
 Civil Engineers • Land Surveyors
 711 North Dixie Highway, Suite 201
 West Palm Beach, Florida 33401
 Tel: (561) 689-8600
 Certificate of Authorization No. 4897

K&A PROJECT No. 16-1140
 DESIGNED BY: R. WERTEPNY
 DRAWN BY: K. VANARMAN
 CHECKED BY: R. WERTEPNY
 APPROVED BY: M. KESHAVARZ
 DATE: 07/25/18

PROJECT No. 16.1140
 SHEET No. C-12

STORMWATER MASTER PLAN
 AREA 12 - CAROL AVENUE AND REX AVENUE SCHEMATIC DESIGN

Task Order No.	212
No.	
Date	
Description	

[illegible]

LEGEND EXISTING

--- sd --- STORM DRAINAGE

□ CATCH BASIN

● STORM MANHOLE

⊗ WOOD POWER POLE

⊗ CONCRETE LIGHT POLE

⊗ SIGN AND POST

--- PBC PARCEL LINE

● PALM TREE

o LOW POINT PER 2007 LIDAR TOPO DATA

x HIGH POINT PER 2007 LIDAR TOPO DATA

LEGEND PROPOSED

⊕ HYDRANT

⊕ ELECTRIC BOX

--- STORM DRAINAGE

■ CATCH BASIN

--- EASEMENT

--- EXFILTRATION TRENCH

--- ROADWAY PAVEMENT RESTORATION

CONCRETE PARKING/ DRIVEWAY RESTORATION

PAVER PARKING/ DRIVEWAY RESTORATION

ASPHALT PARKING/ DRIVEWAY RESTORATION

GRASS/SWALE RESTORATION

IT'S THE LAW!

CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG

SUNSHINE 811

VILLAGE OF PALM SPRINGS

ENGINEERING & PUBLIC WORKS DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600

Certificate of Authorization No.4897

K&A PROJECT No. 16-1140

DESIGNED BY: R. WERTEPNY

DRAWN BY: K. VANARMAN

CHECKED BY: R. WERTEPNY

APPROVED BY: M. KESHAVARZ

DATE: 07/25/18

PROJECT No.

16.1140

SHEET No.

C-12.1



CAPITAL IMPROVEMENT PROJECT DETAIL

PROJECT # 19-STW-563-03
TASK # 250

Project Name: Carol & Rex Avenue Stormwater Improvements
Department: Public Service
Location: Stormwater - Carol & Rex Avenue

Project Manager: Asst. Dir.
Original Plan Date: FY19

DESCRIPTION / JUSTIFICATION:

The Carol Avenue and Rex Avenue Stormwater Improvements Project (Stormwater Master Plan Project No. 12) was identified to address localized flooding within and around Carol Avenue and Rex Avenue. The proposed improvements will include the addition of stormwater piping and structures on Carol Avenue and Rex Avenue that is expected to route collected stormwater into the Lake Worth Drainage District L-10 Canal.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY19	FY20	FY21	FY22	FY23	FY24	TOTAL
Land/Easement Acquisition							-
Engineering & Planning	32,000	38,000					70,000
Construction		372,000					372,000
Equipment							-
Title Work	1,500						1,500
TOTAL PROJECT COSTS	33,500	410,000	-	-	-	-	443,500
SOURCES OF FUNDS:	FY19	FY20	FY21	FY22	FY23	FY24	TOTAL
General Fund - Public Works (01441)							-
Water & Sewer Enterprise Fund (41336)							-
Stormwater Enterprise Fund (42338)	33,500	410,000					443,500
Unfunded							-
TOTAL PROJECT REVENUE	33,500	410,000	-	-	-	-	443,500

OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

OPERATIONAL IMPACT	FY19	FY20	FY21	FY22	FY23	FY24	TOTAL
Additional Revenues							-
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							-
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Non Operating (Debt Service)							-
Net Annual Impact on Operations	-	-	-	-	-	-	-
FUNDING SOURCES	FY19	FY20	FY21	FY22	FY23	FY24	TOTAL
							-
Total	-	-	-	-	-	-	-



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.14:

Approve Gulfstream Road Stormwater Improvements (Stormwater Master Plan Project #6) (Task Order No. 277) – Work Authorization CT-S01 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Stormwater Enterprise Fund) – Craven Thompson & Associates, Inc.

SUMMARY:

The Public Service Department is requesting approval of Work Authorization CT-S01 (Task Order #277) with Craven Thompson & Associates, Inc. for professional engineering services (i.e., design, bidding and construction services) related to the stormwater improvements on Gulfstream Road. This is an area of the Village that has historically flooded during a significant rain event and, if approved, would be funded utilizing the Village's Stormwater Fund.

On January 10, 2019, the Council approved the Village's Stormwater Master Plan, which identified twenty-five (25) specific stormwater conveyance systems (or areas) within the Village that were in need of improvement. The Gulfstream Road Stormwater Improvements Project (Project No. 6) was identified to address localized flooding within and around Gulfstream Road between Lake Worth Road and Lakewood Road and between 10th Avenue North and the L-11 Canal. The proposed improvements, if approved, would include improve the functionality of the existing roadway drainage system by interconnecting existing drainage structures, re-grading and creating roadside swales, and potentially adding exfiltration trenches.

As a result, the Village Council is requested to approve Work Authorization CT-S01 (Task Order #277) to support all required professional engineering services and related tasks associated with design of the Gulfstream Road Stormwater improvements to be completed by

Craven Thompson & Associates, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Contract Amount</u>
Engineering, Design & Bidding	\$27,725
Construction Services	<u>\$ 9,075</u>
Total	\$36,800

The Village Council has approved funding (\$360,000) within the FY 2021 Budget - Stormwater Enterprise Fund to support this project (design and construction services). 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.

If approved, it is estimated that the proposed design work will take approximately four (4) months from the date the work authorization is issued to Craven Thompson & Associates and construction is estimated to take approximately five (5) months following the Notice to Proceed by the Village.

Note: Funding to support the construction of this project is included within the Village's FY 2021 approved 6-Year CIP and the FY 2021 Budget - Stormwater Enterprise Fund.

Staff recommends approval of the proposed Work Authorization CT-S01 (Task Order #277) with Craven Thompson & Associates, Inc. in the amount of \$38,800 for professional engineering design, bidding and construction services related to the Gulfstream Road Stormwater improvements.

The proposed work authorization was prepared by Craven Thompson & Associates, Inc. and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer, the Finance Director and the Village Attorney.

The Village has not worked with the proposed vendor previously; however, staff received positive feedback from the various references that were provided during the Village's Request for Qualifications (RFQ) for General Consulting Services (RFQ 2019R-001 - September 27, 2018) process that recommended (and approved) Craven Thompson & Associates, Inc. to serve as a continuing services engineering firm for the Village of Palm Springs - February 14, 2019.

Note: Craven Thompson & Associates, Inc., has worked on drainage design projects for the City of Greenacres, Lake Worth Beach, and the City of Boca Raton and the Central Broward Water Control District and staff has received positive references for the proposed engineering firm.

FISCAL IMPACT:

Funding to support the proposed work authorization (Task Order #277) is available within the FY 2021 Budget - Stormwater Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Stormwater Enterprise Fund:	\$360,500

<u>Expected Project Costs:</u>	<u>Amount</u>
Project Request/Cost - Design & Engineering - Stormwater Fund (TO #277)	\$ 36,800
Project Request/Cost - Estimated Construction Costs (TO #277)	\$320,000
Total Expected Project Costs	\$356,800

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.

ATTACHMENTS:

Proposed Work Authorization - Gulfstream Road Stormwater Improvement Project - Craven Thompson (Task Order #277)

Gulfstream Road Stormwater Improvement Project - FY 2021 CIP Form

Gulfstream Road Stormwater Improvement Project - Stormwater Master Plan - Project #6



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CT-S01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No.277 G/L CODE: 42338-56377

CRAVEN THOMPSON & ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: GULFSTREAM ROAD STORM WATER IMPROVEMENTS

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated December 17, 2019 between the Village of Palm Springs ("VILLAGE"), and CRAVEN THOMPSON & ASSOCIATES, INC. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The Gulfstream Road Storm Water Improvement project is located along Gulf Stream Road between Lake Worth Road and Lakewood Avenue and between 10th Avenue North and the L-11 Canal. The project is intended to improve the functionality of the existing roadway drainage system by interconnecting existing drainage structures, re-grading and creating roadside swales, and potentially adding exfiltration trench.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – Prepare a Boundary and Topographic Survey

Prepare a boundary and topographic survey of the rights-of-way for approximately 2,200 LF of roadway. The survey will meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code.

TASK 2 – Geotechnical Testing (By Sub-consultant Tierra South Florida)

Provide two (2) soil percolation tests for the purposes of potential exfiltration trench (one test on each side of the canal).

TASK 3 – Prepare Paving Grading and Drainage Plans and Project Specifications

Prepare Paving Grading and Drainage plans and specifications adequate to implement the storm water improvements for Gulf Stream Road based upon the survey data gathered and the Village of Palm Springs Storm Water Master Plan. Additionally, this task includes the preparation of contract documents and specifications adequate for all governing agency requirements. (Front end specifications format to be provided by Village).

TASK 4 – Permitting

Prepare and process permit through South Florida Water Management District (SFWMD) and Lake Worth Drainage District (LWDD).

TASK 5 – Bidding Assistance

Provide Bidding Assistance to Contractors; attend and assist Village with pre-bid meeting, and prepare addenda, etc., as related to proposed improvement for the project to be known as Gulfstream Road Storm Water Improvements.

TASK 6 – Construction Administration/Inspection

- Attend Pre-Construction conference.
- Prepare Meeting Minutes for Pre-Construction Meeting.
- Review and process shop drawings.
- Perform general site inspections/reviews as required to determine in general, if the work is being performed in a manner that when completed will be in accordance with the contract documents. Inspections will be part-time, approximately two (2) hours per day, two (2) days per week for a Senior Engineer with an anticipated construction schedule of three (3) months.
- Take photos of construction activities during site visits.
- Review change order request and provide professional opinion of request to City project manager *(if required)*.
- Prepare Change Order on City change order format *(if required)*.
- Negotiate change orders on behalf of the City *(if required)*.
- Substantial and Final walk through with Contractor, Client and regulatory agencies.
- Prepare final punch list and follow-up.

TASK 7 – Project Certification

- Review as-built information (for approval) provided by contractor's Registered Professional Surveyor.
- Process as-built drawings through applicable governmental agencies based upon engineers approved as-built information provided by contractor's Registered Professional Surveyor. This does not include field survey services.
- Prepare Statement of Substantial Completion of Construction and project close out documents.

III. DELIVERABLES

- Task 1 - Signed and Sealed Survey in Paper, PDF and AutoCAD Format
- Task 2 - Signed and Sealed Geotechnical Report including percolation tests results in paper and PDF Format
- Task 3 – Submit PDF's for review at 60% and 90%. Signed and Sealed Plans and Specifications for Project in Paper, PDF, and AutoCAD format
- Task 4 - Permits from LWDD and SFWMD or confirmation of no permit required
- Task 5 - Assistance with Bid Process
- Task 6 - Management and Inspection of Construction Process
- Task 7 - Signed and Sealed Certification to all applicable agencies in paper and PDF format

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 & 2	45	45
Task 3 & 4	60	105
Task 5	60	165
Task 6 & 7	150	315

* The schedule is based upon conducting a review meeting within 14 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 14 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$ 36,800.00 as outlined in Table 1 and further detailed in Attachment A.

Table 1
Budget Summary

Description	Total
Task 1	\$8,500.00
Task 2	\$2,700.00
Task 3	\$11,505.00
Task 4	\$2,510.00
Task 5	\$2,510.00
Task 6	\$7,515.00
Task 7	\$1,560.00
TOTAL	\$36,800.00

VI. ASSUMPTIONS

Village will provide example draft of front end specifications in word format and provide test hole boring elevations for all utility conflicts with proposed storm pipe.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated December 17, 2019, by and between the Village of Palm Springs ("VILLAGE") and CRAVEN THOMPSON & ASSOCIATES, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CRAVEN THOMPSON & ASSOCIATES, INC.

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: Patrick J. Gibney, P.E.

Title: Vice President Engineering

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

CTA PROPOSAL NO.
2019-286

GULFSTREAM STORMWATER IMPROVEMENTS	1.1 Surveying Services			2.1 Geotechnical Services			3.1 Engineering Services			3.2 Engineering Services			3.3 Engineering Services			3.4 Engineering Services			3.5 Engineering Services			TOTAL FEE
	(CTA Task No. 33060)			(CTA Task No. 31006)			(CTA Task No. 33060)			(CTA Task No. 31080)			(CTA Task No. 31115)			(CTA Task No. 31120)			(CTA Task No. 33125)			
	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	
Principal Engineer	\$200.00		\$0.00				\$200.00		\$0.00	\$200.00		\$0.00	\$200.00		\$0.00	\$200.00		\$0.00	\$200.00		\$0.00	
Senior Supervising Engineer	\$170.00		\$0.00				\$170.00		\$0.00	\$170.00		\$0.00	\$170.00		\$0.00	\$170.00		\$0.00	\$170.00		\$0.00	
Senior Engineer	\$130.00		\$0.00				\$130.00	60	\$7,800.00	\$130.00	10	\$1,300.00	\$130.00	10	\$1,300.00	\$130.00	50	\$6,500.00	\$130.00	12	\$1,560.00	
Project Engineer	\$110.00		\$0.00				\$110.00		\$0.00	\$110.00	11	\$1,210.00	\$110.00	11	\$1,210.00	\$110.00		\$0.00	\$110.00		\$0.00	
Engineering Senior CADD Technician	\$95.00		\$0.00				\$95.00	39	\$3,705.00	\$95.00		\$0.00	\$95.00		\$0.00	\$95.00		\$0.00	\$95.00		\$0.00	
Principal Surveyor	\$165.00		\$0.00				\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	
Professional Land Surveyor	\$125.00	36	\$4,500.00				\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	
Project Surveyor	\$105.00		\$0.00				\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	
Survey CADD GIS Tech	\$85.00		\$0.00				\$85.00		\$0.00	\$85.00		\$0.00	\$85.00		\$0.00	\$85.00		\$0.00	\$85.00		\$0.00	
Survey Field Crew (1-Man Crew)	\$92.00		\$0.00				\$92.00		\$0.00	\$92.00		\$0.00	\$92.00		\$0.00	\$92.00		\$0.00	\$92.00		\$0.00	
Survey Field Crew (2-Man Crew)	\$130.00		\$0.00				\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	
Survey Field Crew (3-Man Crew)	\$160.00	25	\$4,000.00				\$160.00		\$0.00	\$160.00		\$0.00	\$160.00		\$0.00	\$160.00		\$0.00	\$160.00		\$0.00	
Survey Crew With Laser Scan (3-Man Crew)	\$250.00		\$0.00				\$250.00		\$0.00	\$250.00		\$0.00	\$250.00		\$0.00	\$250.00		\$0.00	\$250.00		\$0.00	
Principal Landscape Architect/Principal Planner	\$165.00		\$0.00				\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	\$165.00		\$0.00	
Senior Supervising Landscape Architect	\$150.00		\$0.00				\$150.00		\$0.00	\$150.00		\$0.00	\$150.00		\$0.00	\$150.00		\$0.00	\$150.00		\$0.00	
Senior Landscape Architect	\$130.00		\$0.00				\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	\$130.00		\$0.00	
Landscape Architect	\$110.00		\$0.00				\$110.00		\$0.00	\$110.00		\$0.00	\$110.00		\$0.00	\$110.00		\$0.00	\$110.00		\$0.00	
Project Landscape Designer	\$105.00		\$0.00				\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	\$105.00		\$0.00	
Project Planner	\$100.00		\$0.00				\$100.00		\$0.00	\$100.00		\$0.00	\$100.00		\$0.00	\$100.00		\$0.00	\$100.00		\$0.00	
Director of Construction Management	\$145.00		\$0.00				\$145.00		\$0.00	\$145.00		\$0.00	\$145.00		\$0.00	\$145.00	7	\$1,015.00	\$145.00		\$0.00	
Construction Manager	\$125.00		\$0.00				\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	\$125.00		\$0.00	
Senior Field Representative	\$95.00		\$0.00				\$95.00		\$0.00	\$95.00		\$0.00	\$95.00		\$0.00	\$95.00		\$0.00	\$95.00		\$0.00	
Field Representative	\$75.00		\$0.00				\$75.00		\$0.00	\$75.00		\$0.00	\$75.00		\$0.00	\$75.00		\$0.00	\$75.00		\$0.00	
Calculated Fee	\$8,500.00			\$2,700.00			\$11,505.00			\$2,510.00			\$2,510.00			\$7,515.00			\$1,560.00			\$36,800.00



September 28, 2020

Craven Thompson & Associates, Inc.
4723 Atlantic Avenue, Suite A12
Delray Beach, Florida 33445

Attention: Mr. Zach Gamble, P.E.

**Re: Proposal for Bore Hole Permeability Tests
Gulfstream Road Storm Water Improvements
Village of Palm Springs, Florida
TSF Proposal No.: 2009-597**

Dear Zach:

As requested, **Tierra South Florida, Inc. (TSF)** is pleased to submit this proposal for the above-referenced project. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

As requested, we propose to perform two (2) Bore Hole Permeability (BHP) test per South Florida Water Management District (SFWMD) standard. The test locations will be performed at locations provided by Craven Thompson.

Test locations will be approximately located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. **Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines, if any, will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.** Our proposal also assumes that Maintenance of Traffic (MOT) will not be required. Upon completion of the field exploration, a geotechnical engineer will evaluate the field data. A report with percolation test results will be provided.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a lump sum price basis and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, the total lump sum fee will be **\$2,700.00**.

Our estimate covers the work needed to present our findings. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other

work requested after submittal of our report. This estimated fee assumes that the site is open and accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take about one day to complete. The results can be submitted about 2 weeks after completion of the field exploration.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

Ramakumar Vedula, P.E.
Principal Engineer



Raj Krishnasamy, P.E.
President

KV/RK:

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

Tierra South Florida's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF's attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.
12. **INDEMNIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSF** - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____



CAPITAL IMPROVEMENT PROJECT DETAIL

PROJECT # 20-STW-563-01
TASK #

Project Name: Gulfstream Road Stormwater Improvements
Department: Public Service
Location: Stormwater - Gulfstream Road

Project Manager: Chad Girard
Original Plan Date: FY20

DESCRIPTION / JUSTIFICATION:

The Gulfstream Road Stormwater Improvements Project (Stormwater Master Plan Project No. 8) was identified to address localized flooding within and around Gulfstream Road between 10th Avenue North and Lake Worth Road. The proposed improvements will include the addition of stormwater piping and structures on Gulfstream Road and the re-establishment of roadside swales.
CIP FY 2020 G/L#42338-56300



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Land/Easement Acquisition							-
Architectural Services							
Engineering & Planning	43,500	12,500					56,000
Construction		302,000					302,000
Equipment							-
Improvement (utility, lighting)							
Other (specify) - Title Work	2,000						2,000
TOTAL PROJECT COSTS	45,500	314,500	-	-	-	-	360,000

SOURCES OF FUNDS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
General Fund Revenue CY							-
One Cent Sales Tax Funding							
Grant Funding							
CDBG							
FRDAP							
PBC							
Other (Specify)							
W/S Enterprise Fund Revenues (41336)							-
Stormwater Fund Revenues (42338)	45,500	314,500					360,000
Unfunded							-
TOTAL PROJECT REVENUE	45,500	314,500	-	-	-	-	360,000

OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

OPERATIONAL IMPACT	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Additional Revenues							
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Net Annual Impact on Operations	-	-	-	-	-	-	-
FUNDING SOURCES	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
							-
Total	-	-	-	-	-	-	-



Study Areas

		Total Probable Construction Cost
No.	Description	
1.	2nd Ave North: Lake Worth Rd. to S. Congress Ave.	\$ 1,218,000
2.	Davis Road: 2nd Avenue N. to Canal Rd.	\$ 903,000
3.	Lakewood Road: West of Kirk Rd.	\$ 570,000
4.	Lake Frost	\$ 490,000
5.	Davis Road: Canal Rd. to 10th Ave. N.	\$ 1,270,000
6.	Gulfstream Road: Lake Worth Rd. to 10th Ave. N.	\$ 360,000
7.	Cypress Lane	\$ 310,000
8.	Boatman Street	\$ 160,000
9.	Todd Street	\$ 190,000
10.	Carol & Rex Avenues	\$ 450,000
11.	Bermuda Road	\$ 530,000
12.	Lorene Drive	\$ 280,000
13.	Alice Drive	\$ 500,000
14.	Edwards Avenue	\$ 140,000
15.	Corrigan Court - Lake Worth Rd to Canal Rd	\$ 330,000
16.	Serubi Avenue	\$ 190,000
17.	Coconut Rd	\$ 370,000
18.	Lakewood Road: East of Kirk Rd.	\$ 70,000
19.	Charlotte Street	\$ 70,000
20.	Riedel Avenue	\$ 320,000
21.	7th Avenue North	\$ 340,000
22.	Gulfstream Road: 10th Ave. N. to L-12 Canal	\$ 250,000
23.	Sandra Lane	\$ 150,000
Total		\$ 9,368,000

In addition, it is recommended that the Village conduct a comprehensive assessment of the Village's drainage infrastructure to assess and evaluate needed improvements and replacement to the existing drainage assets and establish a routine maintenance protocol.

Area No. 8

Gulfstream Road: Lake Worth Rd. to 10th Ave. N.

Standing water conditions have been observed in the roadway and swales during minor rainfall events.

Area Photos:



Looking north on Gulfstream Rd at intersection with 10th Ave N



Looking north on Gulfstream Road approximately 130' north of Lake Worth Road

Existing Conditions:

There are existing swales, as depicted from the GIS information, running north and south along the east and west sides of the roadway. The swale areas appear to be relatively flat without a consistent flow line. There are separate basins within the Gulfstream Road drainage area between Lake Worth Road and 10th Avenue North which are described as Basins 8A, 8B and 8C for the purposes of this study.

Basin 8A, the southernmost basin which extends from Lake Worth Road to south of Lakewood Road, includes catch basins midway between Lakewood Road and Lake Worth Road (approximately 620' north of Lake Worth Road). These catch basins are located in a 10' drainage easement that extends west to Serubi Avenue and east to Davis Road. There appears to be a drainage divide in the swale system east of Gulfstream midway between Gulfstream and Coconut. An existing 24" CMP culvert runs south from the catch basins on Gulfstream Road to an existing inlet located on the north side of Lake Worth Road where a 24" RCP connects to the FDOT drainage system and ultimately to the LWDD L-12 Canal. From research and coordination with FDOT, it was determined that this 24" RCP culvert through the FDOT system was designed to drain a large portion of this area (55.27 acres, 22.11 cfs).

Basin 8B is located from the LWDD L-11 Canal north to 10th Avenue North. This portion of Gulfstream Road has swales and a series of catch basins and pipes with an outfall in the LWDD

L-11 canal. Standing water was observed in the roadway just south of 10th Avenue. The stormwater runoff did not appear to convey within the swales to the nearby catch basins.

Basin 8C is located between Lakewood Road to the south and the LWDD L-11 Canal to the north. There were no reported drainage issues in Basin 8C, nor were such issues observed during field inspection along Gulfstream Road. No additional study or analysis was performed in relation to Basin 8C.

Recommended Improvements:

Improvement of swale sections to increase conveyance to the existing catch basins is recommended to address the drainage concerns within the three basins. Basin 8A should include additional improvements this basin includes as direct connection to the Lake Worth Road drainage system as 22.11 cfs was intended to discharge through this system. Please see the FDOT record drawing and storm tabs included within the section of the report. The existing 24" CMP found along the west side of Gulfstream Road should be replaced with a 24" RCP to maximize capacity from this portion of the Village to the intended outfall system. This basin should also be considered for future modification to potentially include additional stormwater runoff east of Gulfstream, up to Davis Road.

Improvements in Basin 8B include only minor swale elevation adjustments to facilitate collection of storm water in the existing catch basins.

Regulatory Approvals:

FDOT, SFWMD, and LWDD approvals will be required for the connection of drainage features installed in Basin 6A to the existing FDOT system along Lake Worth Road for conveyance to the LWDD L-12 Canal.

Project Cost:

The estimated cost of proposed improvements are as follows:

Basin 8A: \$250,000

Basin 8B: \$105,000

Detailed Opinions of Probable Project Cost for each section of roadway and a Schematic Design drawing are attached.

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200

West Palm Beach, Florida 33401

phone: (561) 689-8600

fax: (561) 689-7476

**Area 8A: Gulfstream Road: Lake Worth Rd. to Lakewood Rd. Drainage Improvements - K&A161140****Engineer's Opinion of Probable Cost**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$12,000.00	\$12,000.00
2	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
3	NPDES Compliance	1	LS	\$1,500.00	\$1,500.00
4	Survey Layout and Record Drawings	1	LS	\$3,000.00	\$3,000.00
5	Testing	1	LS	\$1,000.00	\$1,000.00
6	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
7	Protect Existing Power Pole	7	EA	\$750.00	\$5,250.00
8	Protect Existing Fire Hydrant	1	EA	\$250.00	\$250.00
9	Remove and Replace - Existing Signs	5	EA	\$450.00	\$2,250.00
10	Type 'C' Inlet	8	EA	\$2,600.00	\$20,800.00
11	18" dia. Class III Reinforced Concrete Pipe	920	LF	\$55.00	\$50,600.00
12	Sod	1710	SY	\$4.00	\$6,840.00
13	Swale Restoration	1710	SY	\$8.00	\$13,680.00
14	Roadway Restoration	140	SY	\$50.00	\$7,000.00
15	Mill and Overlay	330	SY	\$16.00	\$5,280.00
16	Asphalt Driveway Restoration	380	SY	\$50.00	\$19,000.00
17	Concrete Driveway Restoration	30	SY	\$50.00	\$1,500.00
18	Paver Brick Driveway Restoration	10	SY	\$60.00	\$600.00
19	Miscellaneous Restoration	1	LS	\$3,000.00	\$3,000.00
Sub Total					\$160,550.00
Contingency (30%)					\$48,165.00
Survey, Engineering, Design (20%)					\$32,110.00
Other Soft Costs (5%)					\$8,027.50
Total Estimate					\$248,852.50

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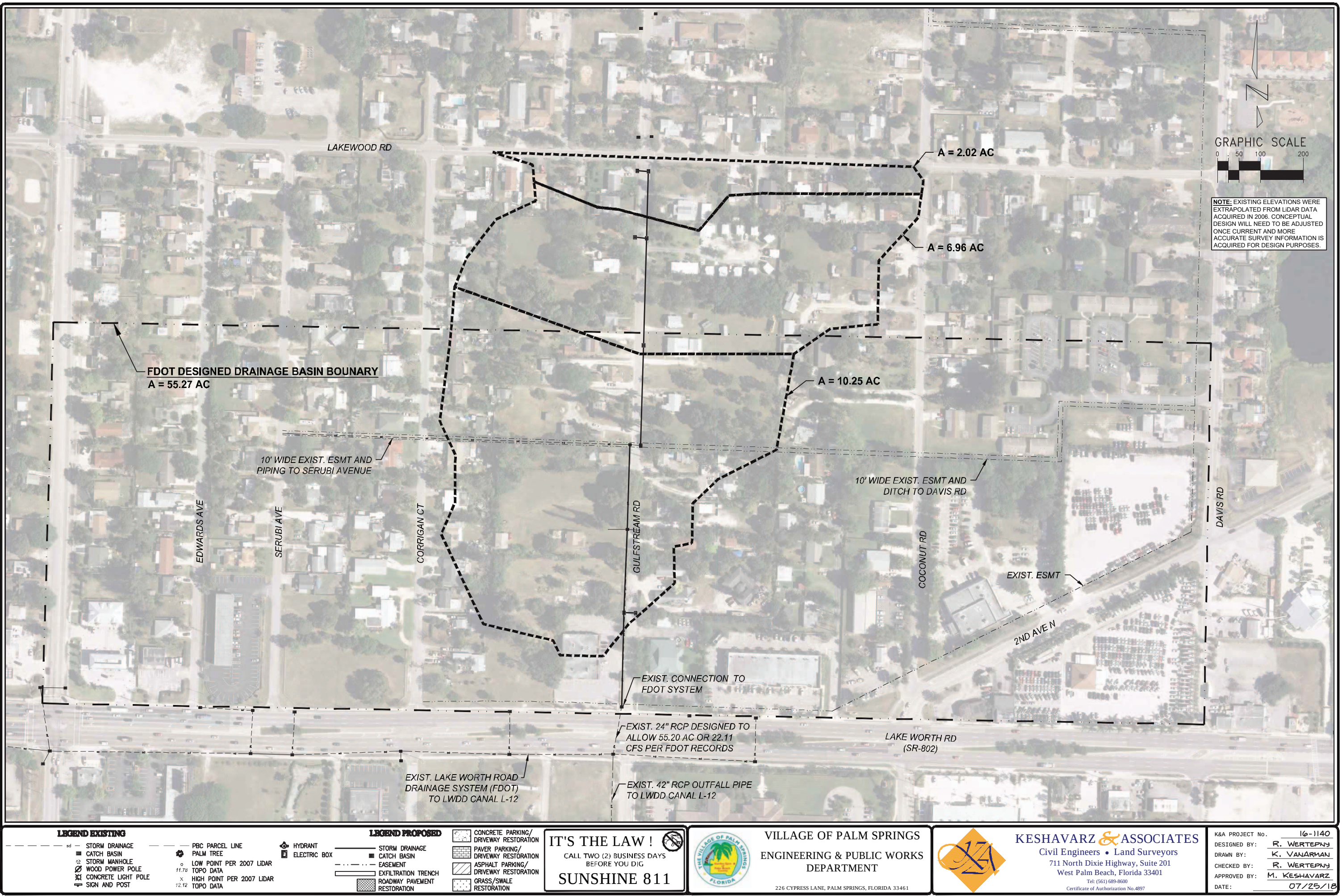
fax: (561) 689-7476

**Area 8B: Gulfstream Road: Canal Rd. to 10th Ave. N. Drainage Improvements - K&A161140****Engineer's Opinion of Probable Cost**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$6,000.00	\$6,000.00
2	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
3	NPDES Compliance	1	LS	\$1,500.00	\$1,500.00
4	Survey Layout and Record Drawings	1	LS	\$3,000.00	\$3,000.00
5	Testing	1	LS	\$1,000.00	\$1,000.00
6	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
7	Protect Existing Power Pole	6	EA	\$750.00	\$4,500.00
8	Protect Existing Fire Hydrant	1	EA	\$250.00	\$250.00
9	Remove and Replace - Existing Signs	3	EA	\$450.00	\$1,350.00
10	Sod	1520	SY	\$4.00	\$6,080.00
11	Swale Restoration	1520	SY	\$8.00	\$12,160.00
12	Asphalt Driveway Restoration	400	SY	\$50.00	\$20,000.00
13	Concrete Driveway Restoration	20	SY	\$50.00	\$1,000.00
14	Miscellaneous Restoration	1	LS	\$3,000.00	\$3,000.00
Sub Total					\$66,840.00
Contingency (30%)					\$20,052.00
Survey, Engineering, Design (20%)					\$13,368.00
Other Soft Costs (5%)					\$3,342.00
Total Estimate					\$103,602.00

STORMWATER MASTER PLAN
AREA 8A - GULFSTREAM ROAD, LAKE WORTH RD TO 10TH AVENUE
DRAINAGE AREA

PROJECT No.
6.1140
SHEET No.
C-08.1





Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.15: Approve Stormwater Pipe Maintenance & Repair Contract - Piggyback - Public Service Department - Public Works (FY 2021 Budget Funded - General Fund, Stormwater Fund & Water & Sewer Fund) - Shenandoah General Construction Company

SUMMARY:

The Public Service Department, throughout the year, has a need to perform storm drain cleaning, repairs and maintenance on the Village's stormwater infrastructure. These repairs are necessary to prevent infiltration and inflow through the storm drainage system which can cause large sinkholes. Being proactive and/or making needed repairs (i.e., lining of pipes, etc.) may be completed quicker and cheaper than replacing the pipe.

To ensure the lowest possible price, staff is recommending that the Village piggyback off of the current Broward College contract (RFP- 2018 -167- EH) that was awarded to Shenandoah Construction. This selection by Broward College was completed through a competitive selection process - Broward College Storm Drain Cleaning, Repairs, and Maintenance (RFP- 2018 -167- EH) (Contract Period: November 27, 2018, through November 26, 2021).

If approved, the Village would accept Shenandoah Construction's pricing by piggybacking the Broward College contract including all terms, conditions, and pricing therein. The term of the proposed contract would expire on November 26, 2021 and this is the second year of three (3) year contract with three (3) additional, one-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 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, Assistant Public Service Director, Public Works Superintendent, and the Finance Director.

The Village has worked with the proposed vendor previously and has provided excellent service and quality workmanship. The Village also received a positive reference from Broward College regarding the pipelining service that they are currently providing.

FISCAL IMPACT:

Funding to support purchases under this proposed Agreement is available within the FY 2021 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 Agreement - Shenandoah General Construction Company
Broward College - Executed Contract
Broward College - Request For Proposal (Bid Documents)
Broward College - Shenandoah Proposal
Broward College - Notice of Award
Broward College - Approval to Piggyback
Broward College - Advertisement
Broward College - Amendment #1

AGREEMENT FOR STORM DRAIN CLEANING REPAIRS AND MAINTENANCE SERVICES

This Agreement for storm drain cleaning repairs and maintenance services ("Agreement" hereafter) is made as of the _____ day of _____, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and the **Shenandoah General Construction Company**, 1888 NW 22nd Street, Pompano Beach, FL 33069, 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 storm drain cleaning repairs and maintenance services for the VILLAGE; and,

WHEREAS, the District Board of Trustees of Broward College through its competitive selection process awarded the Contract for storm drain cleaning repairs and maintenance services (RFP 2018-167-EH) ("Broward College 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 storm drain cleaning repairs and maintenance services based on the pricing and terms and conditions of the Broward College Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Broward College 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. Broward College Contract. The Broward College 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 Broward College County under the Broward College Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Broward College Contract and pricing therein, the CONTRACTOR shall perform storm drain cleaning repairs and maintenance services as requested by the VILLAGE. At the VILLAGE's request, the CONTRACTOR will prepare a proposal for a specific scope of services consistent with the terms and conditions of this Agreement including, without limitation, the unit pricing. If the VILLAGE approves the proposal, the VILLAGE and CONTRACTOR will execute a Work Order for the project with the CONTRACTOR's proposal as an attachment. If approved by the VILLAGE and CONTRACTOR,

the CONTRACTOR shall provide all work set forth in the approved Work Order. A copy of a sample Work Order is attached **Exhibit "A"**.

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

- A. All approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. Broward College Contract (including the RFP, 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 approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. The Broward College 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 Broward College Contract and the approved Work Order(s). 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 Broward College 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 Broward College Contract term which shall expire on November 26, 2021. This Contract may be renewed by the Village Council if the underlying Contract is renewed as set forth in the Broward College Contract.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of

the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Broward College Contract.

9. Public Entity Crimes. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in an approved Work Order(s) or this Agreement. 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 the work in any subsequent Fiscal Year.

13. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement for Storm Drain Cleaning Repairs and Maintenance Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Beverly Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **SHENANDOAH GENERAL CONSTRUCTION
COMPANY**

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: _____

EXHIBIT "A"

SAMPLE WORK ORDER

THIS WORK ORDER FOR STORM DRAIN CLEANING REPAIRS AND MAINTENANCE SERVICES ("Work Order") is made on 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 the **Shenandoah General Construction Company**, 1888 NW 22nd Street, Pompano Beach, FL 33069, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

1.0 Project Description:

The VILLAGE desires the CONTRACTOR to provide those storm drain cleaning repairs and maintenance services as identified herein generally described as: _____ (the "Project"). The Project is more specifically described in the proposal prepared by the CONTRACTOR, which is attached hereto as **Exhibit "1"** and incorporated herein. The CONTRACTOR will provide the VILLAGE with all services specified in Exhibit "1".

2.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within ____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within ____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the VILLAGE's delivery of a Notice to Proceed to the CONTRACTOR via e-mail, facsimile or other form of delivery as documented by the VILLAGE. Substantial completion occurs when the services have progressed to the point where, in the opinion of the VILLAGE, the services are sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services (including any punch-list items) have been completed and the Project becomes fully operational and accepted by the VILLAGE.

Liquidated Damages. The VILLAGE and CONTRACTOR recognize that time is of the essence under this Work Order and the Contract Documents, and that the VILLAGE will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The VILLAGE and CONTRACTOR recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the VILLAGE would suffer in the event CONTRACTOR neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the VILLAGE _____ hundred dollars (\$_____.00) for each day that expires after the time specified in this Work Order.

3.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$_____. (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

4.0 Project Manager

The Project Manager for the CONTRACTOR is _____,
phone: _____; email: _____; and, the Project Manager for the
VILLAGE is _____, phone: _____;
email: _____.

5.0 Progress Meetings

The CONTRACTOR shall schedule periodic progress review meetings with the VILLAGE Project Manager as necessary but every 30 days as a minimum.

6.0 Contractor's Representations

In order to induce the VILLAGE to enter into this Work Order, the CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents including this Work Order, 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.

6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface 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 stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by CONTRACTOR for such purposes.

6.3 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 is deemed necessary by the CONTRACTOR in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

6.4 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.

6.5 CONTRACTOR has given the VILLAGE's Project Manager written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by VILLAGE or its designee is acceptable to the CONTRACTOR.

7.0 Authorization

This Work Order is issued pursuant to the Agreement for Storm Drain Cleaning Repairs and Maintenance Services between the VILLAGE and the CONTRACTOR, dated _____, 2020 (which is part of the Contract Documents). If there are any conflicts between the terms and conditions of this Work Order and the Contract Documents, the terms and conditions of this Work Order shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____SAMPLE_____

ATTEST:

Approved as to form and legal sufficiency:

Kimberly Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

CONTRACTOR: _____SAMPLE_____

By: _____

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 ____ day of _____, 2020, by _____ as an authorized representative of the above named CONTRACTOR.

(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: _____.

SUPERCEDES LETTTER DATED NOVEMBER 30, 2018

October 8, 2019

Ms. Margaret Lary,
Shenandoah General Construction Company
1888 NW 222nd St.
Pompano Beach, FL 33069

email: margaret.lary@shenandoahconstruction.com

Dear Ms. Lary:

This is to confirm that your response for **Storm Drain Cleaning, Repairs and Maintenance (term contract)**, contract **RFP-2018-167-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within **ten (10) days** of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: "The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 N.W. 6th Way, Fort Lauderdale, FL 33309". Please include the solicitation number on the certificate.

We request that your firm register as a vendor with Broward College; this will allow us to issue purchase orders or make payments against invoices to your company. To register, please use the following link to complete the process:
<http://www.broward.edu/community/vendor/Pages/default.aspx>

The initial term of this contract is thirty-six (36) months from the date of this contract award. This contract includes three (3) additional, one-year renewal options subject to the College's approval. The Procurement Services Office reserves the right to issue each Option-to-Renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: November 27, 2018 through November 26, 2021

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely,



Zaida Riollano, CPPB
District Director, Strategic Sourcing

Attachment: fully executed contract

cc: RFP-2018-167-EH File
Kenneth Klindt, Senior AVP, Facilities Management
Sean Devaney, AVP, Facilities Collegewide Maintenance



CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of 2018 between the District Board of Trustees of Broward College, Florida ("College") and Shenandoah General Construction Company ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Sean Devaney, sdevaney@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College 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 College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) 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 COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$3,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."



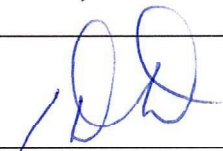
College Vendor

FOR VENDOR USE ONLY

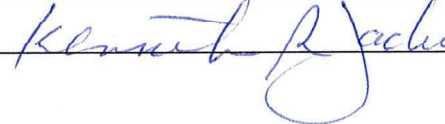
Vendor Name (type) Shenandoah General Const. Co. Tax ID No. 59-1707673

Authorized Representative Daniel DiMura Title Vice President

Address 1888 NW 22 Street, Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 11/26/18

Attested By Name (type) Kenneth R Jackson Title Sec/Treas

Signature of Attester  Date Signed 11/26/18

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

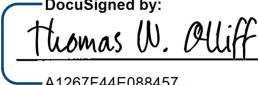
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature  _____ Date 11/27/2018
DocuSigned by:
A1267F44E088457...

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

CONTRACT TERM AND RENEWALS: The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from each Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

This contract includes the terms and conditions and provisions of RFP-2018-167-EH and the Vendors response. In the event of a conflict between the documents, the order of priority shall be as follows:

- 1) Contract
- 2) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- 3) RTQ
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter
- 5) Vendor response/proposal

SCOPE

Vendor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

LICENSE(S)

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;



OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A";

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

PERMITS/FEES

College will pay permit fees directly to its Consultant(s); Storm Drain Vendor is not required to pay permit fees.

Other than permit fees, the Vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Vendor will invoice the College for reimbursement. No mark-up shall be allowed.

DEBRIS, WASTE AND CHEMICALS



Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

SUBCONTRACTORS

Due to environmental and liability concerns, no subcontracting will be allowed.

TRAFFIC CONTROL

Vendor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The Vendor shall stand ready and be available to perform overtime work when requested to do so by the owner.

Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have six (6) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Vendor(s) shall provide a contact person to ensure twenty-four hours response.



EMERGENCY CALL-OUT

Emergency call-out is responding on short notice to perform any of the services listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Vendor(s). Vendor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

PROTECTION OF EXISTING FACILITIES

The Vendor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

CLEANING UP

The Vendor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

Contract for Services

Prices

Exhibit A-1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
TV Viewing					
1	Storm Drain {Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00
2	Storm Drain {Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$20.00	\$20.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$30.00	\$30.00
Plug Installation & Removal {Includes Minimum Weekly Rental) for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$5.00	\$5.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$10.00	\$10.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$15.00	\$15.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$25.00	\$25.00
Pumping					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$25.00	\$25.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	1	\$67.00	\$67.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$75.00	\$75.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$80.00	\$80.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$95.00	\$95.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$130.00	\$130.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
17	Slip Lining 42" Pipe	Linear Ft	1	\$182.00	\$182.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$305.00	\$305.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$322.00	\$322.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$370.00	\$370.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$70.00	\$70.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$75.00	\$75.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$85.00	\$85.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$96.00	\$96.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$105.00	\$105.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$121.00	\$121.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$126.00	\$126.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$146.00	\$146.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$210.00	\$210.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$210.00	\$210.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$258.00	\$258.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$259.00	\$259.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$431.00	\$431.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$431.25	\$431.25
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$573.00	\$573.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$550.00	\$550.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$671.00	\$671.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$661.00	\$661.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$772.00	\$772.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$895.00	\$895.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,100.00	\$1,100.00
PIPE CLEANING					
Pipe Cleaning and Sediment removal (Light Cleaning)					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.75	\$0.75
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.00	\$1.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.25	\$1.25
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.50	\$1.50
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.00	\$2.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.25	\$10.25
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00	\$17.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00	\$19.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00	\$19.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00	\$20.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00	\$21.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$23.00	\$23.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$27.00	\$27.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$38.00	\$38.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$15.00	\$15.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$30.00	\$30.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$70.00	\$70.00
Open Cut / Headwall Repairs & Other Services					
96	Construction Foreman	Hour	1	\$55.00	\$55.00
97	Equipment Operator	Hour	1	\$150.00	\$150.00
98	Laborer	Hour	1	\$35.00	\$35.00
99	Pipe Layer	Hour	1	\$37.00	\$37.00
100	Welding (Above & Below Water)	Hour	1	\$75.00	\$75.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00	\$450.00
102	Crane 100 Ton & Below	Hour	1	\$80.00	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$60.00	\$60.00
105	Wheel Loader	Hour	1	\$40.00	\$40.00
106	Backhoe Loader	Hour	1	\$30.00	\$30.00
107	Bulldozer	Hour	1	\$15.00	\$15.00
108	Double Drum Compactor	Hour	1	\$15.00	\$15.00
109	Vibratory Plate Compactor Hr.	Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00	\$30.00
111	De-Watering	Hour	1	\$85.00	\$85.00
112	Asphalt Pavement Replacement	Tons	1	\$170.00	\$170.00
113	Lime Rock	Tons	1	\$50.00	\$50.00
114	Dirt	Tons	1	\$25.00	\$25.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00	\$25.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00	\$30.00
117	Mitered Ends	Sq. Ft.	1	\$45.00	\$45.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
118	Pressure Grout Injection	Joints	1	\$225.00	\$225.00
119	Bahia Sod	Sq. Ft.	1	\$1.30	\$1.30
120	Floratan Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Rip Rap Rubble 6" - 12"	Tons	1	\$75.00	\$75.00
122	Rip Rap Bag (80 lb. Bags)	Each	1	\$12.00	\$12.00
123	Concrete Pillow Blanket slope protection	Square Yard	1	\$55.00	\$55.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1	\$400.00	\$400.00
125	Mobilization Fee	Each	1	\$300.00	\$300.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1	10	\$10.00
				GRAND TOTAL:	\$13,334.30

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

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Storm Drain Cleaning, Repairs and Maintenance

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ADDENDUM NO. 1

RFP No.: RFP-2018-167-EH
RFP Title: Storm Drain Cleaning, Repairs and Maintenance
Date: June 1, 2018

This addendum is being issued to clarify and/or revise the solicitation documents, proposal specifications, drawings, and/or blueprints. This Addendum modifies, supplements or replaces information in the Request for Proposals for Storm Drain Cleaning, Repairs and Maintenance, RFP-2018-167-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO RFP:

1. REFER TO SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION / PUPOSE, Paragraph 2.5, TENTATIVE CALENDAR:
CHANGE: Dates have been tentatively changed as follows:

6/1/18	Respond to questions via Addendum #1
7/31/18	Evaluation Committee Phase I Meeting (shortlisting) Time: 12:30 pm Location: Broward College / Cypress Creek Administrative Center 6400 NW 6 th Way Fort Lauderdale, FL 33309 Room #284
8/3/18	Shortlist on demandstar.com

*NOTE: Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor>.

2. RESPONSE TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:

QUESTIONS	ANSWERS / RESPONSE
Q1. Who is the current contractor?	The College does not have a current contract. The College was previously piggybacking contracts from other public entites with Shenandoah Construction.
Q2. Provide the current pricing.	The College does not have a current contract. The College currently obtains quotes per project, as-needed.
Q3. How often has preventative maintenance on pipe cleaning been done?	College-wide, every five years. Repair and maintenance as needed in between five year period.

3. ATTACHMENTS: NONE.

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date

ADDENDUM NO. 2

RFP No.: RFP-2018-167-EH
RFP Title: Storm Drain Cleaning, Repairs and Maintenance
Date: June 12, 2018

This addendum is being issued to clarify and/or revise the solicitation documents, proposal specifications, drawings, and/or blueprints. This Addendum modifies, supplements or replaces information in the Request for Proposals for Storm Drain Cleaning, Repairs and Maintenance, RFP-2018-167-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO RFP:

1. REFER TO SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION / PUPOSE, Paragraph 2.5, TENTATIVE CALENDAR:
CHANGE: Dates have been tentatively changed as follows:

6/11/18 6/1/18 and 6/12/18	Respond to questions via Addendum, if necessary
7/31/18, Tuesday	PHASE I: Evaluation Committee Shortlist Meeting Time: 12:30 pm Location: Broward College / Cypress Creek Administrative Center 6400 NW 6 th Way Fort Lauderdale, FL 33309 Room #284
8/3/18	Shortlist on demandstar.com

*NOTE: Any changes to publicly held meetings will be posted
<http://www.broward.edu/community/vendor>.

2. RESPONSE TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFQ:

QUESTIONS	ANSWERS / RESPONSE
Q4a. In response to the questions previously asked and the response, please provide the following: a. A copy(s) of the contracts currently being "piggy backed" off of including the pricing. b. A copy of the pricing in those contracts currently being used for the related services in this RFP line items as requested.	a. Please see the responses in Addendum #1. Broward College does not have a current contract. Broward College does not have a current piggyback contract. b. See response above in 4a.

3. ATTACHMENTS: NONE.

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date



REQUEST FOR PROPOSALS
RFP-2018-167-EH

Storm Drain Cleaning, Repairs and Maintenance

PROCUREMENT SERVICES DEPARTMENT
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309
954-201-7455

<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

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Attachment C1	Small Disadvantaged Business (SDB) Processes & Requirements
Attachment C2	SDB Non-Discrimination Profile, Form SDB-1
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Attachment D	Sample Standard College Contract “Services”
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Attachment F	Drug-Free Workplace Certification (F.S. 287.087)
Attachment G	Non-Disclosure Agreement
Attachment H	Non-Collusion Affidavit
Attachment I	Public Entity Crimes Statement
Attachment J	Performance Survey Form
Attachment K	Non-Disclosure Agreement – Building Plans

PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

	TAB #	SECTION
		4.1 GENERAL INFORMATION and SUBMITTAL REQUIREMENTS
	1	Title Page & Table of Contents
	2	Acknowledgement of Released Addenda to RFP
	3	Letter of Transmittal
	3	W-9 Form
	3	Notice Provision
	3	Vendor Conflict of Interest
	3	SDB Non-Discrimination Profile
	3	Drug-Free Workplace Certificate
	3	Non-Collusion Affidavit
	3	Insurance
	4	Litigation History
		4.2 MINIMUM ELIGIBILITY CRITERIA
	5	Required Response Form - Section 1.0
	6	Licenses/Certifications and Business Structure
	7	Experience (minimum 3 years within the last five years)
		4.3 PROPOSER'S QUALIFICATIONS
	8	Executive Summary
	9	Organizational Profile
	9	Organizational Chart
	10	References (To be emailed, directly to the Broward College Procurement Contracting Officer, by the client/people who are providing the reference.)
		4.4 SCOPE of SERVICES PROVIDED & PROJECT METHODOLOGY
	11	Proposed Solution
	12	Proposed Methodology
		4.5 COST PROPOSAL
	13	Cost Proposal Form, Attachment E (submit both an excel version and a pdf of the excel)
		4.6 FINANCIAL CAPACITY
	14	Dun & Bradstreet Number for Financial Capacity
		4.7 SDB PARTICIPATION
	15	SDB Certification/Plan – Attachments C3 (Form SDB-2), C4 (Form SDB-3)

REQUEST FOR PROPOSALS (RFP) #2018-167-EH

1.0 REQUIRED RESPONSE FORM

RFP#: 2018-167-EH	RFP TITLE: Storm Drain Cleaning, Repairs and Maintenance	RELEASE DATE: 05/17/2018		
DATE DUE: 06/21/2018	TIME DUE AT OR BEFORE: 2:30:00 p.m.	ORIGINAL HARD COPY SUBMITTALS REQUIRED: 1 Original	SUBMITTAL of EXTRA HARD COPIES REQUIRED: zero (0)	CD OR FLASH DRIVE: 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, Florida 33309, plainly marked with the RFP number and title. We encourage proposers to schedule additional time for delivery of proposals due to security procedures. Submittals received after the date and time due will not be considered.

All submittals shall include this fully executed REQUIRED RESPONSE FORM and must contain all information required to be included in the submittal as described herein. Proposal submittal package must include one hard copy original submittal, an electronic version of submittal on CD or USB Drive(s), and the additional number of copies stated above, if required.

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

CONTACT TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

☐ Website: www.broward.edu ☐ Newspaper: _____ ☐ Other: _____

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).

REQUEST FOR PROPOSALS RFP-2018-167-EH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers found on the follow link: <http://www.broward.edu/locations/Pages/default.aspx>. For detailed information on the College visit www.broward.edu.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves more than 68,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit www.broward.edu.

Enrollment & Demographic Data

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information from 2017 can be found by accessing the following link:

<http://www.broward.edu/discover/Pages/Documents/Fast-Facts.aspxQuickViewGuide2014Web.pdf>

- 2.2 **PURPOSE OF RFP:** The purpose of this Request for Proposals (RFP) is to identify companies to provide Storm Drain Cleaning, Repairs and Maintenance as specified herein, at Broward College’s campuses, centers and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services and incidentals for storm sewer cleaning, repairs and maintenance.
- 2.3 **MINIMUM QUALIFICATIONS:** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in Section 4.0. Additionally, the Proposer must meet the following minimum qualifications:

2.3.1 Proposer must demonstrate a strong documented track record of current engagement in providing storm sewer cleaning, repairs and maintenance, for three (3) continuous years or more, within the last five (5) years.

2.4 **RFP CONTACT and SUBMITTAL OF QUESTIONS:**

CONTACT:	Eileen Hunt	EMAIL:	ehunt@broward.edu
TELEPHONE:	954-201-5317	FAX:	954-201-7330

- 2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to ehunt@broward.edu, with subject line to read “Questions-RFP-2018-167-EH” on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all planholders who downloaded the solicitation on Demandstar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

- 2.4.2 **CONTACT AFTER PROPOSALS’ RELEASE - CONE OF SILENCE:** Any Proposer or a lobbyist for a Proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees (the Board), the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management,

REQUEST FOR PROPOSALS RFP-2018-167-EH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

unless notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the Proposer or a lobbyist for the Proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

2.5 TENTATIVE CALENDAR: The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

5/17/2018	RFP Release Date
6/5/2018	Written questions due in Procurement Services. (See Section 2.4.1)
6/11/2018	Respond to questions via Addendum, if necessary
6/21/2018	Proposals due on or before 2:30:00 p.m. <i>Proposals due at location specified in Section 1.0</i>
TBA	PHASE 1: Evaluation Committee Shortlist Meeting Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: TBA Time: TBA
TBA	Phase II Evaluation Committee Meeting(s) – presentations, interviews, evaluations, <i>If Necessary</i> Per Florida State Statue Chapter 286.0113, oral presentations/interviews portion of meeting is closed. Committee discussion and recommendation portion of meeting is open to the public. Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: TBA Time: TBA Start time for Committee discussion and recommendation (open portion of meeting) will be posted on website below.
TBA	Contract Negotiations
TBA	Tentative Board of Trustees Meeting for Approval of Award

NOTE: Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

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- 2.6 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:
- a. Reject any and all proposals received as a result of this RFP.
 - b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
 - c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
 - d. Adopt all or any part of the Proposer's proposal.
 - e. Award contracts to multiple Proposers.
 - f. Withhold the award of contract.
 - g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.
- 2.7 **COLLEGE'S RIGHT TO REJECT:**
- 2.7.1 The College reserves the right to reject any and all proposals and re-advertise at any time prior to Board approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this RFP process shall be borne by the proposers. Proposals submitted in response to this RFP shall become the property of the College and considered public documents under applicable Florida law.
- 2.7.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the RFP requirements when and if it is in the best interests of the College.
- 2.7.3 A submittal shall be rejected for failure to comply with the following requirements:
- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
 - The submittal is not received by the College by the specified deadline.
 - The proposer has been determined to be Non-Responsible.
- 2.8 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

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REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

- 3.1 **PROPOSERS' CONFERENCE:** A proposers' Conference will not be held for this solicitation.
- 3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of three (3) years, or as agreed to in resulting contract.
- 3.2.1 **Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period.
- Procurement Services Department will, if considering renewal, request a letter of intent to renew from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract unless agreed to otherwise in writing.
- 3.3 **AWARD OF CONTRACT:** The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award, to the top-ranked Proposer(s) with whom a successful contract can be negotiated. In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more alternates or awarded vendors, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board of Trustees before award is final.
- 3.3.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.
- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.
- 3.4 **QUANTITIES:** The quantities listed on the Cost Proposal Form are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid/proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.
- 3.5 **PRICING:** All prices submitted under this RFP shall be quoted F.O.B. destination, include delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. If any additional charges are necessary, please list them as indicated on the Cost Proposal Form sheet.
- 3.6 **PRICE ADJUSTMENTS:** Prices offered shall remain firm for the initial three (3) years of the contract. No cost increases shall be accepted in the initial contract term. Please consider this when providing pricing for this Request for Proposals. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Prices offered shall remain firm through each contract expiration date. A request for price adjustment may be submitted only at the time of invitation to renew contract.

Requests for price adjustments shall not exceed the percentage of change in the All Urban Consumer Price Index (CPI_U) for *(see below), from the date of award, or shall not exceed 5%, whichever is less. The CPI index will not be seasonally adjusted.

In the event that the overall CPI index, at the time of invitation to renew, is lower than the overall CPI at the time of bid/RFP award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

The College reserves the right to reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for related services or its component parts as a basis for reviewing price adjustments.

A. All Urban Consumer Price (CPI-U).

B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), not seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel).

C. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Selected Local Areas, all items, Miami-Fort Lauderdale, FL.

The College reserves the right to not renew any contract regardless of price considerations and to cancel any renewal of any contract.

Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

- 3.7 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefore by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.8 **EXTENSION OF PRICING TO COLLEGE APPROVED CONSTRUCTION MANAGERS:** Should the need arise to provide product as specified in this solicitation as a result of new construction or remodeling projects at the College, the awardee shall extend College pricing to the vendor of record for the project.
- 3.9 **SUBCONTRACTING:** Due to environmental and liability concerns, no subcontracting will be allowed.
- 3.10 **PROBATION PERIOD:** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
- 3.11 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Proposer ("Prime Vendor)". The Prime Vendor must be the joint venture's contact point for Broward College and be responsible for the joint venture's performance under the definitive contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. The Prime Vendor's name must be clearly stated in Section 1.0, Required Response Form.

3.0 SPECIAL CONDITIONS

- 3.12 **CONTRACT ADMINISTRATION:** The responsibility and authority for the administration of this contract shall be assigned to the District Director of Maintenance, Facilities Dept., as the Contract Administrator, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements; the successful Proposer agrees that it will assign a replacement immediately.
- 3.13 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, school board and special districts. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.14 **INSURANCE REQUIREMENTS:** Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4 – RFP Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage

3.0 SPECIAL CONDITIONS

\$1,000,000 combined single limit per occurrence

\$3,000,000 General Aggregate

\$1,000,000 products/completed operations aggregate

Personal and Advertising Injury

\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

B. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

C. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

*If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida.
Info found at <http://www.myfloridacfo.com/Division/WC/>*

D. **PROFESSIONAL LIABILITY** (if services require a professional license)

\$1,000,000 per claim

\$1,000,000 aggregate

E. **CYBER LIABILITY**

If vendor will have access to the college networks, systems, access to student or employee data, or at the discretion of Broward College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

F. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured with reference to this RFP.

Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: "The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions,

REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

and agreements of RFP-2018-167-EH entitled Storm Sewer Cleaning, Repairs and Maintenance from date of commencement to six months after date of completion."

G. All insurance carriers must be rated A- or better by AM Best.

H. (30) Thirty Days' notice of cancellation is required on all policies.

I. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

J. All exclusions added by endorsement must be indicated.

K. Certificate must be signed by an authorized representative.

L. If any of the required policies provide coverage on a "claims-made" basis:

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

M. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.

3.15 FAMILIARITY WITH LAWS: All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, Transportation Security Administration (TSA) Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, and all Civil Rights legislation. The awarded vendor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time-to-time and any successor laws, codes, rules and regulations.

3.16 SITE VISITS/INSPECTIONS: The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.

3.17 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.

3.18 CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily

provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.

3.0 SPECIAL CONDITIONS

- 3.19 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.20 **SEVERABILITY:** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.20.1 In the event any provision of this Agreement shall be held invalid or unenforceable by an court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.21 **DEFAULT:** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.22 **PUBLIC ENTITY CRIMES:** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.23 **OSHA:** The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 3.24 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

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REQUEST FOR PROPOSALS RFP-2018-167-EH

4.0 SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Original Hard Copy submittal should be presented in a three (3) ring binder (not spiral bound) and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs, acknowledgement of released Addenda, Litigation History, and SDB forms. Oversize pages will be counted as two pages. Dividers shall divide the sections Tab 1 through Tab 15. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. It is preferred that submittals be limited to 60 pages. Submissions in excess of 60 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity may be taken into consideration during the evaluation process and may result in a reduction of points.

Proposers are requested to organize their proposals in accordance with Section 4.0, Submittal Requirements. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. Proposal must be submitted in a sealed package to the *Procurement Services Department of Broward College, 6400 NW 6th Way, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.5, Tentative Calendar.* Proposal must be submitted in a sealed package with the number and title of the solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete, original hard copy proposal with a signed Required Response Form.
- One (1) complete proposal in one (1) Adobe PDF file format on CD or USB (electronically bookmarked tabs).
- **Price Proposal must be in a separate envelope and separate file on the CD or USB. Submit one in original Excel format and a PDF copy of the original Excel document.**

4.1 General Information and Submittal Requirements

TAB (1) 4.1.1	Title Page & Table of Contents	Include RFP number, subject, the name of the Proposer, address, telephone number and the date. Include a clear identification of the material by section and by page number.
TAB (2) 4.1.2	Acknowledgement of Released Addenda to RFP	It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.
Tab (3) 4.1.3	Letter of Transmittal	Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).

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4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.
TAB (3) 4.1.5	Notice Provision	Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice: To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management 6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309 With Copy To (College Attorney): Greg Haile, General Counsel and VP of Governmental Policy and Regulatory Affairs Broward College President's Suite – 12th Floor 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301 With Copy To: Ken Klindt, AVP, Facilities Management (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314 With Copy To: Sean Devaney, District Director of Maintenance (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314 To Proposer: (Proposer to Insert) With Copy To (Proposer): (Proposer to Insert)
TAB (3) 4.1.6	Vendor Conflict of Interest	The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.
TAB (3) 4.1.7	SDB Non-Discrimination Profile	Submit a completed SDB Non-Discrimination Profile, Form SDB-1 (see Attachment C2). In the case of a Joint Venture Submittal; multiple Proposers must each submit a completed Non-Discrimination Profile (see Attachment B2).
TAB (3) 4.1.8	Drug Free Workplace Certification	Submit a completed Drug Free Workplace Certification (see Attachment F).

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4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.9	Non-Collusion Affidavit	Submit a completed Non-Collusion Affidavit (see Attachment H).
TAB (3) 4.1.10	Insurance	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.12.
TAB (4) 4.1.11	Litigation History	State whether Prime or Joint Venture partners have been involved in any services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information: a. the style/caption of the matter b. the case number c. the forum/venue of the action d. a description of the claim, action, or litigation e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final. If “No” litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

4.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Proposers that fail to meet the minimum eligibility criteria, detailed below, will not have proposals considered.

TAB (5) 4.2.1	Required Response Form	Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form.
TAB (6) 4.2.2	Licenses/Certifications and Business Structure	4.2.2.1 Proposer shall be properly registered/licensed and possess all required active licenses, registrations and certifications to provide storm sewer cleaning, repairs and maintenance in the State of Florida at the time of submittal due date. Proposer shall possess one of the licenses listed in Attachment A – Scope of Services (including any State registration, if applicable). Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the College, will be considered. Submit proof of all active business licenses, registrations, and certifications as applicable, documenting proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to Attachment A – Scope of Services, Section 3.2 of this solicitation). Occupational / business licenses are required as applicable. If permitted, sub-contractor licenses may be required during the developmental phase. Submit with proposal, or within three business days of College's request.

4.2.2.2 Proposer shall be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of contract negotiation

Submit documentation of State of Florida Department of State registration indicating when corporation/LLC or other form of legal entity was organized and corporation number. Submit with proposal, or within three business days of College's request.

TAB (7) 4.2.3	Experience	Proposer must demonstrate a strong documented track record of current engagement in providing Storm Sewer Cleaning, Repairs and Maintenance for three (3) continuous years or more, within the last five (5) years prior to the due date of this RFP.
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4.3 Proposer's Qualifications (Max 15 Points)

TAB (8) 4.3.1	Executive Summary	Submit a brief abstract, of no more than three (3) pages, stating the Proposer's interest in the contract; overview of Firm qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract. The Proposer shall explain why the Firm would be the best choice.
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In the event the Proposer is a joint venture, the Proposer shall list the use of Subcontractors, if any.

TAB (9) 4.3.2	Organizational Profile	Submit detailed responses to the following: 1. State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under. 2. Contact information including Principal's name, telephone number, and email address. 3. Size of organization. 4. Number of years established in business, include operation under other Firm names, providing services same or similar as described herein. (Refer to Section 2.2 and Attachment A – Scope of Services) 5. Number of years in business in the State of Florida. 6. Resumes of individuals that will have direct role in performance and supervision of this engagement. 7. Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience. 8. Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)
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In the event that the Proposer is a Joint Venture, a fully executed Joint Venture Agreement between the Parties is required in accordance with Section 3.9, Multiple-Vendor Solutions (Joint Ventures). At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the Parties and must identify one party as Prime Vendor for the purposes of this project.

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4.0 SUBMITTAL REQUIREMENTS

TAB (9) 4.3.3	Organizational Chart and Account Management and Staffing	Include organizational chart of Proposer's team for service being provided. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.
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TAB (10) 4.3.4	References	All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Evaluation Survey Form in PDF format. All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.
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Four (4) related Performance Evaluation Survey Forms (see Attachment J) are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five (5) years prior to the Solicitation due date.

All references are to be emailed from your clients directly to the College to:

Procurement Contracting Officer: Eileen Hunt Email: jhidalg1ehunt@broward.edu

Please inform and forward to each client the Performance Evaluation Survey Form to be filled-out. Once the form is completed by each of your clients, instruct them to email directly to the Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

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4.4 Scope of Services Provided & Project Methodology (Max 30 Points)

TAB (11) 4.4.1	Proposed Solution	Clearly, and in detail, describe how Proposer will accomplish the Scope of Services stated in Attachment A.
TAB (12) 4.4.2	Proposed Methodology	Describe in detail how Proposer will accomplish the solution(s) identified in proposed solution above in order to complete required service. At a minimum, response must include and provide detailed responses to the following: Proposer's Procedures: Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus, multi-cultural environment. Coordination and Communication: Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with assigned college personnel prior to, during and after job commencement. Reports: Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services. Other Services: Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this RFP.

4.5 Price Proposal (Max 45 Points)

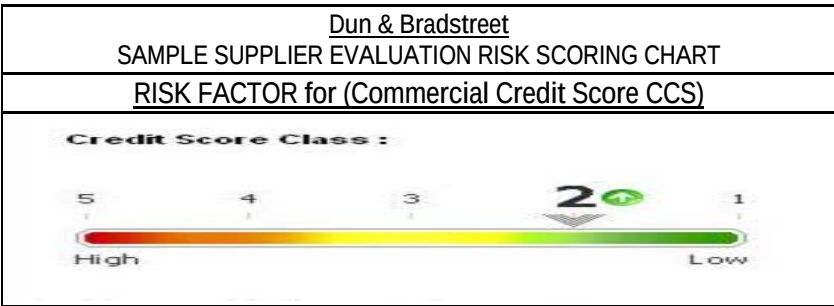
TAB (13) 4.5.1	Price Proposal Form	Submit Attachment E (Price Proposal Form) for Scope of Services (described in Attachment A). The Price Proposal Form is in an Excel worksheet. Proposer must provide the information on prices and rates in the attached Attachment E, Price Proposal Form, <u>in the same unchanged excel format</u>. The information must <u>NOT be password protected</u>, to allow College to copy and paste the information into Bid Tabulation. Include with Attachment E (Price Proposal Form (excel worksheet)) any additional/value added services to be proposed in connection with the Scope of Services defined in Attachment A.
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4.0 SUBMITTAL REQUIREMENTS

4.6 Financial Capacity (Max 10 Points)

TAB (14) 4.6.1	Financial Capacity	Proposers shall submit Dun & Bradstreet Duns Number (D-U-N-S#). The College will use the total of both the D&B Commercial Credit Score (CCS) and the Financial Stress Score (FSS) Reports in order to assess financial capacity of Proposer. If your Firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.
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CCS POINTS 1 2 3 4 5



FSS POINTS 1 2 3 4 5

D&B COMBINED TOTAL (CCS & FSS) SCORES

EVALUATION POINTS

1 2 3 4 5 6 7 8 9 10

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4.7 Small Disadvantaged Business (SDB) Participation Plan (Max 10 Points)

TAB (15) 4.7.1	Small Disadvantaged Business (SDB) Certification/Plan	The proposer shall provide evidence, if certified, of its <u>SDB certification</u> as defined in the College Policy 6Hx2-6.36 and shall indicate the SDB group owning controlling interests in the Firm.
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PRIME NON SDB PROPOSER MUST:

1. Submit a summary (a minimum of four paragraphs but no greater than 2 pages) on how the Proposer will assure Small Disadvantaged Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers and professional service providers.
2. Submit: Attachment C3 Subcontractor Supplier Outreach/Contact Report – lists all SDBs contacted regarding this project. SDB's must be certified as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Proof of certification is not required on this form.
3. Submit: Attachment C4 Subcontractor/Supplier Utilization Report–lists the SDBs to be utilized on this project. SDBs must be certified as one of the following SBE, MBE, WBE, CBE, or CSBE to be utilized on this project. SDB percentage total must be included; omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification certificate is required for each company listed; companies listed without the accompanying documentation will not be counted; companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

The College recognizes certifications from seven sources and these sources are located on the College's website

<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>.

Broward College is not a certifying agency. Omission of certification certificates from one of the seven certifying agencies for each company listed on Attachment C4 will result in loss of SDB Criteria Points.

Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB PROPOSERS MUST:

SDB Proposers must submit proof of certification as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Approved SDB proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

The College recognizes certifications from seven sources and these sources are located on the College's website

4.0 SUBMITTAL REQUIREMENTS

<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>. Broward College is not a certifying agency. Omission of a certification certificate from one of the seven certifying agencies will result in zero SDB Criteria Points. Expired and pending certification certificates will result in zero SDB Criteria Points. Certificates must be valid for a minimum of 90 days before expiration date.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Disadvantaged Business Program.

Proposers who are not SDB, or who do not utilize sub-contractors who are certified SDB's will not receive any SDB Criteria Points but are encouraged as defined in College Procedure A6Hx2-6.36 to:

- a. Create a Broward College- specific supplier diversity program
- b. Engage in on-site networking and matchmaking sessions
- c. Create SDB Distributors
- d. Inform and assist SDBs in becoming registered in large vendor's supplier diversity program

In order to assess SDB participation criteria points, the College will utilize the following chart below

SDB Project Participation Percentage		% of SDB Criteria Points
Approved SDB Prime Contractor		100%
Certified Sub-contractor	41 - 49%	80%
	31 - 40%	60%
	21 - 30%	40%
	11% - 20%	20%
	Less than 10%	0

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5.0 EVALUATION

- 5.1 The Evaluation Committee* (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

**The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Calendar.*

Cone of Silence is in effect, as stated under General Conditions 7.63.

- 5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.3	Proposer's Qualifications	15
4.4	Scope of Services Provided	30
4.5	Cost Proposal	45
4.6	Financial Capacity	10
4.7	SDB Participation Plan	10
Total Maximum:		110

- 5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

- 5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:
1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
 2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
 3. reject all proposals received;
 4. waive any informalities;
 5. re-advertise/re-solicit proposals;
 6. reject all proposals without further action;
 7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
 8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
 9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 5.1.4 **Proposal Clarification**: During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

Phase 2: Interviews and Presentations

- 5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 5.2.1 **Phase 2: Interviews and Presentations Criteria**: If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	25
b)	Relevant Experience	20
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	35
Total Maximum:		100

- 5.2.2 **Results of Phase 2 Interviews and/or Presentations**: If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

- 5.3 **Award**: In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:
- a. divide the work among Proposers;
 - b. award contracts for less than all services encompassed by this solicitation.

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- 6.1 **Phase 3: Contract Negotiations:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in Section 5.2., Phase 2, Interviews and Presentations. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.

- 6.1.2 The College reserves at any time during the negotiations process to:

- a. Schedule additional negotiation sessions with any or all responsive Proposers;
- b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
- c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
- d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
- e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
- f. Decline to conduct further negotiations with any Proposer;
- g. Reopen negotiations with any Proposer;
- h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 6.2 **"Sample" or Base Contract for Negotiations:** The enclosed "sample" contract (Attachment D) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer's offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

- 6.3 **Final Selection and Notice of Award Recommendation:**

- 6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.

- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:

- a. Recommend Award;
- b. Re-advertise/re-solicit for proposals;
- c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College's best interest.

- 6.3.3 The College reserves the right to:

- a. Select one or more proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
- b. Divide the work among proposers by type of service or geographic area, or both; and

- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 Reserved Rights After Notice of Award Recommendation:

- 6.4.1 Negotiations After Award Recommendation: The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- 6.4.2 Other Reserved Rights: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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REQUEST FOR PROPOSALS RFP-2018-167-EH

7.0 GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for three (3) additional one year periods and/or 90 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

7.0 GENERAL CONDITIONS

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully

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documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all MSDS WITH THIS BID or UPON REQUEST. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. MSDS ON CD-ROM IS NOT ACCEPTABLE. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.

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7.0 GENERAL CONDITIONS

35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states 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 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 a proposal 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 Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.
43. **INDEMNIFICATION:**
- a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

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7.0 GENERAL CONDITIONS

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.
49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.
- The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).
50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing Firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

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59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such 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 public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with

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this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents

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request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE: When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES: (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

(Balance of page intentionally left blank.)

3.1 **SCOPE**

Contractor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

3.2 **LICENSE(S)**

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;

OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A";

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

3.3 **PERMITS/FEES**

Broward College will pay permit fees directly to its Consultant(s); Storm Drain contractor/vendor is not required to pay permit fees.

Other than permit fees, the contractor/vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the contractor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the contractor's/vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Contractor will invoice the College for reimbursement. No mark-up shall be allowed.

3.4 **DEBRIS, WASTE AND CHEMICALS**

Contractor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Contractor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

3.5 **SUBCONTRACTORS**

Due to environmental and liability concerns, no subcontracting will be allowed.

3.6 TRAFFIC CONTROL

Contractor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

3.7 RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The contractor shall stand ready and be available to perform overtime work when requested to do so by the owner. Due to the nature of the College's operational needs, contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the contractor, the contractor shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Contractor(s) shall provide a contact person to ensure twenty-four hours response.

3.8 EMERGENCY CALL-OUT

Emergency call-out is responding on short notice to perform any of the services listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with contractor(s). Contractor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

3.9 PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its own expense, any damage to property caused by their employees or suppliers.

3.10 CLEANING UP

The Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

3.11 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Awarded vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

Broward College
STATEMENT OF "NO" RESPONSE

RFP-2018-167-EH
ATTACHMENT B

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

Broward College
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309

This information will help Broward College in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment C2). Bids received without a fully executed Covenant of Non-Discrimination Profile from the proposing vendor will be considered non-responsive.
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact (Attachment C3) and Subcontractor/Supplier Utilization (Attachment C4) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization (Attachment C5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment B5.
 - c. Attachment C5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization (Attachment C4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. The College must approve all SDB substitutions.
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment C5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - o Withhold approval of the successful bidder's invoices for progress payments,
 - o Increase the amount of the successful bidder's retainage, or
 - o Evoke any other penalties as stated in General Conditions of the RFP (*Nonconformance to Contract Conditions*).
3. COLLEGE's Responsibilities:

SDB Requirements in Contracts – Procurement Services, Facilities Management and the User Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

SUBCONTRACTOR/SUPPLIER CONTACT

(List all SDB subcontractors or suppliers that were contacted regarding this project)

Company Name of Subcontractor/Supplier	Contact Name, Address and Phone Number	Business License? (Yes or No)	Type of Work Solicited from Subcontractor/Supplier	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	Certification Agency Name and Expiration Date	Results of Contact

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

Form: SDB-2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)

SUBCONTRACTOR/ SUPPLIER UTILIZATION

*(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises
Subcontractors/suppliers to be used on this project.)*

Company Name of Sub-contractor/ Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount

Total SDB% _____

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____
Signature: _____ Date: _____

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
 Please Submit Report to: The Office of Supplier Relations and Diversity
 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, FL 33309
 or Fax to: 954-201-7330

ATTACHMENT C5

(For questions completing this report call 954-201-7307)

Company/Construction Manager/Contractor:							
Address:						Phone:	
Project Name:			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged Firms) ☐ Yes ☐ No						Contract Value (\$):	
Type of Project: ☐ Construction ☐ Design ☐ Construction Management ☐ Other _____							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	*Certification Agency Name (attach copy of Certification)	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor/ Supplier

*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.

Signature of Authorized Principal

Date

Title / Telephone Number

(See separate Adobe PDF document in DemandStar)

<https://www.demandstar.com/>

- o Please see the Cost Proposal Form(excel document) posted on demandstar.com.
- o Proposers are requested to submit all pricing on Cost Proposal Form sheet posted in Excel format.
- o For labor in increments of less than ½ hour, established rate shall be prorated.
- o Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite
- o All prices bid/proposed shall be in full accordance with the terms, conditions, and specifications stated herein.
- o As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- o Working Hours: The standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 pm, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- o Contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends at no additional cost to College.
- o All costs related to hourly labor rates, whether during standard workweek business hours or for emergency service not during standard workweek business hours, shall be included in your bid/proposal.
- o The bidder proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the RFP documents for Storm Drain Cleaning, Repairs and Maintenance for the following pricing:

A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

(See separate Excel document in DemandStar – five (5) pages)

<https://www.demandstar.com>

Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

RFP-2018-167-EH
ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____

Broward College
NON-DISCLOSURE AGREEMENT

RFP-2018-167-EH
ATTACHMENT G

**NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY
THE AWARDED VENDOR.**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WRFPESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The Board of Trustees of Broward College

By: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Broward College
NON-COLLUSION AFFIDAVIT**

**RFP-2018-167-EH
ATTACHMENT H**

State of _____)

) ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

By:

(Printed Name)

(Title)

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Non-Collusion Affidavit, continued

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2011, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
(Name(s) of individual(s))
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

Broward College
PUBLIC ENTITY CRIMES STATEMENT

RFP-2018-167-EH
ATTACHMENT I

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: _____

Address of Firm: _____

Signature for the Firm: _____

Title of Person Signing for the Firm: _____

Signature of Witness: _____

Witness' Relationship to the Firm: _____

(See separate PDF document in DemandStar)

<https://www.demandstar.com>

ACCESS TO BROWARD COLLEGE BUILDING PLANS

The Owner desires to provide the Contractor with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The Contractor and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The Contractor, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. Contractor will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by Contractor. Prior to disclosure of the Building Plans to Contractor's agents, representatives, associates and consultants, Contractor shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. Contractor acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of Contractor's employees, agents, representatives, associates, or consultants with whom Contractor has shared the Building Plans. Contractor agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the Contractor employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
 2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with Contractor's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the Contractor's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.
 3. These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.
-

PERFORMANCE SURVEY FORM

ATTACHMENT J

Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .	
RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance	
To be completed by the Client <u>only</u> .	
Client Company Name:	
Point of contact:	
Phone Number:	
Email Address:	
Proposer's Company Name (who listed your company as a reference):	
Client representative providing the reference (name and title):	
Phone number of individual providing the reference:	
Email address of individual providing the reference:	
Date(s) of Service:	
Annual Aggregate Dollar Amount of Service:	\$
Insert YOUR RATINGS in this column	<i>Please evaluate the performance of the Proposer noted above using the following scales:</i> <i>0 = Do Not Hire (our company would not hire them again)</i> <i>1 = Poor (Does Not Meet Minimum Standards)</i> <i>2 = Fair (barely meets minimum standards)</i> <i>3 = Average (meets minimum requirements)</i> <i>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</i> <i>5 = Excellent or Outstanding (always exceeds your expectations)</i>
	1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.
	2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.
	3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.
	4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.
	5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.
	6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.
	7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.
	8. YEARLY CONTRACTS: <u>If performing a yearly term contract</u> , was the company able to adequately manage for the duration? Please rate yearly contract performance.
	9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.
	10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?
	COMMENTS: Are there any additional comments you would like to add? _____

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

				UNIT PRICE (to two decimal places)	TOTAL
ITEM	DESCRIPTION	UNIT	QUANTITY		
TV Viewing					
1	Storm Drain {Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1		\$0.00
2	Storm Drain {Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1		\$0.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1		\$0.00
Plug Installation & Removal {Includes Minimum Weekly Rental) for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
Pumping					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	1		\$0.00
13	Slip Lining 18" Pipe	Linear Ft	1		\$0.00
14	Slip Lining 24" Pipe	Linear Ft	1		\$0.00
15	Slip Lining 30" Pipe	Linear Ft	1		\$0.00
16	Slip Lining 36" Pipe	Linear Ft	1		\$0.00
17	Slip Lining 42" Pipe	Linear Ft	1		\$0.00
18	Slip Lining 48" Pipe	Linear Ft	1		\$0.00
19	Slip Lining 54" Pipe	Linear Ft	1		\$0.00
20	Slip Lining 60" Pipe	Linear Ft	1		\$0.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
21	CIPP 15" Pipe 15 x 6.7 mm {Burial Depth is 0-6'}	Linear Ft	1		\$0.00
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12'}	Linear Ft	1		\$0.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1		\$0.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1		\$0.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1		\$0.00
PIPE CLEANING					
Pipe Cleaning and Sediment removal (Light Cleaning)					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Open Cut / Headwall Repairs & Other Services					

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
96	Construction Foreman	Hour	1		\$0.00
97	Equipment Operator	Hour	1		\$0.00
98	Laborer	Hour	1		\$0.00
99	Pipe Layer	Hour	1		\$0.00
100	Welding (Above & Below Water)	Hour	1		\$0.00
101	Diving Crew (3 Man Team) Certified	Hour	1		\$0.00
102	Crane 100 Ton & Below	Hour	1		\$0.00
103	Track or Wheeled Excavator	Hour	1		\$0.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1		\$0.00
105	Wheel Loader	Hour	1		\$0.00
106	Backhoe Loader	Hour	1		\$0.00
107	Bulldozer	Hour	1		\$0.00
108	Double Drum Compactor	Hour	1		\$0.00
109	Vibratory Plate Compactor Hr.	Hour	1		\$0.00
110	100 CFM Air Compressor with Hammer	Hour	1		\$0.00
111	De-Watering	Hour	1		\$0.00
112	Asphalt Pavement Replacement	Tons	1		\$0.00
113	Lime Rock	Tons	1		\$0.00
114	Dirt	Tons	1		\$0.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1		\$0.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1		\$0.00
117	Mitered Ends	Sq. Ft.	1		\$0.00
118	Pressure Grout Injection	Joints	1		\$0.00
119	Bahia Sod	Sq. Ft.	1		\$0.00
120	Floratan Sod	Sq. Ft.	1		\$0.00
121	Rip Rap Rubble 6" - 12"	Tons	1		\$0.00
122	Rip Rap Bag (80 lb. Bags)	Each	1		\$0.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
123	Concrete Pillow Blanket slope protection	Square Yard	1		\$0.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1		\$0.00
125	Mobilization Fee	Each	1		\$0.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1		\$0.00
				GRAND TOTAL:	\$0.00

To:

Broward College

RFP#2018-167-EH

Storm Drain Cleaning, Repairs & Maintenance

Opening: June 21, 2018 at 2:30 PM

Submitted by:



1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

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Certified Underground & Excavation Contractors License, Broward County Local
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TAB 1

Acknowledgement of Released Addenda

Addendum #1 – June 1, 2018

Addendum #2 – June 12, 2018

ADDENDUM NO. 1

RFP No.: RFP-2018-167-EH
RFP Title: Storm Drain Cleaning, Repairs and Maintenance
Date: June 1, 2018

This addendum is being issued to clarify and/or revise the solicitation documents, proposal specifications, drawings, and/or blueprints. This Addendum modifies, supplements or replaces information in the Request for Proposals for Storm Drain Cleaning, Repairs and Maintenance, RFP-2018-167-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO RFP:

1. REFER TO SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION / PUPOSE, Paragraph 2.5, TENTATIVE CALENDAR:
CHANGE: Dates have been tentatively changed as follows:

6/1/18	Respond to questions via Addendum #1
7/31/18	Evaluation Committee Phase I Meeting (shortlisting) Time: 12:30 pm Location: Broward College / Cypress Creek Administrative Center 6400 NW 6 th Way Fort Lauderdale, FL 33309 Room #284
8/3/18	Shortlist on demandstar.com

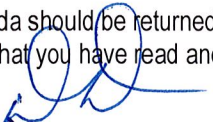
***NOTE:** Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor>.

2. **RESPONSE TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:**

QUESTIONS	ANSWERS / RESPONSE
Q1. Who is the current contractor?	The College does not have a current contract. The College was previously piggybacking contracts from other public entites with Shenandoah Construction.
Q2. Provide the current pricing.	The College does not have a current contract. The College currently obtains quotes per project, as-needed.
Q3. How often has preventative maintenance on pipe cleaning been done?	College-wide, every five years. Repair and maintenance as needed in between five year period.

3. **ATTACHMENTS: NONE.**

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Vice President

Title

Shenandoah General Construction Co.

Company Name

June 20, 2018

Date

ADDENDUM NO. 2

RFP No.: RFP-2018-167-EH
RFP Title: Storm Drain Cleaning, Repairs and Maintenance
Date: June 12, 2018

This addendum is being issued to clarify and/or revise the solicitation documents, proposal specifications, drawings, and/or blueprints. This Addendum modifies, supplements or replaces information in the Request for Proposals for Storm Drain Cleaning, Repairs and Maintenance, RFP-2018-167-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO RFP:

1. REFER TO SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION / PUPOSE,
Paragraph 2.5, TENTATIVE CALENDAR:
CHANGE: Dates have been tentatively changed as follows:

6/11/18 6/1/18 and 6/12/18	Respond to questions via Addendum, if necessary
7/31/18, Tuesday	PHASE I: Evaluation Committee Shortlist Meeting Time: 12:30 pm Location: Broward College / Cypress Creek Administrative Center 6400 NW 6 th Way Fort Lauderdale, FL 33309 Room #284
8/3/18	Shortlist on demandstar.com

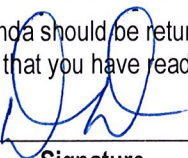
***NOTE:** Any changes to publicly held meetings will be posted
<http://www.broward.edu/community/vendor>.

2. **RESPONSE TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFQ:**

QUESTIONS	ANSWERS / RESPONSE
Q4a. In response to the questions previously asked and the response, please provide the following: a. A copy(s) of the contracts currently being "piggy backed" off of including the pricing. b. A copy of the pricing in those contracts currently being used for the related services in this RFP line items as requested.	a. Please see the responses in Addendum #1. Broward College does not have a current contract. Broward College does not have a current piggyback contract. b. See response above in 4a.

3. **ATTACHMENTS: NONE.**

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Vice President

Title

Shenandoah General Construction Co.

Company Name

June 20, 2018

Date

Letter of Transmittal:

Legal Name of Proposer: Shenandoah General Construction Co.

Officers:

Thomas A. Jackson, President
Daniel DiMura, Vice President
Kenneth R. Jackson, Sec./Treas.

W-9 – Attached

Notice Provision:

Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, Ed. D, AVP
Business Services & Resource Management
6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309

With Copy To:
College Attorney: Greg Haile, General Counsel and VP of Governmental Policy
and Regulatory Affairs
Broward College President's Suite–12th Floor 111 East Las
Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To: Ken Klindt, AVP, Facilities Management (*Contract Broward
College Administrator*) 3501 SW Davie Rd Bldg. 23, Room 200
Davie, FL 33314

With Copy To: Sean Devaney, District Director of Maintenance (*Contract
Broward College Administrator*) 3501 SW Davie Rd. Bldg. 23,
Room 200 Davie, FL 33314

To Proposer: Shenandoah General Construction Company
Margaret Lary, Controller
1888 NW 22 Street, Pompano Beach, FL 33069

Vendor Conflict of Interest: None of the officers, directors or agents of Shenandoah are an employee of Broward College and none of the officers, directors or agents have any family members that are employees of Broward College.

SDB Non-Discrimination Profile – Attached

Drug Free Workplace Certification – Attached

Non-Collusion Affidavit – Attached

Insurance – Certificate of Insurance – Attached

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shenandoah General Construction Company	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1888 NW 22nd Street	Requester's name and address (optional)
	6 City, state, and ZIP code Pompano Beach, FL 33069	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

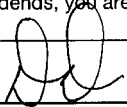
Social security number									
			-			-			
or									
Employer identification number									
5	9	-	1	7	0	7	6	7	3

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 01/03/2018
-----------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Daniel DiMura, Vice President

Title of Attesting Party

On this 20 day of June, 2018, before me appeared Daniel DiMura, the person who signed the above covenant in my presence.

Notary Public

Seal



Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

RFP-2018-167-EH
ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by Daniel DiMura, Vice President
(Print individual's name and title)

for Shenandoah General Construction Company
(Print name of entity submitting sworn statement)

whose business address is 1888 NW 22 Street, Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1707673
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

[Signature] (Signature)

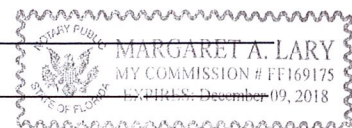
Sworn to and subscribed before me this 20 day of June, 2018.

Personally Known X

OR Produced identification _____ Notary Public - State of Florida

My commission expires _____

(Type of identification) _____



Broward College | **RFP-2018-167-EH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of Florida)

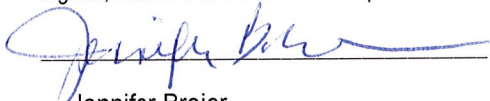
) ss.

County of Broward)

Daniel DiMura being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:



Jennifer Breier

By:



Daniel DiMura
(Printed Name)

Vice President

(Title)

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Non-Collusion Affidavit, continued

ACKNOWLEDGMENT

State of Florida
County of Broward

On this the 20 day of June, 2018, ~~2011~~, before me, the undersigned

Notary Public of the State of Florida, personally appeared Daniel DiMura

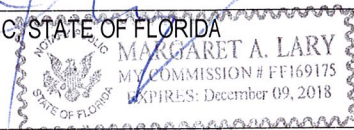
(Name(s) of individual(s))

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA



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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2018

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 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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-776-2222	FAX (A/C, No): 954-776-4446
INSURED Shenandoah General Construction Co Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Amerisure Mutual Ins. Co.	NAIC # 23396
	INSURER B : American Guar & Liab Ins Co	26247
	INSURER C : Evanston Insurance Company	35378
	INSURER D : Amerisure Insurance Company	19488
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		CPP20953510302	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY			CA20953500302	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						☐ SCHEDULED AUTOS
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐					PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB	X		AUC008607103	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						☐ CLAIMS-MADE
	☐ DED	☒ RETENTION \$ 0					Prod/CoOp \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	WC208071506	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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
C	Pollution Liab			MKLV2ENV100519	12/31/2017	12/31/2018	Each Occ 1,000,000
	Occurrence						Aggregate 2,000,000
				SIR: \$5,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Bid - RFP#2018-167-EH - Storm Sewer Cleaning, Repairs and Maintenance
Board of Trustees of Broward College, Florida is an additional insured with respect to general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

BOARD OF Board of Trustees of Broward College, Florida Office of Risk Management 6400 Nw 6th Way Fort Lauderdale, FL 33309	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 Michael Gorham

Litigation History

Shenandoah General Construction Company has not been involved in any services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level.

**REQUEST FOR PROPOSALS (RFP) #2018-167-EH
1.0 REQUIRED RESPONSE FORM**

RFP#: 2018-167-EH	RFP TITLE: Storm Drain Cleaning, Repairs and Maintenance	RELEASE DATE: 05/17/2018		
DATE DUE: 06/21/2018	TIME DUE AT OR BEFORE: 2:30:00 p.m.	ORIGINAL HARD COPY SUBMITTALS REQUIRED: 1 Original	SUBMITTAL of EXTRA HARD COPIES REQUIRED: zero (0)	CD OR FLASH DRIVE: 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / **Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, Florida 33309**, plainly marked with the RFP number and title. **We encourage proposers to schedule additional time for delivery of proposals due to security procedures. Submittals received after the date and time due will not be considered.**

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein. Proposal submittal package must include one hard copy original submittal, an electronic version of submittal on CD or USB Drive(s), and the additional number of copies stated above, if required.

PROPOSER INFORMATION

PROPOSER'S NAME: Shenandoah General Construction Company
 STREET ADDRESS: 1888 NW 22 Street
 CITY AND STATE: Pompano Beach, FL 33069
 PROPOSER TELEPHONE: 954-975-0098 PROPOSER FAX: 954-975-9718
 PROPOSER TOLL FREE: None
 CONTACT PERSON: Daniel DiMura
 CONTACT PERSON'S ADDRESS: Same
 CONTACT TELEPHONE: Same CONTACT FAX: Same
 CONTACT TOLL FREE: None
 INTERNET E-MAIL ADDRESS: Margaret.Lary@shenandoahconstruction.com INTERNET URL: _____
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: 59-1707673

How were you informed of this solicitation? (Please provide media name(s) in blank space):

☒ Website: www.demandstart.com ☐ Newspaper: _____ ☐ Other: _____

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

June 20, 2018

Signature of Proposer's Authorized Principal Daniel DiMura Date _____
 Name of Proposer's Authorized Principal _____ Title of Proposer's Authorized Principal Vice President

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GUGLIELMI, ANTHONY
SHENANDOAH GENERAL CONSTRUCTION, CO.
6276 VIA PALLADIUM
BOCA RATON FL 33433

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

CGC1524099

ISSUED: 06/19/2016

CERTIFIED GENERAL CONTRACTOR
GUGLIELMI, ANTHONY
SHENANDOAH GENERAL CONSTRUCTION, C

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606190001138

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1524099

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

GUGLIELMI, ANTHONY
SHENANDOAH GENERAL CONSTRUCTION, CO.
1888 NW 22ND STREET
POMPANO BEACH FL 33069





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

ZEBARTH, STAFFIN COLBY
SHENANDOAH GENERAL CONSTRUCTION, CO.
1888 NW 22 ST
POMPANO BEACH FL 33069

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

CUC1223821 ISSUED: 07/14/2016

CERT UNDERGROUND & EXCAV CNTR
ZEBARTH, STAFFIN COLBY
SHENANDOAH GENERAL CONSTRUCTION, C

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG31, 2018 L1607140001237

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1223821

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ZEBARTH, STAFFIN COLBY
SHENANDOAH GENERAL CONSTRUCTION, CO.
1888 NW 22 ST
POMPANO BEACH FL 33069



ISSUED: 07/14/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607140001237

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: SHENANDOAH GENERAL CONSTRUCTION CO

Receipt #: 189-6135
Business Type: ALL OTHER TYPES CONTRACTOR
(UNDERGROUND
UTILITY/EXCAVATION)

Owner Name: STAFFIN ZEBARTH
Business Location: 1888 NW 22 ST
POMPANO BEACH
Business Phone: 954-973-3060

Business Opened: 09/12/2008
State/County/Cert/Reg: CUC1223821
Exemption Code:

Rooms

Seats

Employees
28

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

STAFFIN ZEBARTH
1888 NW 22 STREET
POMPANO BEACH, FL
33069-1318

Receipt # 1CP-16-00018407
Paid 08/07/2017 81.00

2017 - 2018

Certificate of Completion

Leonard P. Jaglarski

**Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Advanced
(Refresher) Course.**

11/02/2019

Expiration Date

37

FDOT Provider #

Catherine Witt

Instructor

12166

Certificate #



ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA, FL
www.atssa.com
donna.clark@atssa.com



For more information about Maintenance
of Traffic (MOT) or to verify this
www.motadmin.com

Certificate of Completion

Perry K. Hoff

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

06/12/2021

Date Expires

37

FDOT Provider #

Richard Cabrera

Instructor

29713

Certificate #



ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

SHENANDOAH GENERAL CONSTRUCTION, CO.

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Principal Address

1888 NW 22ND STREET
POMPANO BEACH, FL 33069-1318

Changed: 03/23/2009

Mailing Address

1888 NW 22ND STREET
POMPANO BEACH, FL 33069-1318

Changed: 03/23/2009

Registered Agent Name & Address

JACKSON, THOMAS A
1888 N.W. 22ND STREET
POMPANO BEACH, FL 33060

Name Changed: 03/23/2009

Officer/Director Detail

Name & Address

Title P-D

JACKSON, THOMAS A
956 HYACINTH DR
BOCA RATON, FL 33483

Title ST-D

JACKSON, KENNETH R
2555 MERCEDES DRIVE
FT LAUDERDALE, FL 33316

Title VP-D

DIMURA, DANIEL
1051 NE 27 Avenue
Pompano Beach, FL 33062

Annual Reports

Report Year	Filed Date
2016	02/22/2016
2017	03/04/2017
2018	03/05/2018

Document Images

03/05/2018 -- ANNUAL REPORT	View image in PDF format
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04/03/2014 -- ANNUAL REPORT	View image in PDF format
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03/08/2011 -- ANNUAL REPORT	View image in PDF format
02/05/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
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01/17/2006 -- ANNUAL REPORT	View image in PDF format
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02/17/2004 -- ANNUAL REPORT	View image in PDF format
04/09/2003 -- ANNUAL REPORT	View image in PDF format
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02/02/1998 -- ANNUAL REPORT	View image in PDF format
02/28/1997 -- ANNUAL REPORT	View image in PDF format
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04/04/1995 -- ANNUAL REPORT	View image in PDF format

Shenandoah General Construction Company
1888 NW 22 Street
Pompano Beach, FL 33069
(954) 975-0098

Completed Contracts
References

Project Name & Number	Owner	Contact & Phone #	Project Type	Contract Amount	Start Date	Completion Date
Culvert Slip-Lining Project in Pembroke Pines March 2018	South Broward Drainage District	Joe Certain (954) 680-3337 6591 SW 160 Ave., SWR, FL 33331 joe@sbdd.org	Project Type	\$ 39,244.78	3/29/2018	4/13/2018
Annual Contract for Misc Water & Wastewater Utility Construction Svs	FGUA	Chris Couch(407)629-6900/(407)629-6963 Fax - 280 Wekiva Springs Road Suite 2000 Longwood, FL 32779 Ccouch@govmserv.com	By Work Order	\$ -	5/13/2014	5/19/2018
Y1284708B1 - Clean, Inspect & Repair Drainage Facilities	Broward County WWS	Carl Archie 2555 W. Copans Rd., Pompano Beach, FL 33069 (954)831-0753 / (954)831-3285 Fax carchie@broward.org	By Work Order	\$ 2,065,752.91	1/27/2015	4/26/2018
E6J63-R0 Inlet & Pipe Cleaning	FDOT D6	Juan Diez (305) 640-7206 / Fax (305) 640-7285 / Mob (305) 725-7697 14655 SW 122 Ave., Miami, FL 33186 Juan.Diez@dot.state.fl.us	By Work Order	\$ 660,000.00	3/6/2015	3/22/2018
#11-12-130 Rental of Vac Trucks	City of West Palm Beach	Stephen Hunter (561) 822-2068 P.O. Box 3366, West Palm Beach, FL 33402 - Hunter@wpb.org	By Work Order	Open PO	11/26/2012	11/25/2017
#11-12-130 Rental of Vac Trucks	ECR - East Coast Central Regional WW - Under WPB	Michael Tranchese (561) 718-4517 P.O. Box 3366, West Palm Beach, FL	By Work Order	Open PO	11/26/2012	11/25/2017
001-0-2017/RS Pipe Repairs in the Villages	Sumter County	Robert Lawler (352) 569-6717 / 319 East Anderson Ave., Bushnell, FL 33513 Robert.LawlerIII@sumtercountyfl.gov	Project Type	\$ 332,523.14	2/28/2017	7/29/2017
Piggy Back Collier CountyStorwater Maintenance Svs	City of Lauderdale Lakes	Vincent Richmond (954) 535-2819 Fax (954) 535-0799 4300 NW 36 St., Lauderdale Lakes, FL 33319 VincentR@lauderdalelakes.org	By Work Order	\$ 69,495.00	6/28/2016	9/30/2016
#13-07 LKD Clean, Televise, Test Mainline Sewer	City of Sarasota	Alex Hernandez (941) 650-6974 Fax (941) 329-6155 - 111 S. Orange Ave., Sarasota, FL 34230 Alex.Hernandez@sarasotagov.com	By Work Order	\$ 213,406.50	3/21/2013	9/20/2016
#13-05 LKD Smoke Testing & MH Inspection	City of Sarasota	Alex Hernandez (941) 650-6974 Fax (941) 329-6155 - 111 S. Orange Ave., Sarasota, FL 34230 Alex.Hernandez@sarasotagov.com	By Work Order	\$ 30,900.00	3/21/2013	9/20/2016
Maintenance / Repair of Storm Drainage	Village of Tequesta	Sam Heady - 136 Bridge Rd., Tequesta, FL 33469 (561) 575-6233 sheady@tequesta.org	By Work Order	\$ 119,159.25	3/1/2016	2/29/17
Piggy Back BC Y1284708B1	Broward College	Nathan Sade - 6400 NW 6th Way, Ft Laud., FL 33309 (954) 201-8924 - Nsade@broward.edu	By Work Order	\$ -	1/1/2016	1/26/2017
Piggy Back Collier County 15-6363	Collier County School Board	Nancy Sirko, Director of Purchasing (239) 377-0047 - 5775 Osceola Trail, Naples, FL 34109 SirkoNa@collierschools.com	By Work Order	\$ -	5/12/2016	2/23/2017
RFP 18-0-2017/JM - Malabar Road Drainage Stabiilization	City of Palm Bay	Christeen Sullivan (321) 726-5665 / (321) 952-3401 Fax - 1050 Malabar Rd., Palm Bay, FL 32907 - Christine.Sullivan@palmbayflorida.org	Project Type	\$ 132,150.00	5/8/2017	7/7/2017
E4Q71-R0 - Remove & Dispose of Silt, Debris, Vegetation, Soil, Rock from Pipe & Culverts	FDOT D4	Kristy Keller - (772) 429-4895 / (772) 467-3164 Fax - 3601 Oleander Ave., Ft Pierce, FL 34982 kristy.keller@dot.state.fl.us	By Work Order	\$ 260,000.00	5/20/2015	5/19/2017
Culvert Slip-Lining Project in SW Ranches	South Broward Drainage District	Joe Certain (954) 680-3337 6591 SW 160 Ave., SWR, FL 33331 joe@sbdd.org	Project Type	\$ 29,840.00	4/7/2017	5/22/2017

E1P07-R0 - Pipe Lining Installation, Desilting and Video Inspection	FDOT D1	Bobby Carroll, (863) 993-4634 -- (863)272-5330 (Cell) -- 801 North Broadway Avenue, Bartow, FL 33830 bobby.carroll@dot.state.fl.us	By Work Order	\$ 88,792.75	2/8/2016	2/7/2017
Culvert Repair S-3 Pump Station in Miramar	SBDD	Joe Certain (954) 680-3337 6591 SW 160 Ave., SWR, FL 33331 joe@sbdd.org	Project Type	\$ 76,437.90	11/7/2016	12/31/2016
#E5Q77 Maintenance, Desilting Drainage Pipes	FDOT D5	Mark Harper (386) 943-5309 - 719 S. Woodland Blvd., Deland, FL 32720 mark.harper@dot.state.fl.us	Project Type	\$ 353,576.10	3/1/2014	2/21/2017
28666 S259 Culvert Rehabilitation	St Johns River Water Mgmt District	Jim Rider (321) 863-0029 jrider@sjrwmd.com	Project Type	\$ 273,924.00	7/13/2016	9/30/2016
2016-032 Lake Worth Drainage District L33 Culvert Cleaning & Inspection	City of Delray Beach	Rafael Ballestero - (561) 243-7297 100 NW 1st Ave, Delray Beach, FL 33444 Ballestero@mydelraybeach.com	Project Type	\$ 8,010.00	6/6/2016	9/5/2016
RFB#2016-2841 - Heritage Ridge Culvert Renovation	Martin County	Paul Bangs (772) 463-2848 Fax (772) 288-5789 pbangs @martin.fl.us	Project Type	\$ 96,216.25	1/19/2016	3/29/2016
#RFP-DOT-12/13-4005LW Districtwide Storm Sewer Inspection	FDOT D4	Ruben Rodriguez (954) 777-4140 3400 W. Commerical Blvd., Ft Lauderdale, FL 33309 Ruben.Rodriguez@dot.state.fl.us	By Work Order	\$ 380,000.00	3/26/2013	3/25/2016
Culvert Slip-Lining Project in SWR	South Broward Drainage District	Joe Certain (954) 680-3337 6591 SW 160 Ave., SWR, FL 33331 joe@sbdd.org	Project Type	\$ 32,100.00	2/1/2016	3/1/2016
15-020 Wastewater Transmission System Cleaning, Inspection & Repair	City of Marco Island	Bart Bradshaw (239) 389-5187 bbradshaw@cityofmarcoisland.com	Project Type	\$ 136,029.50	6/16/2015	90 Days
#E6H71-R0 - Inlet & Pipe Cleaning	FDOT D6	Julio Hurtado (786) 877-5988 - 1000 NW 11th Ave., Miami, FL 33172 - julio.hurtado@dot.state.fl.us	By Work Order	\$ 150,000.00	9/26/2012	9/25/2015
#E1M47-R0 Pipe Desilting, Cleaning, Video Inspection & Repair (Highlands/Okeechobee)	FDOT D1	Candace Day - (863) 385-6104 4722 Kenilworth Blvd., Sebring, FL 33870	By Work Order	\$ 145,000.00	4/23/2013	8/29/2015
#E5T23 Curb/Gutter, Desilting, Lining	FDOT D5	Richard Clements (321) 634-6090 719 W. Woodland Blvd., Deland, FL 32720 Richard.Clements@dot.state.fl.us	Project Type	\$ 843,172.30	1/5/2015	6/24/2015
B140185 CIPP Storm Water Pipe	Lee County	Samuel D. Uplike Jr. (239) 533-9416 - (239) 707-6988 Cell P.O. Box 398, FT Myers, FL 33902-0398 - Suplike@leegov.com	By Work Order	\$ 300,000.00	6/17/2014	6/17/2015
#E1K99 - Storm Drain Pipe Inspection/Repair	FDOT D1	Carlos Cabrera (941) 359-7317 Fax (941) 359-5646 carlos.cabrera@dot.state.fl.us	By Work Order	\$ 399,170.00	5/15/2012	6/30/2015
#11-050T Sewer Main Cleaning & Repairs	School Board of Broward County	Kay Lloyd (754) 321-0504	By Work Order	\$ 65,798.34	4/1/2011	3/31/2016
#E4P21 Removing & Disposing of Silt/Debris	FDOT D4	Stacy Golden (772) 465-7396 3601 Oleander Ave., Ft Pierce, FL 34982	Project Type	\$ 130,000.00	11/19/2013	6/7/2015
#10-5507 - Storm Drain Cleaning, Documenting & Repairs	Collier County	Stephen Carnel (239) 252-8371	By Work Order	\$ 250,000.00	12/14/2010	12/13/2014
#12-060 Sliplining Stormwater Pipelines	Polk County	Doug Gable (863) 535-2285 Fax (863) 534-7339 douggable@polk-county.net	By Work Order	\$ 724,259.00	5/1/2012	4/30/2015
ITB-DOT-11/12-7007SD - Storm Drain Video Inspection Services	FDOT D7	Daniel Lauricello (813) 975-6137 daniel.lauricello@dot.state.fl.us	By Work Order		5/30/2012	5/30/2015
Rehab of Culverts by CIPP & Sliplining	Habour Ridge POA	Russell Reed (772) 336-3000 13500 NW Gilson Rd., Palm City, FL 34990 R.Reed@hrycc.org	Project Type	\$ 359,026.00	5/19/2014	7/25/2014
70 Hour Post Storm Vac Truck/Dredger Svs	South Broward Drainage District	Joe Certain (954) 680-3337	By Work Order	\$ -	6/1/2012	6/1/2014
Storm Drain Cleaning, Documenting & Repairs	Sumter Landing Community Development District	Dave Burgess (352) 751-6713	By Work Order	By Work Order	6/1/2012	9/30/2014

Storm water Slip & CIPP Lining	Eaglewood HOA	Andy Pearson (772) 546-9439 8520 SE Eaglewood Way Hobe Sound, FL. 33455 ewgolf@bellsouth.net	Project Type	\$ 423,549.00	6/30/2014	9/30/2014
WWTP 2015-01 - C Plant	CSID		Project Type	\$ 32,500.00	2/2/2015	2/13/2015
#10-5523 Forest Lakes Cleaning & TV Inspection of Storm Water System	Collier County	Darryl Richard (239) 252-5775	By Work Order	\$ 50,000.00	8/24/2010	8/23/2014
#09-089/PR Drainage System Cleaning, Video Inspection & Repair	Palm Beach County Roads&Bridges	John Brand (561) 233-3960	By Work Order	\$ 448,536.00	12/29/2009	12/28/2014
#E5Q89 - Desilting Structures	FDOT D5	Steven Fisher (352) 620-3019	Project Type	\$ 121,000.25	11/18/2013	3/11/2014
#6711 - Cherry Estates Roadway & Structural Improvements	Lee County	Amy Hofschneider (239)533-5999 Fax (239) 485-5460 ahofschneider@leegov.com	Project Type	\$ 81,850.00	4/1/2014	7/9/2014
E5T04 - Lining & Cleaning US17/92	FDOT D5	Dwight Grube (386) 746-3482 Fax (386) 238-3195 dwight.grube@dot.state.fl.us	Project Type	\$ 1,542,225.80	5/23/2014	11/19/2014
#PRJ-509 Annual Repair/Maintenance of Water Control Structures	Northern Palm Beach County Improvement District	Jay Kneiss (561) 624-7830	By Work Order	By Work Order	10/1/2007	9/30/2014
Annual Diving Services	Northern Palm Beach County Improvement District	John Iles (561) 624-7830	By Work Order	By Work Order Unit Price Items	10/1/2009	9/30/2014
#14-012 Sewer Inspection, Cleaning & Repair	City of Marco Island	Bart Bradshaw (239) 389-5187 bbradshaw@cityofmarcoisland.com	Project Type	\$ 119,416.40	7/23/2014	10/22/2014
#E7J88 - Pipe Repair CIPP	FDOT D7	John D. Ellis (813) 975-6036	Project Type	\$ 144,735.40	7/30/2014	
CIPP/Sliplining	City of Vero Beach	Carol Shoaf (772) 978-5474 Fax (772) 770-6860 Cshaof@covb.org	Piggy Back Lee County Contract by Work Order		11/4/2014	6/17/2015
#2014-016 Georgia Ave Drainage Basin Outfall Improvement	City of Fort Pierce	Jack Andrews (772) 467-3000	Project Type	\$ 315,194.00	9/1/2014	10/30/2014
E2S88 - CIPP Lining	FDOT D2	Justine Sandlin (386) 623-0412 Justin.Sandlin@dot.state.fl.us Mark Hanna (386) 623-6639	Project Type	\$ 566,967.60	5/13/2014	
Drainage Rehab (Clean, TV, Sliplining & CIPP)	Eaglewood HOA	Andy Pearson (772) 546-9439	Project Type	\$ 57,285.00	1/6/2014	1/5/2015
#B-09-14 Storm Drainage System Cleaning Services	Town of Davie	Steve Rodgers (954) 797-1000	By Work Order	\$ 76,987.00	1/21/2009	1/20/2013
#10-C-343Trenchless Sanitary & Storm Sewer Rehabilitation	City of Largo	Larry Johnson - (727)507-4465 / Fax (727) 507-4476 - 5000 150 Ave North, Clearwater, FL 33760	By Work Order	\$ -	10/5/2011	9/30/2013
#Y0876206B1 - Multi District I&I Reduction Program Contract A	Broward County Water & Wastewater Engineering Division	Carlton Harris (954) 831-0907 Fax (954) 831-0925 CHarris@broward.org	By Work Order	\$ 3,252,117.00	9/13/2011	12/13/2013
#13-001 Canal A&B Enhancements	City of Greenacres	Terry A. Siegal (561) 642-2058	Project Type	\$ 432,941.02	4/15/2013	7/25/2013
Sea Oats Stormwater CMP CIPP Lining Project	Sea Oats of Juno Beach POA	Tom McCarthy Engineers (561)689-9500/(561)689-8080 Fax tmc@clarkmccarthy.com	Project Type	\$ 341,799.05	8/5/2013	11/5/2013
Culvert Slip-Lining Project in Southwest Ranches	South Broward Drainage District	Joe Certain (954) 680-3337	Project Type	\$ 18,347.00	10/21/2013	11/21/2013
WWTP Plant D Cleaning WWTP 2013-03	CSID	David McIntosh (954) 796-6677 davidm@fladistricts.com	Project Type	\$ 32,500.00	10/3/2013	11/2/2013
#PS007 Pasco Utility System I & I Removal & MH Rehab	Florida Governmental Utility Authority	Chris Couch (407)629-6900/(407)629-6963 Fax Ccouch@govmserv.com	By Work Order	\$ 480,973.35	1/11/2010	3/15/2013

#T0824710B1 - Clean, Inspect & Repair Water Control	Broward County Water Management	Carl Archie (954)831-0753/(954)831-3285 Fax carchie@broward.org	By Work Order	\$ 541,690.00	10/14/2010	10/13/2012
#CS 012 & LE 015 I & I Projects	Florida Governmental Utility Authority	Chris Couch (407) 629-6900 Fax (407) 629-6963 Ccouch@govmserv.com	Project Type	\$ 13,390.00	4/22/2013	6/20/2013
IFB 13-004 Modification of Existing Culvert @ SW 130th Ave. & SW 52 St.	Town of Southwest Ranches	GD Nabong - (954) 434-0008	Project Type	\$ 48,902.00	5/9/2013	6/30/2013
Hollybrook Outfall Culvert Repair Project	South Broward Drainage District	Joe Certain 6591 SW 160 Ave., Southwest Ranches, FL 33331(954) 680-3337 / (954) 680-3339 joe@sbdd.org	Project Type	\$ 74,550.00	3/11/2013	6/11/2013
#E5Q11 - FIN#419939172303 Routine Desilting pipes & structures	FDOT D5	Mark Harper (321) 690-3250 Fax (321) 634-6590 Mark.Harper@dot.state.fl.us	Project Type	\$ 139,600.00	8/1/2011	7/31/2013
#09-71MK Clean, Televis, Test, Seal Grouting and Insitu Point Repair of Mainline Sewers	City of Sarasota	Alex Hernandez (941) 650-6974	By Work Order	\$ 119,800.00	1/19/2010	1/18/2013

SHENANDOAH

CONSTRUCTION

Corporate Office
1888 N W 22 Street
Pompano Beach, FL 33069
(954) 975-0098 - Fax (954) 975-9718

Port St. Lucie Office
1107 Angle Rd., Ft Pierce, FL 34947
(772) 370-2882 - Fax (772) 879-9462

Ft. Myers Office
2530 Highland Ave., Ft Myers, FL 33916
(239) 337-9385 - Fax (239) 337-9386

SHENANDOAH CONSTRUCTION has provided quality service in the trenchless construction industry for over 40 years. We are equipped with 25 hydraulic cleaning trucks, 9 telespection trucks (5 of which have test and seal capability), Excavators, Backhoes, and Specialty Equipment, all under the direction of our experienced support staff consisting of managers, estimators and superintendents. Our Pompano Beach, Port St. Lucie and Ft. Myers locations allows our company to serve a wide variety of markets from Jacksonville to Key West. In addition, we have the capability to mobilize our crews to provide service well beyond our target area. Over the years our focus has been to keep up with the changing technologies in the industry to provide better service to our customer.

Currently we are working with municipalities such as, Broward County, FDOT Districts 1, 2, 4, 5, 6 & 7, Collier County, City of Sarasota, Northern Palm Beach County, Town of Wellington, City of West Palm Beach, City of Fort Pierce, and St. Lucie County.

We work closely with a variety of Companies and Contractors throughout Florida. Each customer has a specific need to be met whether it is controlling ground water infiltration coming into a sanitary sewer collection system, cleaning and evaluating a storm water system that is causing flooding in a community that can lead us into rehabilitation to a deteriorating system and a large variety of other specialty work which includes: repair and/or replacement of utilities.

In addition, we provide many types of commercial Diving services, including: pipe inspection, welding, cutting, cofferdam, rigging, construction, power plant etc.

We are also authorized installers of the patented Sectional Liners. Sectional Liners can be used to repair specific problems instead of repairing or replacing the entire pipe. Using Sectional Liner, pipelines can be inspected and repaired quickly at a fraction of the cost of alternative methods, all without the inconvenience of conventional excavation or manhole-to-manhole repair systems.

THE FOLLOWING IS A LIST OF SERVICES PROVIDED BY SHENANDOAH CONSTRUCTION

*** PIPE VIDEO INSPECTION**

*** PIPE SEALING & MANHOLE GROUTING**

*** PIPE SECTIONAL LINERS**

*** PVC PIPE SAG REMOVAL**

*** MAINLINE AND LATERAL REHABILITATION**

*** ALL SIZE PIPE AND CULVERT CLEANING**

*** CURED-IN-PLACE LINING**

*** COMMERCIAL DIVING SERVICES**

*** PIPE AIR & SMOKE TESTING**

*** MANHOLE REHABILITATION**

*** PIPE SLIPLINING**

*** STORM DRAINAGE INVESTIGATION \ EVALUATION**

*** PLUG INSTALLATION, AND DEWATERING**

*** UNDERGROUND EXCAVATION/POINT REPAIRS**

Daniel J. DiMura
2231 N. Conference Dr.
Boca Raton, FL 33486
(561) 395-8394

Work Experience

Shenandoah General Construction Company

Vice President (1996 – Present)

Responsible for the overall operations of the company, an underground trenchless rehabilitation company. Duties include: scheduling, quality control, trouble shooting and implementing improved methods of trenchless rehabilitation, as well as new business development. Serves as a liaison between engineers, vendors and clients.

U.S. Concrete Products Corp. (Formerly Pompano Precast Corp.)

General Manager (1985 – 1996)

Responsible for the overall operations of the company, a manufacturer of precast reinforced concrete structures for underground utility and roadway construction. Duties include: production scheduling, quality control, trouble shooting, and implementing improved methods of manufacturing operations, as well as new business development. Serve as company liaison between engineers, vendors and clients. Assisted in the design of automated project drawings generated via CAD to increase efficiency.

Superintendent (1980 – 1985)

Supervised field and plant operations, ensuring that work was performed according to specifications. Administered personnel training and placement. Directly involved in the construction of new precast concrete plant, including the installation of a batch plant system and overhead crane systems.

W. Jackson and Sons Construction Company

(1979 – 1980)

General construction ranging from underground utilities to residential and commercial structures. Specialty projects included the City of Margate Water & Water Treatment Plant modifications. Completed a variety of fieldwork projects (e.g. MH rims & invert installations, concrete form work, and pipe installations).

Education

St. Petersburg Community College Clearwater, Florida	1976 – 1977	Business Administration
Largo High School Largo, Florida	1976	Graduated

Continued Education

NASSCO		
PACP Certification	2007	Certificate#04-5536
MACP Certification	2007	Certificate#04-5536

Career Skills / Knowledge

- ◆ Underground Utility
- ◆ Construction Scheduling
- ◆ Quality Control Management
- ◆ Safety Management
- ◆ Tech Support / Troubleshooting
- ◆ PACP Certified
- ◆ General Management
- ◆ Project Estimating
- ◆ Cost Control Management
- ◆ Client Development / Relations
- ◆ Computer Applications
- ◆ Equipment Purchases
- ◆ PACP Certified Trainer

Anthony Guglielmi

1888 NW 22 Street

Pompano Beach, FL 33069

Anthony@shenandoahconstruction.com

Project & Work Experience

February 2013 to Present

Shenandoah General Construction Company – Pompano Beach, FL

Project Manager

- Responsible for all slip lining and dig up repairs.
- Negotiate monthly payment requisitions with subcontractors
- Negotiate and value engineer with clients to obtain the best price for Shenandoah.
- Weekly and monthly reporting of project status to upper management.
- Strong leadership, negotiation, and business development skills specializing in Underground Utilities.

April 2010 to 2013

Dragados USA, Inc. – I595 Utilities Manager – Davie, FL

- Responsible for all Utility Relocations, Negotiations, and agreements with Utility Owners for the largest roadway improvement project in the State of Florida.
- Responsible for controlling a budget of \$23M and formulating periodic economic projections.
- Negotiate monthly payment requisitions with subcontractors
- Negotiate and value engineer with Utility owners to obtain the best price for Dragados-USA.
- Weekly and monthly reporting of Utility status to upper management.
- Responsible for all I.T.S (Intelligent Transportation System) planning and installation by way of Dragados-USA self performance.
- Strong leadership, negotiation, and business development skills specializing in Underground Utilities.
- Manage all roadway construction related to FL Turnpike Construction with inter-change to I595

August 2006 to April 2010

Globe Tec Construction LLC. – Project Manager/Superintendent- Deerfield Beach, Florida

- Successfully managed all aspects of Utility projects throughout South Florida.
- Led a total of six (6) Water Main, Gravity Sewer, and Pressure pipe, and roadway projects simultaneously ranging from 2 million to 10.5 million all in which were completed ahead of schedule and under budget for the City of Ft. Lauderdale
- Developed a strong relationship with the owners in which gained the company with repeated projects, due to past project performance and credibility.
- Obtained the company letter of recommendation from City governing officials.
- Specialized in the management, planning and execution of the installation of pipe sizes ranging from 2" up to 72" (PVC, DIP, RCP, CIPCP, Price Brothers and Hobas Pipe)
- Extremely Knowledgeable in the process of Directional Boring in which all projects were completed on time and ahead of schedule for different municipalities (City of Fort Lauderdale, City of Cocoa Beach, City of Plantation).
- Successfully completed a project never attempted in the state of Florida which was the installation of 3,500 LF of Gravity Sewer via Directional Boring method for the City of Ft. Lauderdale.
- Planned and managed Micro-Tunnel Operations for a 66" crossing I-95 in Cocoa Beach Florida at a length of 350' long.
- Successfully completed a 4.5 million dollar Storm-Sewer and drainage project for the City of Sweetwater on-time and under budget. Pipe sizes ranged from 18" to 60".
- Responsible for controlling a budget of up to 50 Million dollars

- Estimated Utility projects in the state of Florida and Caribbean Basin
- Reported project status to the corporate offices on a monthly basis

September 2004 to August 2006

Kiewit Southern Co. – Roadway Engineer/Superintendent – Sunrise, Florida

- Oversaw the construction of all drainage and Roadway for this 7.25 Million dollar FDOT project in the City Of Miami Beach.
- Supervised a total of (3) drainage crews in which installed 7500 LF of 24” and 36” French Drain and the installation of all Drainage structures and transverse 18” CMP drainage.
- Planned all drainage, roadway, and dewatering activities and prepared all hazard analysis in which were utilized on the execution of activities.
- Prepared and negotiated all subcontracts and purchase orders for roadway and drainage portions of the project.
- Due to strategic planning this project was able to obtain an early completion bonus on the early completion of Roadway and Drainage.

August 2000 to August 2004

Kiewit Construction- Project Engineer/Quality Control- Boston, Massachusetts

- Worked on the South Boston Interchange portion of Boston’s “Big Dig” project in which I was in charge of all concrete ordering and Quantities.
- Played an important role, in the preparation of contract submittals, RFI’s Change orders and Notice to Owner, Purchase Orders, and negotiations with vendors and subcontractors.
- Led all temperature control monitoring for concrete placement and reporting to the owner on a daily basis.
- Led all concrete quantities and ordering for the North Tower of the William Zakim Bridge (Widest Cable stayed Bridge in the World)
- Assisted the utilities superintendent with daily crew operations for the installation of electrical duct banks, small drainage and structures.
- Conducted safety hazard analysis and weekly safety toolbox meetings.

Education/ Certificates

Wentworth Institute of Technology- Construction Management
 Florida Certified General Contractor’s License CGC1524099
 Masconomet High School
 Caterpillar Equipment Training Program
 Certified Storm water Management Inspector (State of Florida) #12814
 ATSSA M.O.T Certified (Advanced)

Other

- Knowledgeable with Microsoft Project
- Exceptional negotiating, people, and business development skills
- Ability to recognize new market sectors for the companies benefit
- Solid knowledge of Underground Utilities

Languages

English
 Beginner Spanish

Louis J. Woska

1888 NW 22 Street, Pompano Beach, FL 33069

Phone: 772-479-8318

E-Mail: L.Woska@shenandoahconstruction.com

Work History

- | | | |
|--------------|--|---|
| 2014–Present | Shen-Line LLC a Shenandoah Company | Pompano Beach, Florida |
| | Vice President of Operations | |
| | | <ul style="list-style-type: none">• Responsible for client contact regarding sales and marketing of new projects• Responsible for the development of new clients and projects• Development and implementation of project specific specifications to enable successful bidding and awarding of projects |
| 2005-2014 | Miller Pipeline Corporation | New Smyrna Beach, Florida |
| | South Region Manager Municipal Services Division | |
| | | <ul style="list-style-type: none">• Responsible for client contact regarding sales and marketing of new projects• Responsible for the development of new clients and projects• Development and implementation of project specific specifications to enable successful bidding and awarding of projects• Responsible for the Business Development of the Southeast taking operation from 3.5 million dollars a year to 11.5 million dollars a year |
| 2002-2005 | Miller Pipeline Corporation | New Smyrna Beach, Florida |
| | Superintendent | |
| | | <ul style="list-style-type: none">• Supervise in all phases of sewer rehabilitation jobs from 6" to 72" diameter pipe including planning, scheduling, and managing multiple projects at multiple locations• Manage and support subcontractors to deliver the defined results on time and within budget while providing full documentation of all work performed• Responsible for all client interaction regarding work progress, scheduling and delivering project results on or before scheduled due dates• Responsible for proficient cost effective management of project spending to maintain all project and overall budgets while producing the highest quality results possible |
| 1997-2002 | Griner's Pipeline Services a Division of ADS Environmental Corporation | Mount Dora, Florida |
| | Superintendent | |
| | | <ul style="list-style-type: none">• Responsible for material ordering, delivery, and installation• Performed training of assigned personnel in rehabilitation procedures and all safety maneuvers• Oversee and execute the layout and implementation of cleaning and televising operations, lining installation, re-instatement of house connections and final taping of installed liner |
| 1996-1997 | Wade Contractors | Linden, New Jersey |
| | By-Pass Foreman | |
| | | <ul style="list-style-type: none">• Supervised layout and zoning of by-pass systems• Supervised various watermain lining jobs• Responsible for quality control regarding water testing before and after watermain work• Responsible for all aspects of project including troubleshooting any and all problems |

- 1992-1996 Creamer Bros., Inc. (J. Fletcher Creamer & Sons) Hackensack, New Jersey
Lining Foreman
- Supervised all phases of sewer rehabilitation jobs from 6" to 24" diameter pipe
 - Trained all personnel and oversaw the layout and execution of cleaning and televising operations, lining installation, re-instatement of house connections and final taping of installed liners.
 - Responsible for sustaining project progress including quickly troubleshooting problems to uphold project schedules
 - Responsible for cost effective management of project budgets

SKILLS

- Fully qualified in all phases of managing and installing AM-Liner, U-Liner, Miller EX-Pipe, Ultraliner, ADS N-12, Danby Liner, Paltem Liner, and Lansom Vylon Liners, CIPP Liners
- Experienced in the management and installation of various forms of slip liners and CIPP sectional liners
- Experienced in chemical grouts including application and removal
- Thoroughly acquainted with all equipment required for pipeline rehabilitation
- Fully qualified in management, training, and motivation of field personnel to achieve project goal at or before scheduled dates

EDUCATION

- 1975-1977 United States Navy Lakehurst, New Jersey
ABF "A" School with a Major in Pipeline Operations-Fuel
- 1979-1981 Williamsport Area Community College Williamsport, Pennsylvania
Major of Study - Plumbing and Heating

Garret Kulp

1888 NW 22 Street, Pompano Beach, FL 33069 (772) 834-1455 G.Kulp@shenandoahconstruction.com

Work Experience

Superintendent

Feb 2014 to Present; Shen-Line LLC a Shenandoah Company - Pompano Beach, FL

Supervisor Lining Crews

Oversee Contract Execution, preliminary preparation for new project

Communicate with customers

Oversee the Installation of cured in place pipe liner 8" to 84"

Foreman

Jan. 2008 to Feb 2014; Miller Pipeline, Inc.; New Smyrna Beach FL

Contract execution

Communicate with customers

Cleaning and measurement of pipe for rehabilitation

Install cured in place pipe liner 8" to 84"

Reestablish service connections, Pre and post video, Equipment repair, Operation of boiler, cctv, vac trucks, By pass pump set up, Order liner, Road cuts and repair, Specialty inversion tower set ups

Shop and Crusher Foreman

March 2007 to Jan. 2008; Glider Hauling; Jacksonville, FL

Day to day operation of rock crushers

Truck and heavy equipment repair (electrical, hydraulic, diesel motors)

Fabrication and welding, Heavy equipment operation, Land clearing, Grade work

Foreman

Nov. 2005 to March 2007; W.R. Townsend Contracting; Jacksonville FL

Day to day operation of rock crushers

Heavy equipment operation

Heavy equipment repair [electrical, hydraulic, diesel motors]

Fabrication and welding, Demolition, Roll-off containers, Land clearing, Dirt work

Foreman

Feb. 2005 to Nov. 2005; Insituform Technologies; Jacksonville FL

Cleaning and inspection of pipe to be lined

Line and measurement and ordering liner

Installation of liner from 8" to 84" water inversion and cure

Cut out, Reestablish service connections, Pre and post tape, By pass set up [digging in and removal of HDPE], Wet out, Equipment repair

General Superintendent

July 2003 to Feb. 2005; Southeast Land Developers Inc; Jacksonville FL

Job site oversight [utilities, surveying, clearing, dirt work, paving]

Scheduling of sub contractors, Material ordering, Billing and expenditures, Contract execution

Equipment purchases, Oversight of shop and equipment repair

Staffin C. Zebarth

Education

1990 – 1994 BS Economics, University of Florida Gainesville, FL
Trenching & Excavation Safety Course – Competent Supervisor
Stephen's Technologies Training Seminar on Sectional Liners

Professional experience

2002 – Present

Shenandoah General Construction Company Pompano Beach, Florida

Project Manager / Underground Contractor

- Development of relationships with existing and new clientele
- Oversee and schedule 17 crews on a daily basis.
- Manage ongoing projects
- Estimate projects
- Focus on trenchless underground maintenance and repairs to storm and sanitary sewer

October 2001 – December 2001 - SunTrust Bank – Ft Lauderdale, Florida

Investment Associate

- Aided two portfolio managers oversee \$650 million in Private Client Trust Funds
- Portfolio analysis, individual stock analysis, tax ramifications, review of trust documentation, client presentations all used in decision making process

January 1995 – October 2001 – Prudential Securities – New York, NY & Boca Raton, FL

Financial Advisor

- Development of relationships with high net worth individuals and small to mid-sized corporations with a focus on tax advantaged investing
- Estate and retirement planning through professional money managers, mutual funds, individual stocks, bonds and insurance

May 1993 – July 1993 – Lehman Brothers – New York, NY

Sales Associate

- Aided one President-Investments develop clientele with a minimum of 250K in equities and net worth of one Million or more
- Concentration in equities

Underground Contractors License #CUC1223821 State of Florida

Licenses

References

Mr. Jeffrey Kanter – Sr. VP Manager Prudential Securities
5355 Town Center Rd., #600, Boca Raton, FL 33486 (561-) 394-7510

Mr. Thomas Jackson
956 Hyacinth Dr., Delray Beach, FL 33483 (954) 975-0098

Mr. Anthony Wiggins – Contracts Agent Collier County
4800 Dan's Blvd., Naples, FL 33404 (239) 774-8924

Work Experience (Continued)**Foreman**

Nov. 2001 to July 2003; W.R. Townsend Contracting; Jacksonville FL

Day to day operation of rock crusher

Heavy equipment operation

Heavy equipment repair [electrical, hydraulic, diesel motors]

Fabrication and welding, Demolition, Roll off containers, Land clearing, Dirt work

Installation of quick couplers and bucket retrofit

Operator

May 1999 to Nov. 2001; Earth Works of Northeast FL

Loader operator, Excavator, Burner, Bulldozer

Education

Fitch Senior High School; Groton CT

1980 to 1984

GED

Certifications

Class B Commercial Driver's License with tanker

Department Of Environmental Protection Storm Water Management

Competent Person

Lock out Tag out

Power safe power station safety

JEA Leadership Development

JEA Safety Orientation Course {NCCER}

Confined Space Entry

1888 NW 22 Street
Pompano Beach, FL 33069

(954) 975-0098
(954) 975-9718

Leonard Jaglarski

Experience

2006-Present Shenandoah General Const. Co. – Pompano Beach, FL

Superintendent

- Manages lining, Clean & Televising, and Grout projects
- Oversee and Install Sectional Point Repairs
- Estimates projects

2001-2006 American Water Services – Ft Lauderdale, FL

Superintendent

- Manages lining, televising and grout projects
- Oversee and Install Sectional Point Repairs
- Estimates projects

1997-2001 Insituform Technologies – Jacksonville, FL

Superintendent

- Manages lining, televising and grout projects
- Oversee and Install Sectional Point Repairs
- Estimates projects

1991-1997 Madsen Barr – Miami, FL

TV Truck Operator / Tap Cutter

- Installation of CIPP Liners, Sectional Liners
- Operate TV Truck pre and post lining video taping

Education

1980–1983 Danville Community College Danville, IL

- Vocational HVAC
- Business

Certifications & Organizational Interest

- PACP Certified
- NUCA
- PADI Certified Diver

Organizational Profile

Shenandoah General Construction Company
1888 NW 22 Street
Pompano Beach, FL 33069
(954) 975-0098
(954) 975-9718 Fax
No other name affiliated – Past or Current

Daniel DiMura, Vice President
(954) 975-0098
D.DiMura@shenandoahconstruction.com

80 Employees
\$ 21,000,000 Annual Sales

Start of Business – December 21, 1976 – 42 Years in Florida

All employees are trained and qualified in their positions, including being certified in confined space entry and CPR. Our Pompano Beach Facility's employees live in the tri county areas of Broward, Miami-Dade and Palm Beach.

Contracts On Hand – See Attached

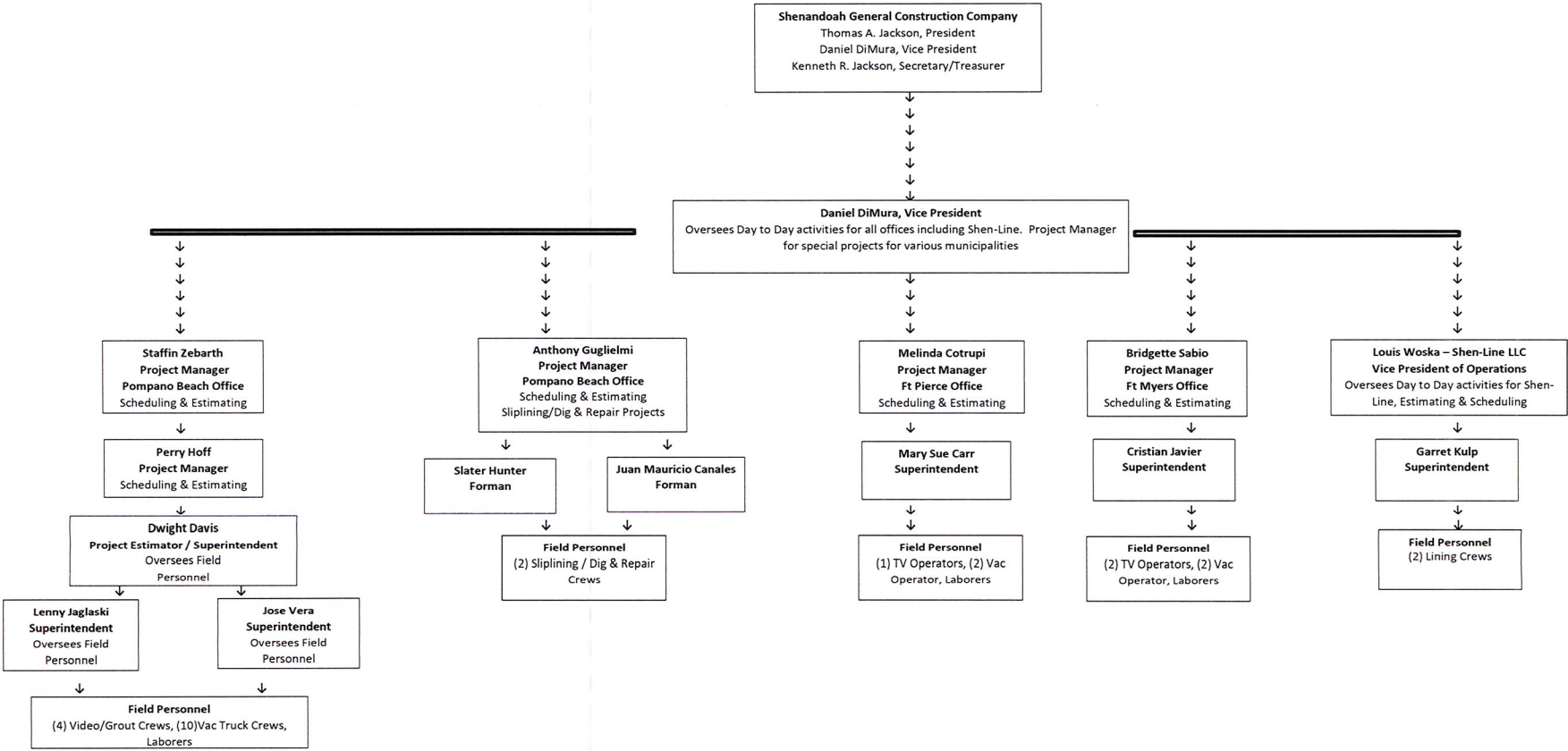
Organizational Chart – See Attached

Contracts on Hand						
Project Name & Number	Owner	Contact Name/Phone/Email/Address	Project Type	Contract Amount	Start Date	Completion Date
Contract #15-106C - Piggyback Broward County School Board	South Martin Regional Utilities Town of Jupiter Island	Deb Sperco (772) 546-6259 P.O. Box 395, Hobe Sound, FL 33475 dsperco@tji.martin.fl.us	By Work Order	\$ -	3/12/2018	6/17/2018
#16-17-141 Rental of Vac Trucks	City of West Palm Beach	Stephen Hunter (561) 822-2068 P.O. Box 3366, West Palm Beach, FL 33402 -Hunter@wpb.org	By Work Order	Open PO	1/2/2018	1/1/2021
#16-17-141 Rental of Vac Trucks	City of West Palm Beach	Michael Tranchese (561) 718-4517 P.O. Box 3366, West Palm Beach, FL	By Work Order	Open PO	12/7/2017	12/6/2020
10 Pack Structure A Rehab & Modification/10 Pack Structure B Rehab & Demolitiona	St Johns River Water Management District	Hector Herrera (386) 329-4469 P.O. Box 1429, Palatka, FL 32178-1429 HHerrera@sjrwmd.com	Project Type	\$ 968,955.00	11/28/2017	7/30/2018
RFP-17-06-PW Master Service Agreement Stormwater Maintenance & Repair	Town of Ft Myers Beach	Amy Baker (239) 765-0202 x1401 2525 Estero Blvd., Ft Myers Beach, FL 33931 amy@fmbgov.com	By Work Order	\$ 150,000.00	6/15/2017	6/14/2020
Piggy Back WPB 1415119	City of Delray Beach	Scott Solomon (561) 573-0470 / (561) 243-7314 Fax - 434 S. Swinton Ave., Delray Beach, FL 33444 Solomon@mydelraybeach.com	By Work Order	\$ 1,100,000.00	5/1/2017	9/20/2018
BE282 - ITB-DOT-16/17-8001-GB - Storm Video Inspection	FDOT TP	Erin T. Yao (407) 264-3479 Florida's Turnpike Milepost 263, Bldg 5315, Ocoee, FL 34761 - erin.yao@dot.state.fl.us	By Work Order	\$ -	11/7/2016	11/7/2021
16-44DD Smoke Testing & MH Inspection	City of Sarasota	Alex Hernandez (941) 650-6974 Fax (941) 329-6155 - 111 S. Orange Ave., Sarasota, FL 34230 Alex.Hernandez@sarasotagov.com	By Work Order	\$ 51,100.00	10/18/2016	10/18/2019
Contract #1735-C - Piggy Back West Palm Beach	City of Vero Beach	Carol Shoaf (772) 978-5470 / Fax (772) 770-6860 - P.O. Box 1389, Vero Beach, FL 32961 CShoaf@covb.org	By Work Order	\$ -	9/28/2016	9/21/2018
Piggy Back School Board of Broward County	Palm Beach County School Board	Dennis Messerli (561) 434-8507 3300 Forest Hill Blvd. #A323, WPB, FL 33406 Dennis.Messerli@palmbeachschools.org	By Work Order	\$ -	6/6/2016	6/17/2018
70 Hour Post Storm Vac Truck/Dredger Services	South Broward Drainage District	Joe Certain (954) 680-3337 6591 SW 160 Ave., SWR, FL 33331 joe@sbdd.org	By Work Order	\$ -	7/11/2016	7/10/2018
E1P73-R0 Pipe Desilting, Video & Repair	FDOT D1	Carlos Cabrera (941) 359-7317 Fax (941) 359-5646 carlos.cabrera@dot.state.fl.us	By Work Order	\$ 875,980.00	6/24/2016	7/20/2018
Piggy Back Broward Co. School Board #15-106C	City of North Miami Beach	Lera Flowers - 17050 NE 19 Ave., North Miami Beach, FL 33162 (305) 957-3629 - lera.flowers@citynmb.com	By Work Order	\$ 75,000.00	5/16/2016	6/17/2018
Vac Services C16-04-209	St. Lucie County	Ron Robert (772) 462-1631 2300 Virginia Ave., Ft Pierce, FL 34982	By Work Order	\$ 50,000.00	10/1/2016	9/30/2018
B160050 Storm Water Drainage Pipe Lining	Lee County	Ehab Guirguis, P.E. (239) 533-9403 - (239) 707-6988 Cell P.O. Box 398, FT Myers, FL 33902-0398 - eguirguis@leegov.com	By Work Order	\$ 750,000.00	3/1/2016	2/28/2019
2016-01 Plant E Tank Cleaning	CSID	David McIntosh - (954) 796-6614 10300 NW 11 Manor, Coral Springs, FL 33071 - DavidM@csidfl.org	Project Type	\$ 225,500.00	3/14/2016	4/28/2021
E4R36-R0 - Clean, Video & Repair Leaks	FDOT D4	Mike Dawson 1-561-370-1156 Michael.Dawson@dot.state.fl.us David Praisler 954-695-4136 David.Praisler@dot.state.fl.us	By Work Order	\$ 620,000.00	3/30/2016	7/20/2019
Districtwide Storm Sewer Inspection RFPDOT15/16-4006PM	FDOT D4	Ruben Rodriguez (954) 777-4140 3400 W. Commerical Blvd., Ft Lauderdale, FL 33309 Ruben.Rodriguez@dot.state.fl.us	By Work Order	\$ 380,000.00	2/5/2016	2/4/2019

E6K08-R0 -Inlet & Pipe Cleaning	FDOT D6	Brian K. Jimmerson - 14655 SW 122 Ave., Miami, FL 33186 (305) 640-7200 Brian.Jimmerson@dot.state.fl.us	By Work Order	\$ 1,200,000.00	1/19/2016	1/17/2019
E6K04-R0 -Inlet & Pipe Cleaning	FDOT D6	Alex Perez - 1773 NE 20t St., N Miami Beach, FL 33176 (305) 640-7197 Alex.Perez@dot.state.fl.us	By Work Order	\$ 450,000.00	12/9/2015	1/16/2019
2015-035 - Culvert, Catch Basin & Drainage Cleaning	City of Lauderhill	Charlie Cuyler (954) 730-2960 - 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 - ccuyler@lauderhill-fl.gov	By Work Order	\$ 337,300.00	9/21/2015	9/20/2018
ITB 14-15-119 Master Contract Sanitary Sewer & Stormwater Rehab & Infrastructure Repair	City of West Palm Beach	Jay Kwag (561) 758 -1787 HJKwag@wpb.org 401 Clematis St., WPB, FL 33401	By Work Order	\$ 900,000.00	9/21/2015	12/31/2019
#15-106C Storm Sewer & Sewer Main Cleaning & Repairs	School Board of Broward County	Philip D. Kaufold (754) 321-0541	By Work Order	\$ -	6/18/2015	6/17/2019
ITB DOT 14/15-7013LV District 7 Storm Drain Video Inspection Services	FDOT D7	Daniel Lauricello (813) 975-6137 11201 North McKinely Dr., Tampa, FL 33612 daniel.lauricello@dot.state.fl.us	By Work Order	\$ -	5/29/2015	5/29/2020
E4Q47-R0 - Clean Drainage Structures in PBC	FDOT D4	Stephanie Torres (561) 370-1156 7900 Forest Hill Blvd., WPB 33413 Stephanie.Torres@dot.state.fl.us	By Work Order	\$ 750,000.00	4/9/2015	6/7/2018
ITB 003-15/DZ - Annual Drainage Infrastructure Inspection, Cleaning & Repair	Village of Wellington	Bill Conerly (561) 791-4045 bconerly@wellingtonfl.gov 12300 Forest Hill Blvd., Wellington, FL 33414	By Work Order	\$ -	3/24/2015	3/24/2019
15-6363 Storm Drain Maintenance	Collier County	Collier County Board of Commissioners, PO Box 413016, Naples, FL 34101 – (239) 252-8924	By Work Order	\$ -	2/24/2015	2/23/2019
General Services PreQualifications	Northern Palm Beach County Improvement District	Jay Kneiss (561) 624-7830 359 Hiatt Dr., Palm Beach Gardens, FL 33418 jared@npbcid.org	By Work Order	\$ -	10/1/2014	Until Cancelled by either party
IFB#122193KR Clean, TV & Assessment of Sanitary & Stormwater Systems	Sarasota County	David Cash (941) 861-0578 / Fax (941) 861-0986 - 1001 Sarasota Ctr Blvd., Sarasota, FL 34240 - dcash@scgov.net	By Work Order	\$ 1,500,000.00	5/20/2014	5/19/2019



Organizational Chart



PERFORMANCE SURVEY FORM

ATTACHMENT J

Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .	
RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance	
To be completed by the Client <u>only</u> .	
Client Company Name:	School Board of Broward County
Point of contact:	Kerry Riggs
Phone Number:	954-675-3016
Email Address:	Kerry.Riggs@browardschools.com
Proposer's Company Name (who listed your company as a reference):	Shenandoah General Construction Company
Client representative providing the reference (name and title):	Margaret Lary, Controller
Phone number of individual providing the reference:	954-975-0098
Email address of individual providing the reference:	Margaret.Lary@shenandoahconstruction.com
Date(s) of Service:	6/18/15 to 6/17/19
Annual Aggregate Dollar Amount of Service:	\$ 191,226.50
Insert YOUR RATINGS in this column	Please evaluate the performance of the Proposer noted above using the following scales: 0 = Do Not Hire (our company would not hire them again) 1 = Poor (Does Not Meet Minimum Standards) 2 = Fair (barely meets minimum standards) 3 = Average (meets minimum requirements) 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations) 5 = Excellent or Outstanding (always exceeds your expectations)
	1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.
	2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.
	3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.
	4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.
	5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.
	6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.
	7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.
	8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.
	9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.
	10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?
	COMMENTS: Are there any additional comments you would like to add? _____

PERFORMANCE SURVEY FORM

ATTACHMENT J

	Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .	
	RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance	
	To be completed by the Client <u>only</u> .	
Client Company Name:	Jackson Land Development LLC	
Point of contact:	Ed Foss	
Phone Number:	954-973-3060	
Email Address:	Ed.Foss@jacksonld.com	
Proposer's Company Name (who listed your company as a reference):	Shenandoah General Construction Company	
Client representative providing the reference (name and title):	Margaret Lary, Controller	
Phone number of individual providing the reference:	954-975-0098	
Email address of individual providing the reference:	Margaret.Lary@shenandoahconstruction.com	
Date(s) of Service:	05/13/09 - 06/15/18 - Numerous Jobs	
Annual Aggregate Dollar Amount of Service:	\$ 1,191,066.09	
Insert YOUR RATINGS in this column	Please evaluate the performance of the Proposer noted above using the following scales:	
	0 = Do Not Hire (our company would not hire them again)	
	1 = Poor (Does Not Meet Minimum Standards)	
	2 = Fair (barely meets minimum standards)	
	3 = Average (meets minimum requirements)	
	4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)	
	5 = Excellent or Outstanding (always exceeds your expectations)	
	1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	
	2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.	
	3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.	
	4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.	
	5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.	
	6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.	
	7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.	
	8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	
	9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.	
	10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	
	COMMENTS: Are there any additional comments you would like to add? _____	

PERFORMANCE SURVEY FORM

ATTACHMENT J

Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .	
RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance	
To be completed by the Client <u>only</u> .	
Client Company Name:	Trio Development
Point of contact:	Larry Shortz
Phone Number:	954-971-2288
Email Address:	Alicia@triodevelopment.com
Proposer's Company Name (who listed your company as a reference):	Shenandoah General Construction Company
Client representative providing the reference (name and title):	Margaret Lary, Controller
Phone number of individual providing the reference:	954-975-0098
Email address of individual providing the reference:	Margaret.Lary@shenandoahconstruction.com
Date(s) of Service:	01/01/85 - 06/15/18 - Numerous Jobs
Annual Aggregate Dollar Amount of Service:	\$ 307,396.04
Insert YOUR RATINGS in this column	<i>Please evaluate the performance of the Proposer noted above using the following scales:</i> 0 = Do Not Hire (our company would not hire them again) 1 = Poor (Does Not Meet Minimum Standards) 2 = Fair (barely meets minimum standards) 3 = Average (meets minimum requirements) 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations) 5 = Excellent or Outstanding (always exceeds your expectations)
	1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.
	2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.
	3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.
	4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.
	5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.
	6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.
	7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.
	8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.
	9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.
	10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?
	COMMENTS: Are there any additional comments you would like to add? _____

PERFORMANCE SURVEY FORM

ATTACHMENT J

	Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .		
	RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance		
	To be completed by the Client <u>only</u> .		
Client Company Name:		Village of Wellington	
Point of contact:		Bill Conerly	
Phone Number:		561-791-4045	
Email Address:		BConerly@wellingtonfl.gov	
Proposer's Company Name (who listed your company as a reference):	Shenandoah General Construction Company		
Client representative providing the reference (name and title):	Margaret Lary, Controller		
Phone number of individual providing the reference:	954-975-0098		
Email address of individual providing the reference:	Margaret.Lary@shenandoahconstruction.com		
Date(s) of Service:	3/24/15 - 3/24/19		
Annual Aggregate Dollar Amount of Service:	\$ 1,249,753.95		
Insert YOUR RATINGS in this column	Please evaluate the performance of the Proposer noted above using the following scales:		
	0 = Do Not Hire (our company would not hire them again)		
	1 = Poor (Does Not Meet Minimum Standards)		
	2 = Fair (barely meets minimum standards)		
	3 = Average (meets minimum requirements)		
	4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)		
	5 = Excellent or Outstanding (always exceeds your expectations)		
	1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.		
	2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.		
	3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.		
	4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.		
	5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.		
	6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.		
	7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.		
	8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.		
	9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.		
	10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?		
	COMMENTS: Are there any additional comments you would like to add? _____		

PERFORMANCE SURVEY FORM

ATTACHMENT J

Please email to ehunt@broward.edu this form once completed in PDF format prior to 2:30:00 p.m. on June 21, 2018 .	
RFP-2018-167-EH - Storm Drain Cleaning, Repairs and Maintenance	
To be completed by the Client <u>only</u> .	
Client Company Name:	South Broward Drainage District
Point of contact:	Joe Certain
Phone Number:	954-680-3337
Email Address:	Joe@sbdd.org
Proposer's Company Name (who listed your company as a reference):	Shenandoah General Construction Company
Client representative providing the reference (name and title):	Margaret Lary, Controller
Phone number of individual providing the reference:	954-975-0098
Email address of individual providing the reference:	Margaret.Lary@shenandoahconstruction.com
Date(s) of Service:	1/1/2000 - Current - Numerous Projects
Annual Aggregate Dollar Amount of Service:	\$ 443,338.22
Insert YOUR RATINGS in this column	<i>Please evaluate the performance of the Proposer noted above using the following scales:</i> 0 = Do Not Hire (our company would not hire them again) 1 = Poor (Does Not Meet Minimum Standards) 2 = Fair (barely meets minimum standards) 3 = Average (meets minimum requirements) 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations) 5 = Excellent or Outstanding (always exceeds your expectations)
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	
2. PERSONNEL: Regarding the performance & workmanship of company personnel. Please rate.	
3. TIMELINESS / RESPONSIVENESS: Was the company's timeliness & responsiveness satisfactory to your entity's needs? Please rate.	
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above & beyond project requirements, i.e., within reason, without altering specification? Please rate.	
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed & resolved promptly? Please rate customer service.	
6. DEADLINES / MILESTONES / BUDGET: Was company able to meet service delivery schedule and/or perform service to meet established deadlines / project milestones / budget? Please rate.	
7. ABILITY TO PERFORM: Did company have technical expertise, facilities, and equipment to perform as specified? Please rate.	
8. YEARLY CONTRACTS: <u>If performing a yearly term contract</u> , was the company able to adequately manage for the duration? Please rate yearly contract performance.	
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly term contract? Please rate.	
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	
COMMENTS: Are there any additional comments you would like to add? _____	

Margaret Lary

From: Joe Certain <joe@sbdd.org>
Sent: Tuesday, June 19, 2018 10:05 AM
To: Margaret Lary
Subject: RE: Broward College Bid Reference

Hi Margaret, South Broward Drainage dose not rate Companies. All Contract work done by Shenandoah was completed in all respect in accordance with the contract Documents. Thank you

From: Margaret Lary [mailto:margaret.lary@shenandoahconstruction.com]
Sent: Tuesday, June 19, 2018 5:56 AM
To: 'Joe@sbdd.org'
Subject: RE: Broward College Bid Reference

Good Morning Joe,

Just wanted to confirm that you received my prior email and will be able to submit prior to June 21st?

Margaret Lary



Corporate Office
1888 NW 22nd Street
Pompano Beach, FL 33069
(954) 975-0098
shenandoahconstruction.com

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From: Margaret Lary
Sent: Friday, June 15, 2018 9:50 AM

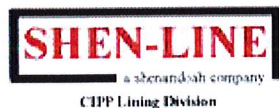
To: Joe@sbdd.org
Subject: Broward College Bid Reference

Good Morning,

Can you fill out the attached form and forward directly to ehunt@broward.edu before June 21, 2018 at 2:30 PM. We are required to have this done prior to the bid being opened.

Thank You

Margaret Lary



Corporate Office
1888 NW 22nd Street
Pompano Beach, FL 33069
(954) 975-0098
shenandoahconstruction.com

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1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

Technical Approach - Sample

Shenandoah General Construction Company has a highly experienced staff and new and up to date equipment to achieve and perform the Storm Drain Cleaning, Video Inspection, Repairs and Maintenance Scope of Services for Broward College. The following would be our plan to achieve the requirements for a project:

Shenandoah General Construction Company meets or exceeds the current guidelines of NASSCO (National Association of Sewer Service Companies) as found in the NASSCO Manual of Practices – Wastewater Collections Systems, and the latest NASSCO Specification Guidelines to conform to preliminary cleaning and inspection work. Shenandoah General Construction Company will also conform to the current FDOT Standard Specifications for Road and Bridge Construction latest edition to conform to determined method of repairs. Shenandoah General Construction Company will conform to the current State of Florida Manual on Roadway and Traffic Design Standards to conform to our maintenance of traffic (M.O.T.) plan.

- ❖ If the system is submerged we would de-water the system upon approval to perform an initial investigation by plugging the upstream man-hole and plugging and installing a pump at the downstream manhole with all necessary MOT, safety precautions and proper turbidity controls in place during the the cleaning process. This process will continue until the water is down to be able to perform a video inspection of the line segment
- ❖ We would then commence the cleaning process which removes any and all loose debris from the lines for a clear view of the interior of the line during the telespection process and restores the cross section of pipe to the flow capacity.
- ❖ After the cleaning process our video inspection crew would then proceed to perform the video inspection of the lines with a color full pan and tilt camera to locate any defects in the line segment such as cracked pipe, off set joints, separated joints, structural defects, crushed pipe and any other defects which will be reported on the video inspection form using PACP coding provided by our crews. The report will identify the line segment number, line size, line length and specific locations and description of any defects. We also have tractor cameras to facilitate the inspection of larger diameter pipes.
- ❖ Manholes and inlets will be visually inspected, and a report furnished with all necessary information such as manhole number, type, length, depth, size, flow direction, construction material and condition, evidence of leaks and their location and any debris found. If a drainage structure is not accessible for manned entry as per the project manager, video inspection in accordance with NASSCO will be used to inspect the structure.
- ❖ If conditions in the field differ from original order the Superintendent will be contacted immediately, and the Superintendent will then contact the project manager to discuss situation and find a solution acceptable to the client
- ❖ Also, any above ground depressions or other visual problems observed will be noted on the daily work sheet of the crew and reported to our Superintendent
- ❖ Upon completion of the inspection, all field reports, video inspection reports, manhole/inlet reports and video DVDs would then be reviewed by our Quality Control Department and the Project Manager to initiate a final report of findings.

The project manager assigned to this contract would organize and schedule work to be performed and have a meeting with the superintendent and crew leaders to discuss strategies for an efficient and smooth-running job. The crews are equipped with two-way radios and cell phones for easy communications between them, the superintendent and the project manager, minimizing problems or slowdowns, on the job.

Shenandoah General Construction Company follows the current NASSCO Specification Guidelines to perform our work. These specification guidelines were prepared by National Association of Sewer Service Companies (NASSCO) in response to requests from engineering firms, municipalities, and other organizations concerned with sewer collection system maintenance and rehabilitation. The specification guidelines are intended to assist engineers and municipal officials to properly specify sewer rehabilitation work and thereby obtain desired long-lasting results.

Facility Capabilities

Shenandoah General Construction Company corporate office is based out of Pompano Beach, Florida located in Broward County with additional offices in Lee County and St Lucie County

1888 NW 22nd Street
Pompano Beach, FL 33069
954-975-0098 Phone
954-975-9718 Fax

2530 Highland Ave.
Ft Myers, FL 33916
239-337-9385 Phone
239-337-9386 Fax

1107 Angle Rd.
Ft Pierce, FL 34947
772-467-8862 Phone
772-467-8863 Fax

Our facilities are equipped with on site mechanics able to perform a wide variety of repairs, a well-stocked parts room and all necessary equipment and material to avoid any delays upon arriving to the job site. We also have a large fleet of vehicles and equipment virtually eliminating any job delays due to equipment breakdowns.

Work Plan

- Schedule a Pre-Construction Meeting Client
- Assess the project and determine strategies to perform the job in an efficient and cost-effective manner
- Perform a field observation for the project in question
- Schedule necessary crew (s) and equipment to perform the job and if necessary conduct a field meeting
- Upon completion of job the crew (s) will document on daily work sheets and / or telespection reports with video DVDs to be reviewed by the Quality Control Department
- Shenandoah General Construction Company will then report final findings to the client
- If applicable we can also furnish a recommendation of repairs with a proposal, including licensed engineering stamp.

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
TV Viewing					
1	Storm Drain {Video Camera} Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00
2	Storm Drain {Video Camera} Observation 49" - 72" Log/Written Report	Linear Ft	1	\$20.00	\$20.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$30.00	\$30.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$5.00	\$5.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$10.00	\$10.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$15.00	\$15.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$25.00	\$25.00
Pumping					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$25.00	\$25.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	1	\$67.00	\$67.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$75.00	\$75.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$80.00	\$80.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$95.00	\$95.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$130.00	\$130.00
17	Slip Lining 42" Pipe	Linear Ft	1	\$182.00	\$182.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$305.00	\$305.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$322.00	\$322.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$370.00	\$370.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
21	CIPP 15" Pipe 15 x 6.7 mm {Burial Depth is 0-6'}	Linear Ft	1	\$70.00	\$70.00
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12'}	Linear Ft	1	\$75.00	\$75.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$85.00	\$85.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$96.00	\$96.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$105.00	\$105.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$121.00	\$121.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$126.00	\$126.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$146.00	\$146.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$210.00	\$210.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$210.00	\$210.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$258.00	\$258.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$259.00	\$259.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$431.00	\$431.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$431.25	\$431.25
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$573.00	\$573.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$550.00	\$550.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$671.00	\$671.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$661.00	\$661.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$772.00	\$772.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$895.00	\$895.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,100.00	\$1,100.00
PIPE CLEANING					
Pipe Cleaning and Sediment removal (Light Cleaning)					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.75	\$0.75

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.00	\$1.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.25	\$1.25
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.50	\$1.50
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.00	\$2.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50	\$5.50

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$11.25	\$11.25
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$18.25	\$18.25
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$20.00	\$20.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$20.50	\$20.50
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$21.00	\$21.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$22.00	\$22.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$25.00	\$25.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$30.00	\$30.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$40.00	\$40.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$15.00	\$15.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$30.00	\$30.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$70.00	\$70.00

Open Cut / Headwall Repairs & Other Services

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
96	Construction Foreman	Hour	1	\$55.00	\$55.00
97	Equipment Operator	Hour	1	\$150.00	\$150.00
98	Laborer	Hour	1	\$35.00	\$35.00
99	Pipe Layer	Hour	1	\$37.00	\$37.00
100	Welding (Above & Below Water)	Hour	1	\$75.00	\$75.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00	\$450.00
102	Crane 100 Ton & Below	Hour	1	\$80.00	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$60.00	\$60.00
105	Wheel Loader	Hour	1	\$40.00	\$40.00
106	Backhoe Loader	Hour	1	\$30.00	\$30.00
107	Bulldozer	Hour	1	\$15.00	\$15.00
108	Double Drum Compactor	Hour	1	\$15.00	\$15.00
109	Vibratory Plate Compactor Hr.	Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00	\$30.00
111	De-Watering	Hour	1	\$85.00	\$85.00
112	Asphalt Pavement Replacement	Tons	1	\$170.00	\$170.00
113	Lime Rock	Tons	1	\$55.00	\$55.00
114	Dirt	Tons	1	\$25.00	\$25.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00	\$25.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00	\$30.00
117	Mitered Ends	Sq. Ft.	1	\$45.00	\$45.00
118	Pressure Grout Injection	Joints	1	\$225.00	\$225.00
119	Bahia Sod	Sq. Ft.	1	\$1.30	\$1.30
120	Floratan Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Rip Rap Rubble 6" - 12"	Tons	1	\$75.00	\$75.00
122	Rip Rap Bag (80 lb. Bags)	Each	1	\$12.00	\$12.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
				(to two decimal places)	
123	Concrete Pillow Blanket slope protection	Square Yard	1	\$65.00	\$65.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1	\$500.00	\$500.00
125	Mobilization Fee	Each	1	\$300.00	\$300.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1	10%	\$0.10
				GRAND TOTAL:	\$13,453.15

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Selected Company: SHENANDOAH GENERAL CONSTRUCTION, CO.
D-U-N-S #: 09-284-0073

View Report: Overview

This page displays a summary of your D&B credit report

Business Summary

Company Name: SHENANDOAH GENERAL CONSTRUCTION, CO.

D-U-N-S #: 09-284-0073

DBA's: N/A

Address: 1888 Nw 22nd St

City: Pompano Beach

State: FL

Zip: 33069

Phone: 9549750098

Principal: THOMAS JACKSON

Year Started: 1976

Employs:
53 which includes officer(s) and 1 part-time. Undetermined employed here.

SIC Code(s): 16230303 Water main construction

NAICS Code(s): 237110 Water and Sewer Line and Related Structures Constructio

Legal Structure: DOMESTIC CORPORATION

Special Events

09/15/2017 -HURRICANE IRMA 2017:

This business is located in a FEMA designated disaster zone impacted by the effects of Hurricane Irma. It is reported that thousands of people and businesses have been displaced due to catastrophic flooding. The extent of impact to this business is currently unknown; additional information will be provided as it becomes available.

[PRINT MY REPORT](#)[TRANSACTION HISTORY](#)[FREQUENTLY ASKED QUESTIONS](#)

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

June 21, 2018

Broward College
6400 NW 6th Way, 2nd Floor
Ft Lauderdale, FL 33309

Re: RFP-2018-167-EH
Bid Name: Storm Drain Cleaning, Repairs and Maintenance
SBE Percentage Compliance

To Whom It May Concern:

Shenandoah General Construction Company has reviewed the SBE vendors available in the Certified Supplier Directory of the Broward College Vendor List to comply with the SBE percentage requirements. The above bid is a storm drain cleaning, repairs and maintenance type contract which will be performed by work orders issued by Broward College. Due to the unknown scope of work at the time of bidding the SBE participation could increase or decrease the values and percentage of the SBE usage. We have selected a list of SBE companies to participate with us on the above bid, which could change by adding other SBE to participate depending on work assigned. The SBE that have submitted an interest could only provide vague quotes due to unknown scope of service hence we were unable to provide a value or percentage to the forms noted as (TBD – To be Determined). Shenandoah General Construction will make every effort to hire SBE vendors to assist in the project. We will use the various SBE companies as much as possible for each work order to attempt to comply with the SBE percentage required in this bid.

If you should need any further information, please do not hesitate to contact us.

Sincerely,



Daniel DiMura
Vice President



**OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)**

ATTACHMENT C3

SUBCONTRACTOR/SUPPLIER CONTACT

(List all SDB subcontractors or suppliers that were contacted regarding this project)

Company Name of Subcontractor/Supplier	Contact Name, Address and Phone Number	Business License? (Yes or No)	Type of Work Solicited from Subcontractor/Supplier	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	Certification Agency Name and Expiration Date	Results of Contact
Equipment Rental Services Inc	Sheryl Brown 1858 Okeechobee Blvd. West Palm Beach, FL 33409 561-683-6400	Yes	Small Equipment Rental	WBE	School Board of Broward County 11/21/19	Daily/Weekly/Monthly Rental Quote
Stanford & Sons Trucking Corp.	A. Abdul 1081 NW 12 Terrace Pompano Beach, FL 33069 954-783-6922	Yes	Paving / Dump Truck Rental	MBE/SDB	Florida Dept. of Transportation	Hourly Quote
Commerical Diver Services	Gino Gargiulo 413 SW 3rd Ave Ft Lauderdale, FL 33315	Yes	Diving Services	SBD	Broward County	Hourly Quote

Proponent Company Name: Shenandoah General Const. Co. Project Name: Storm Drain Clean/Repair/Maintenance Contract #: RFP-2018-167-EH

Authorized Principal: Daniel DiMura Proponent Contact Number: 954-975-0098

Signature: _____ Date: June 20, 2018

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

Form: SDB-2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)

SUBCONTRACTOR/ SUPPLIER UTILIZATION

(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises Subcontractors/suppliers to be used on this project.)

Company Name of Sub-contractor/ Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount
Equipment Rental Service Inc.	Sheryl Brown 561-683-6400	Yes		Small Equipment Rental	WBE	School Board of Broward County	TBD	TBD
Stanford & Sons Trucking Corp	A. Abdul 954-783-6922	Yes		Paving & Dump Truck Rental	MBE / SDB	Florida Dept. of Transportation	\$ 70.00	0.5%
Commercial Diver Services	Gino 954-245-4811	Yes		Diving Service	SDB	Broward County (Pending)	\$ 425.00	3%

Total SDB% 3.5

Storm Drain Clean/Repair/Maintenance

Proponent Company Name: Shenandoah General Const. Co. Project Name: _____ Contract #: RFP-2018-167-EH

Authorized Principal: Daniel DiMura Proponent Contact Number: 954-975-0098
Signature: _____ Date: June 20, 2018

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

Form: SDB-3

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

Equipment Rental Service, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

White Female

(WBE)

11/21/2016

Effective Date

11/21/2019

Expiration Date



7007-7231 16

Certification Number

Colleen M. Robbs

Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

Florida UCP DBE Directory Vendor Profile

As Of: 06/21/2018

Vendor Name: STANFORD AND SONS TRUCKING CORPORATION

Certification: DBE

Former Name:

Business Description: DUMPTRUCK SERVICES GRADING PAVING

Mailing Address:

1081 NW 12 TERRACE
POMPANO BEACH, FL 33069-

Physical Address:

1081 NW 12 TERRACE
POMPANO BEACH FL 33069-

District: 04

County: BROWARD

Website:

Contact Name: STANFORD AMRITT

Phone: (954) 783-6922

Fax: (954) 783-6925

Contact Email: SAMRITT@BELLSOUTH.NET

Current DBE Certification: Certified

Certifying Member: Broward County Office of Economic and
Small Business Development

ACDBE Status: N

Statewide Availability: N

Certified NAICS

237310 - Highway, Street, and Bridge Construction

237990 - Other Heavy and Civil Engineering Construction

238910 - Site Preparation Contractors

484220 - Specialized Freight (except Used Goods) Trucking, Local



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

September 30, 2016

Mr. Stanford Amritt
STANFORD & SONS TRUCKING CORP.
1081 NW 12th Terrace
Pompano Beach, Florida 33069

ANNIVERSARY DATE – Annually, on July 30th

Dear Mr. Amritt:

Broward County is pleased to announce that **Stanford & Sons Trucking Corp.** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon Stanford & Sons Trucking Corp. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, to assure continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to remove Stanford & Sons Trucking Corp. as a DBE.

As long as Stanford & Sons Trucking Corp. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Stanford & Sons Trucking Corp.

Stanford & Sons Trucking Corp. will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is **NOT** a guarantee of work, but enables Stanford & Sons Trucking Corp. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: Stanford & Sons Trucking Corp.

September 30, 2016

If, at any time, there is a material change in Stanford & Sons Trucking Corp. including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Stanford & Sons Trucking Corp., you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Stanford & Sons Trucking Corp. may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following area:

NAICS CODE: 237310 Highway, Street and Bridge Construction

NAICS CODE: 237990 Other Heavy and Civil Construction

NAICS CODE: 238910 Site Preparation Contractors

NAICS CODE: 484220 Specialized Freight Trucking, Local

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,



Chris Atkinson, Assistant Director
Office of Economic and Small Business Development

A-680



Office of Economic and Small Business Development
Combined CBE / SBE Certification Application

RCVD, JUN 21 '18
BRWD, GTON, DES80

Section I General Applicant Information

A. Legal Name of Business: Commercial Diver Services Corporation 1990
 Other Names Used by Business (d/b/a): N/A
 Owner(s): Courtney Jade Gargiulo
 Business Address (Broward County Only): 2550 Eisenhower Boulevard
 Bldg./Floor/Room/Suite: Suite 316 City: Fort Lauderdale Zip: 33316
 Telephone: (954) 990-4759 Fax: () N/A Cellular Phone: (954) 980-9505
 E-mail Address: CourtneyJade@commercialdiverservices.com Web site: www.commercialdiverservices.com
 EIN #: 82-1970516

B. Business Type:

- ☒ Corporation ☐ Joint Venture ☐ Limited Liability Company ☐ Partnership
☐ Sole Proprietorship ☐ Other _____

Business Origin: ☒ New Start-Up ☐ Bought Existing ☐ Merged ☐ Inherited ☐ Transfer
☐ Other: _____ Start Date: June 18, 2017

C. Number of Employees: Full Time¹⁶ + Part-Time⁰ = Total¹⁶

D. List all branch offices, subsidiaries and/or affiliates. Attach additional sheet(s) as needed.

Name	Address
Commercial Diver Services Corporation 1990	2550 Eisenhower Blvd. Ste. 316 Ft. Lauderdale, FL 33316

E. Select Type of Business Activity: ☒ Construction ☐ Architecture ☐ Engineering
☐ Commodities Supplier ☐ Business / Contract Services (Includes Janitorial, Pest Control, Security Services, Printing, Marketing, Consulting, etc.)

F. List all NAICS codes that apply to your firm (Visit naics.com and select NAICS Identification Tools)

237990	321114	541990	541330	488330	237130
488390	237110	212322	488310	212321	

2018 OCT 17 AM 9:02

AWARD RECOMENDATION

RFP-2018-167-EH Storm Drain Cleaning, Repairs and Maintenance

Solicitation recommendation shall remain posted for a period of 72 hours after posting date.

Three (3) Proposers submitted responses:	Posting Date: 10/17/18
Hinterland Group, Inc.	
Shenandoah General Construction Co.	
T.V. Diversified, Inc.	

Recommendation for Award:

- Shenandoah General Construction Co.

A detailed copy of solicitation recommendation may be obtained by sending an email request to:
Eileen Hunt, Procurement Contracting Officer, Broward College, Procurement Services at ehunt@broward.edu.

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

Chad Girard

From: James H. Schmitz
Sent: Tuesday, July 14, 2020 10:44 AM
To: Eileen Hunt; Chad Girard
Subject: RE: 2020-7-14 RE: Shenandoah Construction

Thank you Eileen! Much appreciated.

From: Eileen Hunt <ehunt@broward.edu>
Sent: Tuesday, July 14, 2020 10:40 AM
To: James H. Schmitz <jschmitz@vpsfl.org>
Cc: Robson Lima <r.lima@shenandoahus.com>; Angela M. Thul <athul@vpsfl.org>; Anthony Guglielmi <anthony@shenandoahus.com>
Subject: 2020-7-14 RE: Shenandoah Construction

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, Mr. Schmitz,
Re: RFP-2018-167 Storm Drain Cleaning, Repairs and Maintenance
Awarded contractor: Shenandoah.

Yes, The Village of Palm Springs Florida may piggyback above referenced contract.
I emailed a OneDrive link to the documents to you a moment ago.

To let you know, after Shenandoah was selected as the top-ranked Proposer, we negotiated prices as is Broward College's practice.

So the contract prices in Exhibit A-1 Prices of the fully executed contract differ a bit from the initial "Shenandoah proposal".

Use the prices in the fully executed Contract Exhibit A-1 Prices.

Also, to clarify, the contract's Exhibit A-1 Prices has 6 blank pages at the end of it, which we are not allowed to delete.

Please don't hesitate to let me know if you need anything else.
Have a great day.

Best regards,
Eileen



Eileen Hunt
Procurement Contracting Officer, Broward College

P: +1 (954) 201-5317
E: ehunt@broward.edu | **W:** broward.edu
A: 6400 NW 6th Way
Fort Lauderdale, FL 33309





From: James H. Schmitz <jschmitz@vpsfl.org>

Sent: Tuesday, July 14, 2020 7:05 AM

To: Aaron McGibbon <amcgibbo@broward.edu>; Orlando Aponte <oaponte@broward.edu>; Eileen Hunt <ehunt@broward.edu>

Cc: Robson Lima <r.lima@shenandoahus.com>; Angela M. Thul <athul@vpsfl.org>; Anthony Guglielmi <anthony@shenandoahus.com>

Subject: Shenandoah Construction

CAUTION: This email originated from outside of Broward College. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.



([CLICK HERE](#)) to find out why your participation matters in the upcoming April 2020 Census.

Good morning,

I understand that Broward College has a contract with Shenandoah Construction for storm drain cleaning, repair and maintenance. The Village of Palm Springs would like piggyback this contract but we will need your permission to do so. I have attached the information that I have.

Thanks, Jim



James H. Schmitz

Public Works Superintendent

226 Cypress Lane | Palm Springs, Florida 33461

Phone: 561-304-4610

Email: jschmitz@vpsfl.org

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the [FBI CJIS Policy](#)) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the message.

** Please consider the negative environmental impacts associated with printing email **

Please Note: Due to Florida's very broad public records law, most written communications to or from College employees regarding College business are public records, available to the public and media upon request. Therefore, this email communication may be subject to public disclosure.

Please consider the environment before printing this email.

User: **Hunt, Eileen**

Organization:

Broward College

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Bid Details

Bid Information



Agency	Broward College
Bid Type	Request for Proposal
Bid Number	RFP-2018-167-EH-0-2018/EH
Fiscal Year	2018
Bid Writer	Eileen Hunt
Bid Name	Storm Drain Cleaning, Repairs and Maintenance
Bid Status	Awarded
Bid Status Text	None
Award To	Shenandoah General Construction Company
Due Date/Time	6/21/2018 2:30 PM Eastern
Broadcast Date	5/17/2018
Bid Bond	N/A
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	DemandStar
Distribution Notes	None
Scope of Work	Cleaning, repairs and maintenance of storm drains at various Broward College campuses and locations in Broward County, Florida.
E-Bidding	No

Legal Ad



Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

No Pre-Bid Conference Data Found

Publications

No Publications Data Found

Documents



Bid Package	Attachment E- Price Proposal Form (Complete)
	Attachment D- Sample Contract (Complete)
	Attachment D- Ex B- Policy Code Acknowledgment (Complete)
	RFP-2018-167-EH Storm Drain Cleaning (50 Pages, Complete)
	Attachment J- Performance Survey Form_ (1 Page, Complete)
	Addendum #1 RFP-2018-167-EH (2 Pages, Complete)
	Addendum #2 RFP-2018-167-EH (2 Pages, Complete)

Award informational shortlisted RFP-2018-167-EH (1 Page, Complete)
Notification #1 date award posting RFP-2018-167-EH (1 Page, Complete)
award recommendation RFP-2018-167-EH (1 Page, Complete)

Commodity Codes

012-720-90 - Well Pumps, All Kinds
 016-936-91 - Water Supply and Sewage Treatment Equipment Maintenance and Repair
 018-906-54 - Irrigation; Drainage; Flood Control, Architectural Services
 018-906-92 - Utilities, Gas, Steam, Electric, Architectural Services
 018-906-94 - Water Supply, Treatment and Distribution, Architectural Services
 018-907-83 - Testing Services
 018-918-97 - Utilities; Gas, Water, Electric Consulting
 018-925-28 - Drainage Engineering
 018-925-58 - Irrigation; Drainage; Flood Control Engineering
 018-925-87 - Sewage Collection, Treatment, and Disposal Engineering
 018-925-95 - Utilities, Gas, Steam, Electric Engineering
 018-925-97 - Water Supply, Treatment, and Distribution Engineering
 018-962-92 - Video Scanning of Sewers, Water Wells, etc., Electronic
 022-910-63 - Public Utilities: Water, Sewer and Gas Maintenance and Repair Services
 022-913-27 - Construction, Highway and Road
 022-913-39 - Construction, Pipe Culvert
 022-913-40 - Construction, Pipeline
 022-913-45 - Construction, Sewer and Storm Drain
 022-913-56 - Construction, Utility and Underground Projects
 022-913-60 - Construction, Water System, Plants, Main and Service Line
 022-913-71 - Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.
 022-913-77 - Maintenance and Repair, Pipe Culvert
 022-913-81 - Maintenance and Repair, Sewer and Storm Drain, Including Removal
 022-913-89 - Maintenance and Repair, Utility and Underground Projects
 022-913-90 - Maintenance and Repair, Viaduct
 022-913-92 - Maintenance and Repair, Water System, Main and Service Line
 022-968-00 - PUBLIC WORKS AND RELATED SERVICES
 022-968-73 - Storm Drain Cleaning, Repair, and Sludge Removal Services
 022-968-78 - Tank Installation, Removal, Disposal, and Related Services, Including Septic and Underground Type
 023-981-84 - Water and Sewer Equipment, Including Well Pointing Equipment Rental or Lease
 024-926-88 - Storm Water Discharge Testing Services
 028-670-12 - Grout, Pipe and Sewer
 028-670-53 - Pipeline Equipment and Tools, Construction and Laying of the Pipeline
 030-890-03 - Back Flow Preventers for Water and Sewer Pipe
 032-911-87 - Storm Drainage
 032-951-15 - Infrastructure and Infrastructure Improvements

Statistics

Planholders There are 29 planholders for this bid
Broadcast List 1546 suppliers have been notified
Supplemental Suppliers 54 Supplemental Suppliers
Filtered No
Post-Bid Viewers 10 viewer(s)

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AMENDMENT NO. 1 ("AMENDMENT") TO CONTRACT FOR SERVICES

This Amendment is made and entered into on _____, to the Contract for Services ("Contract") entered into on November 27, 2018 by and between the District Board of Trustees of Broward College, Florida ("College") and Shenandoah General Construction Company ("Vendor") (Collectively the "Parties").

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

WHEREAS, the Parties each desire to amend the Contract as follows:

- 1) Add Item 127 to Contract Exhibit A-1. The Description is "Dump Truck With Operator", Unit is "Hour", Quantity is "1", Unit Price is "\$70.00" and Total is "\$70.00).

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR

Signature

Danny DiMura

Name

VP

Title

11/15/2019

Date**COLLEGE**

DocuSigned by:



Signature

John Dunnuck

Name

Chief Operating Officer

Title

1/19/2020

Date



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.16: Approve Change Order No. 1 (Task Order No. 218) - Lift Station Rehabilitation - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Foster Marine Contractors, Inc.

SUMMARY:

On March 14, 2019, the Village Council approved the award of the rehabilitation of three (30 lifts stations within the wastewater collection system to maintain reliable service: PS-02 (Woodlands Lift Station), PS-06 (Fountainview Lift Station) and PS-08 (Mediterranean Lift Station) to Foster Marine Contractors, Inc. The proposed upgrades were proposed to include replacement of pumps, piping and controls; lining of the wet well; installation of SCADA (Supervisory Control and Data Acquisition) technology (for a higher level monitoring) and other site improvements.

The approved bid amount (\$1,050,427) for the construction of this project (Task Order #218) at the time of the approval exceeded the FY 2019 Budget - Water and Sewer Enterprise Fund (\$750,000) to support this project. However, the additional funding to support this project was available and expected to be provided within the Water & Sewer Fund; thus, an internal budget transfer or amendment to support this proposed cost above the budgeted amount was expected to be completed within the Water & Sewer Enterprise Fund at a later date.

On May 24, 2019, Public Service staff informed the contractor that staff had determined that we would not move forward with the Woodlands Lift Station component of the approved rehabilitation work. Apparently, this was due to the unforeseen discontinuation of a proposed Canal Shores residential development in the Woodlands Lift Station's sewer basin area, which essentially had the effect of voiding the need for the installation of a new wet well to support this new development.

During the initial negotiating period in 2019, the Village staff and the contractor were unable to agree on an acceptable revised contract price due to this change. Thus, on September 5, 2019, Public Service staff informed the contractor of their decision to cancel the contract altogether in order to re-bid the work. However, more recently, the Village Attorney and the Village Manager became aware of this issue and the contractor and Public Service staff were able to agree to a revised scope of work and price for the Woodlands Lift Station (the proposed new wet well was removed from the scope of work) as well as the Fountainview and Mediterranean Lift Stations.

As a result, the Village's contracted engineer, Engenuity Group, and the Public Service Department are recommending an amendment to the approved Task order No. 218 (Change Order #1) with Foster Marine Contractors to reduce the total project cost by \$63,570. As a result of the proposed change, the revised contract amount would be as follows:

	<u>Contract Amount</u>
Original Contract Amount	\$1,050,427
FL Department of Health Permit (Woodlands Lift Station)	\$ 250
Change Order #1	<u>(\$ 63,570)</u>
Revised Construction Contract	\$ 987,107

If approved, the total cost of construction for the Lift Station Rehabilitation project within Task Order #218 will decrease to \$987,107.00, as shown below, and the revised total contract time would remain at 210 days.

	<u>Original Contract Amount</u>	<u>Revised Contract Amount</u>
PS-02 (Woodlands Lift Station)*	\$ 478,478.00	\$ 416,016.00
PS-06 (Fountainview Lift Station)	\$ 280,672.00	\$ 280,672.00
PS-08 (Mediterranean Lift Station)	<u>\$ 291,272.00</u>	<u>\$ 290,169.00</u>
Total Construction Cost	\$ 1,050,427.00	\$ 986,857.00

*Woodlands LS amounts shown do not include the FDOH permit expense, since it is not part of the construction contract.

Note: The Village approved funding in the amount of \$964,866 within the FY 2021 Budget - Water and Sewer Fund to support this proposed project. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the Village would accept Foster Marine Contractors revised pricing and all terms and conditions as submitted within their ITB proposal. 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.

No additional change orders are anticipated for this project.

If approved, it is estimated that the proposed rehabilitation of the three (3) lift stations within the wastewater collection system [PS-02 (Woodlands Lift Station), PS-06 (Fountainview Lift Station) and PS-08 (Mediterranean Lift Station)] will be completed by July/August 2021.

The proposed Change Order No. 1 was prepared by Foster Marine and reviewed by the Village's contracted engineer, the Public Service Director/Engineer, the Assistant Public Service Director, Finance Director and the Village Attorney.

FISCAL IMPACT:

Funding to support the proposed Lift Station Rehabilitation Project (Task Order No. 218) is provided within the Water & Sewer Enterprise Fund.

Allocated/Estimated Project Funding:

	<u>Amount</u>
FY 2017 Actual - Water and Sewer Fund	\$ 36,658.00
FY 2018 Actual - Water and Sewer Fund	\$ 52,026.75
FY 2019 Actual - Water and Sewer Fund	\$ 5,336.75
FY 2021 Budget - Water and Sewer Fund	<u>\$ 964,886.00</u>
Total Approved Budget/Actual Funding:	\$1,058,907.50

Expected Project Costs - Engineering:

	<u>Amount</u>
Original Project Cost - Water & Sewer Fund (TO #218)	\$ 122,970.00
Approved Change Order #1 - Water & Sewer Fund (TO #218)	<u>\$ 1,775.00</u>
Total Project Request/Cost - Engineering:	\$ 124,745.00

Expected Project Costs - Construction:

	<u>Amount</u>
Original Project Cost - Water & Sewer Fund (TO #218)	\$1,050,427.00
FL Department of Health Permit (Woodlands Lift Station)	\$ 250.00
Proposed Change Order #1 - Water & Sewer Fund (TO #218)	<u>(\$ 63,570.00)</u>
Total Project Request/Cost - Construction:	\$ 987,107.00

TOTAL PROJECT REQUEST/COST (REVISED)

\$1,111,857.00

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.

An internal budget transfer or amendment to support this project above the budgeted amount will be completed within the Water & Sewer Enterprise Fund later, if necessary.

ATTACHMENTS:

Proposed Change Order No. 1 - Foster Marine (Task Order No. 218)

Exhibit to Change Order No. 1 (Foster Marine)

Original Agreement - Foster Marine

Change Order No. 1

Date of Issuance: 11/3/20
Owner: Village of Palm Springs
Contractor: Foster Marine Contractors, Inc
Engineer: Engenuity Group
Project: FY 2017 Lift Station Rehabilitation

Effective Date: 11/3/20
Owner's Task Order No.: 218
Contractor's Project No.: 19-202
Engineer's Project No.: 6001.31
Contract Name: 2017 LS
Rehab PS-06, PS-08, PS-02

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease contract price due to changes in scope as follows:

- Change sizes of check valves and gate valves from 6" to 4".
- Delete proposed wetwell for the Woodlands Pump Station (PS-02)
- Delete proposed sanitary manhole and gravity sewer for Woodlands.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,050,427.00</u>	Original Contract Times: Substantial Completion: <u>180</u> days Ready for Final Payment: <u>210</u> Days days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>1,050,427.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180</u> Ready for Final Payment: <u>210</u> days or dates
Decrease of this Change Order: \$ <u>63,570.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>986,857.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>180</u> Ready for Final Payment: <u>210</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Engineer
Date: 11/3/20

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: V.P.
Date: 11/03/20

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____





FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE
561-683-0335 FAX

September 11, 2020, Revised 10/22/20

Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461
(561) 434-5100

Attention: Ron Eyma, P.E.
Public Service Director
reyma@vpsfl.org

Re: Lift Station Rehabilitation for Fountainview, Mediterranean and Woodlands
Bid Number: 2019B-007, Engineers Project Number: 6001.31
"Contract Modification-Deletion of Woodlands Wet Well Structure, Manhole (1 Each)
and Sanitary Sewer (38 LF of 8" DIP).

Dear Ron:

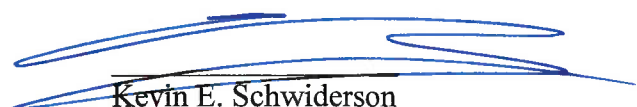
As requested, please find below contract adjustments for deletion of the wet well and other items at the Woodlands Lift Station.

No.	Description	Total
1)	<u>Original Contract Amount</u>	<u>\$ 1,050,427.00</u>
2)	<u>Woodlands Lift Station Site-deletion of Wet Well, 48" Manhole, 8" Sanitary Sewer, change pump spacing and discharge piping from 6" to 4" (also at PS 08) and adding a 6'-0" Diameter Wet Well top slab to fit the Existing Wet Well. (63,570.00)</u>	
	<u>"Revised" Contract Amount</u>	<u>\$ 986,857.00</u>

Therefore, please sign, date and return the attached **revised contract** at your earliest convenience so that we may issue **new bonds** and proceed with the work.

Should you have any questions, please contact myself or Howard Wight at 561-683-0034 or email kevins@foster-marine.net.

Sincerely,


Kevin E. Schwiderson
Vice President

w/enc.

CC: Howard Wight c/o FMC (via email howard@foster-marine.net)

Foster Marine Contractors, Inc.

FOUNTAIN VIEW LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 21,000.00	\$ 21,000.00
2	Demolition	LS	1	\$ 21,000.00	\$ 21,000.00
3	Excavation	CY	10	\$ 112.00	\$ 1,120.00
4	8" Compacted Subgrade	SY	76	\$ 55.00	\$ 4,180.00
5	6" Concrete Driveway	SY	36	\$ 100.00	\$ 3,600.00
6	2' High Black Vinyl Chain Link Fence	LF	28	\$ 64.00	\$ 1,792.00
7	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	27	\$ 190.00	\$ 5,130.00
7a	6' High Double Gate	EA	1	\$ 2,160.00	\$ 2,160.00
8	Detectable Warning	SF	7	\$ 140.00	\$ 980.00
9	4' Diameter Structure with Frame and Grate	EA	1	\$ 2,600.00	\$ 2,600.00
10	18" RCP Pipe	LF	28	\$ 95.00	\$ 2,660.00
11	Connect to Existing Structure	LS	1	\$ 2,000.00	\$ 2,000.00
12	4" DIP FM	LF	20	\$ 225.00	\$ 4,500.00
13	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 12,300.00	\$ 12,300.00
14	6" Concrete Pad	SY	40	\$ 90.00	\$ 3,600.00
15	4" Flanged Check Valve	EA	2	\$ 1,300.00	\$ 2,600.00

Foster Marine Contractors, Inc.

16	4" Flanged Plug Valve	EA	3	\$ 650.00	\$ 1,950.00
17	Fittings	TN	0.15	\$ 22,000.00	\$ 3,300.00
18	Pressure Gauge Assembly	EA	1	\$ 2,800.00	\$ 2,800.00
19	2" DWV P-Trap Assembly	EA	1	\$ 1,650.00	\$ 1,650.00
20	4" DIP Vent with Screen Assembly	EA	1	\$ 1,200.00	\$ 1,200.00
21	Lift Station RPZ Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
22	Coatings for Structures and Piping	LS	1	\$ 9,800.00	\$ 9,800.00
23	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 6,200.00	\$ 6,200.00
24	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 47,650.00	\$ 47,650.00
25	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
26	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 4.00	\$ 3,200.00
27	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
28	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
29	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00
30	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,900.00	\$ 10,900.00
31	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
32	Removal of Vegetation	LS	1	\$ 2,500.00	\$ 2,500.00

Foster Marine Contractors, Inc.

33	Clear & Grub	LS	1	\$1,800.00	\$1,800.00
34	Landscape Restoration	LS	1	\$4,800.00	\$4,800.00
35	Allowance	LS	1	\$8,000.00 \$13,000.00	\$8,000.00 13,000.00
35A	Cost Increases, Wages & General Overhead LS Costs (Including Insurances, Bond Costs, Etc.)	LS	1	\$5,000.00	\$5,000.00

Fountain View Lift Station Subtotal Bid Amount \$280,672.00

MEDITERRANEAN LIFT STATION

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Demolition	LS	1	\$22,000.00	\$22,000.00
3	Excavation	CY	6	\$130.00	\$780.00
4	8" Compacted Subgrade	SY	19	\$55.00	\$1,045.00
5	Type D Curb	LF	17	\$100.00	\$1,700.00
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	34	\$225.00	\$7,650.00
7	1.2 ft High Gravity Wall	LF	6	\$250.00	\$1,500.00
8	Connect to Existing Structure	LS	1	\$3,200.00	\$3,200.00
9	6" DIP Pipe	LF	7	\$435.00	\$3,045.00
10	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$11,900.00	\$11,900.00

Foster Marine Contractors, Inc.

11	6" Concrete Pad	SY	19	\$ 75.00	\$ 1,425.00
12	6" Flanged Check Valve	EA	2	\$ 1,500.00 ^{\$1,175.00}	\$ 3,000.00 ^{\$2,350.00}
13	6" Flanged Plug Valve	EA	2	\$ 900.00 ^{\$671.00}	\$ 1,800.00 ^{\$1,342.00}
14	4" Plug Valve	EA	1	\$ 600.00	\$ 600.00
15	Fittings	TN	0.24	\$ 31,800.00	\$ 7,632.00
16	Pressure Gauge Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
17	2" DWV P-Trap Assembly	EA	1	\$ 1,250.00	\$ 1,250.00
18	4" DIP Vent with Screen Assembly	EA	1	\$ 1,100.00	\$ 1,100.00
19	Lift Station RPZ Assembly	EA	1	\$ 1,850.00	\$ 1,850.00
20	Coatings for Structures and Piping	LS	1	\$ 11,300.00	\$ 11,300.00
21	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 4,300.00	\$ 4,300.00
22	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 72,000.00	\$ 72,000.00
23	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
24	SERVICE CONDUCTOR, F&I, INSU, NO.2 ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN,	LF	800	\$ 5.00	\$ 4,000.00
25	JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
27	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00

Foster Marine Contractors, Inc.

28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 9,400.00	\$ 9,400.00
29	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
30	Clear & Grub	LS	1	\$ 2,600.00	\$ 2,600.00
31	Landscape Restoration	LS	1	\$ 5,400.00	\$ 5,400.00
32	Allowance	LS	1	\$13,000.00 \$8,000.00	13,000.00 \$8,000.00
32A	Cost Increases, Wages & General Overhead Costs (including Insurances, Bond costs, Etc.)	LS	1	\$5000.00	\$5,000.00
Mediterranean Lift Station Subtotal Bid Amount				\$ 291,277.00 \$290,169.00	

WOODLANDS LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 22,500.00	\$ 22,500.00
2	Demolition	LS	1	\$ 36,900.00	\$ 36,900.00
3	Excavation	CY	160	\$ 51.00	\$ 8,160.00
4	8" Compacted Subgrade	SY	54	\$ 50.00	\$ 2,700.00
5	Manhole	EA	1	\$ 14,500.00 \$0.00	\$ 14,500.00 \$0.00
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	98	\$ 86.00	\$ 8,428.00
7	Finish Grading	SY	22	\$ 185.00	\$ 4,070.00
8	Connect to Existing Structure	LS	1	\$ 3,700.00	\$ 3,700.00

Foster Marine Contractors, Inc.

8a	Pavement Replacement	SY	7	\$ 380.00	\$ 2,660.00
8b	Sidewalk Replacement	SY	7	\$ 330.00	\$ 2,310.00
9	6" DIP Pipe	LF	16	\$ 250.00	\$ 4,000.00
10	8" DIP Pipe	LF	38	\$ 450.00	\$ 17,100.00
				\$0.00	\$0.00
11	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 8,700.00	\$ 8,700.00
12	6" Concrete Pad	SY	54	\$ 135.00	\$ 7,290.00
13	6" Flanged Check Valve	EA	2	\$ 2,000.00	\$ 4,000.00
				\$1,675.00	\$ 3,350.00
14	6" Flanged Plug Valve	EA	2	\$ 1,500.00	\$ 3,000.00
				\$1,271.00	\$2,542.00
15	4" Plug Valve	EA	1	\$ 1,300.00	\$ 1,300.00
16	Fittings	TN	0.21	\$ 31,000.00	\$ 6,510.00
17	Pressure Gauge Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
18	2" DWV P-Trap Assembly	EA	1	\$ 2,200.00	\$ 2,200.00
19	4" DIP Vent with Screen Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
20	Lift Station RPZ Assembly	EA	1	\$ 2,550.00	\$ 2,550.00
21	Coatings for Structures and Piping	LS	1	\$ 20,000.00	\$ 20,000.00
22	8' Wetwell w/ 10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 99,300.00	\$ 99,300.00
				\$69,546.00	\$69,546.00
23	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 70,800.00	\$ 70,800.00

Foster Marine Contractors, Inc.

24	CONDUIT, F&I, 2" PVC	LF	200	\$ 16.00	\$ 3,200.00
25	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 5.00	\$ 4,000.00
26	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ 12,500.00	\$ 12,500.00
27	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
28	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 56,800.00	\$ 56,800.00
29	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,500.00	\$ 10,500.00
30	FPL Service Connection Charge	LS	1	\$ 6,250.00	\$ 6,250.00
31	Clear & Grub	LS	1	\$ 5,400.00	\$ 5,400.00
32	Landscape Restoration	LS	1	\$ 6,250.00	\$ 6,250.00
33	Allowance	LS	1	\$11,000.00	\$11,000.00
33A	Cost Increases, Wages & General Overhead Cost (Including Insurances, Bond costs, Etc.)	LS	1	\$16,000.00	\$16,000.00
	Woodlands Lift Station Subtotal Bid Amount			\$5,000.00	\$5,000.00
				\$ 478,478.00	\$416,016.00
	<u>TOTAL OF ALL BID PRICES</u>			\$ 1,050,427.00	\$986,857.00

BID FORM 00310-4 to 00310-10

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the 14th day of March in the year 2019 by and between Village of Palm Springs, Florida (hereinafter called OWNER) and Foster Marine Contractors, Inc. (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 Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands Project involved the complete rehabilitation of these four lift stations. This work includes the replacement of all piping, electrical components, pumps, top slab and controls. The Woodlands pump station replacement will a new lift station and removal of the existing station.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands

Article 2. ENGINEER

The Project has been designed by Engenulty Group, 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 180 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 210 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 two hundred and 00/100 dollars (\$200.00) 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 14 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 2.05 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 14.02 of the GENERAL CONDITIONS.

6.2.1.1 Retainage shall be withheld from all progress payments in accordance with Florida Statutes 218.735(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 14.02 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 14.07.

Upon final completion and acceptance of the work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the OWNER. In order for

both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work and the Project have been properly completed and all charges have been invoiced to the OWNER. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the OWNER shall pay the remainder of the Contract Price including any amount held as retainage.

Notwithstanding the foregoing, the OWNER shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the OWNER.

Final payment shall not become due until the Contractor and all of its subcontractors submit to the OWNER releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

6.4 OWNER shall adhere to the requirements of Florida's Prompt Payment Act (FS218.735).

Article 7. INTEREST

7.1 All monies not paid when due as provided in Article 14 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 4.02 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph SC-4.02 of the SUPPLEMENTARY CONDITIONS of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to rely.

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 N/A to N/A, 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 00705 - GENERAL CONDITIONS (pages 1 to 58, inclusive).
- 9.6 Section 00815 - SUPPLEMENTARY CONDITIONS (pages 1 to 7, inclusive).
- 9.7 Specifications bearing the title Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands consisting of 16 Divisions and individual sections, as listed in table of contents thereof, December 21, 2018.
- 9.8 Drawings, consisting of a cover sheet and drawing sheets listed in the table of contents thereof, dated December 21, 2018.
- 9.9 Addenda numbers 1 to 1, inclusive.
- 9.10 CONTRACTOR's Bid (pages 1 to 6, inclusive) included as Section 00310.
- 9.11 Section 00320 - Electronic File(s) Disclaimer, pages 1 to 1.

9.12 Section 00415 - Public Entity Crimes pursuant to Section 287.133(1995), Florida Statutes, on public entity crimes and consisting of 1 page.

9.13 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.

9.14 Section 00425 - Non-Collusive Affidavit.

9.15 Insurance certificates per the requirements of Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.

9.16 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

9.17 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.

9.18 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 9.

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 OWNER. 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 OWNER 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 OWNER 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 OWNER 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, if determined to be acting on behalf of the OWNER as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the OWNER to perform the service.
- (b) Upon request from the OWNER's custodian of public records or designee, provide the OWNER 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 OWNER.
- (d) Upon completion of this Contract, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER 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 OWNER, upon request from the OWNER's custodian of public records or designee, in a format that is compatible with the information technology systems of the OWNER.

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, kwynd@pvcfl.com, OR BY MAIL AT OWNER OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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:



VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Mayor

Attest:

Kimberly Hynn
Village Clerk

Approved as to form:

Village Attorney

Signed, Sealed and Witnessed
in the Presence of:

CONTRACTOR

Foster Marine Contractors, Inc.

Marcy L. Cabanas
Marcy L. Cabanas

By: _____

(Seal)

Kevin E. Schwiderson
Vice President

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF)
COUNTY OF) SS:

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 and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____
_____ the day and year above written.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____
COUNTY OF _____

)
) SS:
)

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 acknowledged that he 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.

Notary Public

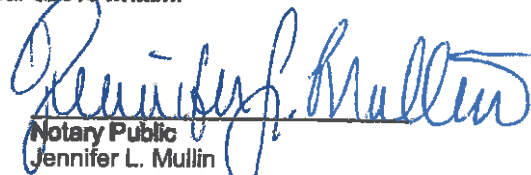
My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

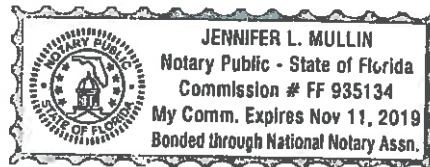
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

On this 27 th day of March, 2019, before me personally came _____
Kevin E. Schwiderson and _____ appeared, to
known, who, being by me duly sworn, did depose and say that he resides at
125 Suffolk C, Boca Raton, Florida that he is the
Vice President
of Foster Marine Contractors, Inc. the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that one of the impressions affixed to said
instrument is an impression of such seal; that he is the proper official of said corporation designated
to execute such contract, that he has authority so to do, that he executed same for and in behalf of
said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at 3180 Fairlane Farms Rd, Ste. 1,
Wellington, Florida 33414 the day and year above written.


Notary Public
Jennifer L. Mullin
Commission # FF 935134

My Commission Expires: November 11, 2019



END OF SECTION

FOUNTAIN VIEW LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 21,000.00	\$ 21,000.00
2	Demolition	LS	1	\$ 21,000.00	\$ 21,000.00
3	Excavation	CY	10	\$ 112.00	\$ 1,120.00
4	8" Compacted Subgrade	SY	76	\$ 55.00	\$ 4,180.00
5	6" Concrete Driveway	SY	36	\$ 100.00	\$ 3,600.00
6	2' High Black Vinyl Chain Link Fence	LF	28	\$ 64.00	\$ 1,792.00
7	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	27	\$ 190.00	\$ 5,130.00
7a	6' High Double Gate	EA	1	\$ 2,160.00	\$ 2,160.00
8	Detectable Warning	SF	7	\$ 140.00	\$ 980.00
9	4' Diameter Structure with Frame and Grate	EA	1	\$ 2,600.00	\$ 2,600.00
10	18" RCP Pipe	LF	28	\$ 95.00	\$ 2,660.00
11	Connect to Existing Structure	LS	1	\$ 2,000.00	\$ 2,000.00
12	4" DIP FM	LF	20	\$ 225.00	\$ 4,500.00
13	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 12,300.00	\$ 12,300.00
14	6" Concrete Pad	SY	40	\$ 90.00	\$ 3,600.00
15	4" Flanged Check Valve	EA	2	\$ 1,300.00	\$ 2,600.00

16	4" Flanged Plug Valve	EA	3	\$ 650.00	\$ 1,950.00
17	Fittings	TN	0.15	\$ 22,000.00	\$ 3,300.00
18	Pressure Gauge Assembly	EA	1	\$ 2,800.00	\$ 2,800.00
19	2" DWV P-Trap Assembly	EA	1	\$ 1,650.00	\$ 1,650.00
20	4" DIP Vent with Screen Assembly	EA	1	\$ 1,200.00	\$ 1,200.00
21	Lift Station RPZ Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
22	Coatings for Structures and Piping 10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf	LS	1	\$ 9,800.00	\$ 9,800.00
23	Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 6,200.00	\$ 6,200.00
24	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 47,650.00	\$ 47,650.00
25	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
26	SERVICE CONDUCTOR, F&I, INSU, NO.2 ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN,	LF	800	\$ 4.00	\$ 3,200.00
27	JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
28	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
29	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00
30	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,900.00	\$ 10,900.00
31	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
32	Removal of Vegetation	LS	1	\$ 2,500.00	\$ 2,500.00

33	Clear & Grub	LS	1	<u>\$1,800.00</u>	<u>\$1,800.00</u>
34	Landscape Restoration	LS	1	<u>\$4,800.00</u>	<u>\$4,800.00</u>
35	Allowance	LS	1	<u>\$13,000.00</u>	13,000.00

Fountain View Lift Station Subtotal Bid Amount \$ 280,672.00

MEDITERRANEAN LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>
2	Demolition	LS	1	<u>\$22,000.00</u>	<u>\$22,000.00</u>
3	Excavation	CY	6	<u>\$130.00</u>	<u>\$780.00</u>
4	8" Compacted Subgrade	SY	19	<u>\$55.00</u>	<u>\$1,045.00</u>
5	Type D Curb	LF	17	<u>\$100.00</u>	<u>\$1,700.00</u>
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	34	<u>\$225.00</u>	<u>\$7,650.00</u>
7	1.2 ft High Gravity Wall	LF	6	<u>\$250.00</u>	<u>\$1,500.00</u>
8	Connect to Existing Structure	LS	1	<u>\$3,200.00</u>	<u>\$3,200.00</u>
9	6" DIP Pipe	LF	7	<u>\$435.00</u>	<u>\$3,045.00</u>
10	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	<u>\$11,900.00</u>	<u>\$11,900.00</u>

11	6" Concrete Pad	SY	19	\$ 75.00	\$ 1,425.00
12	6" Flanged Check Valve	EA	2	\$ 1,500.00	\$ 3,000.00
13	6" Flanged Plug Valve	EA	2	\$ 900.00	\$ 1,800.00
14	4" Plug Valve	EA	1	\$ 600.00	\$ 600.00
15	Fittings	TN	0.24	\$ 31,800.00	\$ 7,632.00
16	Pressure Gauge Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
17	2" DWV P-Trap Assembly	EA	1	\$ 1,250.00	\$ 1,250.00
18	4" DIP Vent with Screen Assembly	EA	1	\$ 1,100.00	\$ 1,100.00
19	Lift Station RPZ Assembly	EA	1	\$ 1,850.00	\$ 1,850.00
20	Coatings for Structures and Piping 10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf	LS	1	\$ 11,300.00	\$ 11,300.00
21	Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 4,300.00	\$ 4,300.00
22	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 72,000.00	\$ 72,000.00
23	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
24	SERVICE CONDUCTOR, F&I, INSU, NO.2 ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN,	LF	800	\$ 5.00	\$ 4,000.00
25	JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
27	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00

28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 9,400.00	\$ 9,400.00
29	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
30	Clear & Grub	LS	1	\$ 2,600.00	\$ 2,600.00
31	Landscape Restoration	LS	1	\$ 5,400.00	\$ 5,400.00
32	Allowance	LS	1	\$13,000.00	13,000.00

Mediterranean Lift Station Subtotal Bid Amount \$ 291,277.00

WOODLANDS LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 22,500.00	\$ 22,500.00
2	Demolition	LS	1	\$ 36,900.00	\$ 36,900.00
3	Excavation	CY	160	\$ 51.00	\$ 8,160.00
4	8" Compacted Subgrade	SY	54	\$ 50.00	\$ 2,700.00
5	Manhole	EA	1	\$ 14,500.00	\$ 14,500.00
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	98	\$ 86.00	\$ 8,428.00
7	Finish Grading	SY	22	\$ 185.00	\$ 4,070.00
8	Connect to Existing Structure	LS	1	\$ 3,700.00	\$ 3,700.00

8a	Pavement Replacement	SY	7	\$ 380.00	\$ 2,660.00
8b	Sidewalk Replacement	SY	7	\$ 330.00	\$ 2,310.00
9	6" DIP Pipe	LF	16	\$ 250.00	\$ 4,000.00
10	8" DIP Pipe	LF	38	\$ 450.00	\$ 17,100.00
11	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 8,700.00	\$ 8,700.00
12	6" Concrete Pad	SY	54	\$ 135.00	\$ 7,290.00
13	6" Flanged Check Valve	EA	2	\$ 2,000.00	\$ 4,000.00
14	6" Flanged Plug Valve	EA	2	\$ 1,500.00	\$ 3,000.00
15	4" Plug Valve	EA	1	\$ 1,300.00	\$ 1,300.00
16	Fittings	TN	0.21	\$ 31,000.00	\$ 6,510.00
17	Pressure Gauge Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
18	2" DWV P-Trap Assembly	EA	1	\$ 2,200.00	\$ 2,200.00
19	4" DIP Vent with Screen Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
20	Lift Station RPZ Assembly	EA	1	\$ 2,550.00	\$ 2,550.00
21	Coatings for Structures and Piping	LS	1	\$ 20,000.00	\$ 20,000.00
22	8' Wetwell w/ 10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 99,300.00	\$ 99,300.00
23	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 70,800.00	\$ 70,800.00

24	CONDUIT, F&I, 2" PVC	LF	200	\$ 16.00	\$ 3,200.00
25	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 5.00	\$ 4,000.00
26	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ 12,500.00	\$ 12,500.00
27	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
28	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 56,800.00	\$ 56,800.00
29	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,500.00	\$ 10,500.00
30	FPL Service Connection Charge	LS	1	\$ 6,250.00	\$ 6,250.00
31	Clear & Grub	LS	1	\$ 5,400.00	\$ 5,400.00
32	Landscape Restoration	LS	1	\$ 6,250.00	\$ 6,250.00
33	Allowance	LS	1	\$16,000.00	16,000.00

Woodlands Lift Station Subtotal Bid Amount

\$ 478,478.00

TOTAL OF ALL BID PRICES

\$ 1,050,427.00

BID FORM 00310-4 to 00310-10



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Administration

ITEM 6.17: Approval of Insurance Renewal (FY 2021) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)

SUMMARY:

The Village's contracted insurance broker, Gehring Group, previously secured a 2-year rate guarantee incorporating FY 2019/2020 and FY 2020/2021 annual rates for property, casualty, liability and workers compensation insurance. As a result, Gehring Group is recommending that the Village remain with our current carrier, Florida League of Cities (FMIT), for this upcoming plan year, which would provide the Village with following benefits:

1. Provide the highest level of benefits
2. Fixed rates during the currently uncertain and reactive insurance market that has occurred due to COVID-19
3. Consistency with a single carrier will assist with current and future premium pricing
4. Maintaining the current carrier would significantly reduce the education and coverage related issues associated with changing to another company

In accordance with the Village's Procurement Code (Sec. 58-2. Exempt Purchases.) and following receipt of both bids to provide insurance coverage, Gehring Group began negotiating directly with our current carrier, Florida League of Cities (FMIT), to achieve the following proposed premium rates for FY 2021:

Coverage Type	Current Rates	Proposed Rates
	<u>FY 19/20</u>	<u>FY 20/21</u>
Property & Equipment	\$116,509	\$116,581
General Liability*	\$169,469	\$184,980
Auto Liability & Auto Physical Damage	\$101,453	\$ 87,685
Workers' Compensation	\$370,983	\$393,762
Pollution Liability	\$ 3,819	\$ 4,201
Statutory AD&D	\$ 3,164	\$ 3,480
LESS: Return of FMIT Premium Credit	<u>N/A</u>	<u>N/A</u>
Total Annual Premium	\$765,397	\$790,689

*Includes Public Officials Liability & Employment Practice Liability and Law Enforcement Liability, and Cyber Security is also included.

Note: Due to various issues within Florida and our country, the FMIT's annual Return of Premium Credit was not available to be received by members of FMIT in 2020 (This is the 2nd consecutive year that this credit was not available to the Village).

In FY 2019/2020, the Gehring Group negotiated a 2-year rate guarantee for the Village of Palm Springs with the Florida Municipal Insurance Trust. This rate guarantee ensured that the premium rate factors for the Villages insurance premiums would not increase in Year 2, but, would assist if the Village experienced any decreases to the rates. Only changes to the Village's asset schedules or changes to the expected payrolls would effect the annual premium.

For FY 2020/2021, The Village received a 3.3% total annual premium increase (\$25,292), mainly due to increases to property, inland marine schedules and payroll. As a result, the Gehring Group recommends that the Village remain with FMIT and continue its coverage for FY 2020/2021.

The proposed annual premium has been reviewed by the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the Village would accept the Florida Municipal Insurance Trust's (FMIT) pricing including all terms, conditions and pricing. The term of the proposed contract would be for a one (1) year and would expire on September 30, 2021. 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.

The Village's Procurement Code, Section 58-2. - Exempt purchases., provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection

purchase requirements set forth in this purchasing code: (29) Payments for casualty and property insurance after approval of contract by Village Council.

The proposed annual premiums were prepared by FMIT and reviewed by the Gehring Group, the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the Village's new premiums for FY 2021 will be effective beginning October 1, 2020.

FISCAL IMPACT:

The proposed premiums are included within the proposed FY 2021 Budget - General Fund and Water and Sewer Enterprise Fund.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Village of Palm Springs - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT) - Renewal Evaluation - FY 2020/2021

VILLAGE OF PALM SPRINGS
PROPERTY & CASUALTY INSURANCE
2020-2021 EVALUATION



	<i>Current</i>			<i>Renewal</i>		
	Florida Municipal Insurance Trust 2019/2020			Florida Municipal Insurance Trust 2020/2021		
Coverage Type	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium
Property & Equipment Breakdown	\$ 5,000	\$ 34,875,342	\$ 116,509	\$ 5,000	\$ 34,898,768	\$ 116,581
Flood		\$ 5,000,000	Included Above		\$ 5,000,000	Included Above
Inland Marine - Scheduled	*Various	\$ 1,034,070	Included Above	*Various	\$ 1,117,377	Included Above
Crime Coverage	\$ 5,000	\$ 1,000,000	Included Above	\$ 5,000	\$ 1,000,000	Included Above
Total Property			\$ 116,509			\$ 116,581
General Liability	\$ -	\$ 1,000,000	\$ 169,469	\$ -	\$ 1,000,000	\$ 184,980
Payroll Basis		\$ 8,331,304			\$ 8,807,114	
Public Official Liability & Employment Practices Liability	\$ -	\$ 1,000,000	Included Above	\$ -	\$ 1,000,000	Included Above
Law Enforcement Liability	\$ -	\$ 1,000,000	Included Above	\$ -	\$ 1,000,000	Included Above
Cyber Liability	\$ 35,000	\$ 2,000,000	Included Above	\$ -	\$ 2,000,000	Included Above
Auto Liability	\$ -	\$ 1,000,000	\$ 101,453	\$ -	\$ 1,000,000	\$ 87,685
Personal Injury Protection	N/A	\$ 10,000	Included Above	N/A	\$ 10,000	Included Above
Medical Payments	N/A	\$ 5,000	Included Above	N/A	\$ 5,000	Included Above
Auto Physical Damage		Per Schedule	Included Above		Per Schedule	Included Above
Comp & Collision Coverage	\$ -	Per Schedule	Included Above	\$ -	Per Schedule	Included Above
# Vehicles/Trailers & Valuation		139 / \$3,784,475			126 / \$3704,386	
Total Liability & Auto			\$ 270,922			\$ 272,665
Workers' Compensation	\$ -		\$ 370,983	\$ -		\$ 393,762
Payroll Exposure Basis:		\$13,029,155			\$13,326,792	
Experience Modification Factor	1.48			1.25		
Total Workers' Compensation			\$ 370,983			\$ 393,762
Pollution Liability	10,000	\$ 1,000,000	\$ 3,819	10,000	\$ 1,000,000	\$ 4,201
Statutory AD&D		\$75,000 \$75,000 \$225,000	\$ 3,164		\$75,000 \$75,000 \$225,000	\$ 3,480
Total Additional Insurance			\$ 6,983			\$ 7,681
Final Annual Premium			\$ 765,397			\$ 790,689
\$ Increase/Decrease						\$ 25,292
% Increase/Decrease						3.3%

Named Storm Deductible : 5% of scheduled Bldg., Pers. Prop., PITO and BI; Applied separately & individually to each Bldg., Pers. Prop and PITO.

Return of Premium Credit : Not available via FMIT in 2020. 2019 Return of Premium Credit via FMIT was \$0.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Administration

ITEM 6.18:

Dissolve Emergency Resolution No. 2020-34 - Declaration of State of Emergency within the Village of Palm Springs, Tropical Storm Eta

SUMMARY:

On Sunday, November 8, 2020, the Council approved Resolution No. 2020-34, 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: Monday, November 9, 2020, at 7 a.m., the Village Manager declared a State of Emergency due to the impact from Tropical Storm Eta. However, as the storm moved northeast 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. 2020-34) on Monday, November 9, 2020, at noon.

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. 2020-34 in relation to the emergency concerns from Tropical Storm Eta as of Monday, November 9, 2020, at noon.

FISCAL IMPACT:

The proposed dissolution of Emergency Resolution No. 2020-34 does not have a fiscal impact to the Village.

ATTACHMENTS:

Email Terminating the Local State of Emergency - November 9, 2020

Proposed Resolution No. 2020-34 Declare a State of Emergency - Tropical Storm Eta

Kimberly M. Wynn

From: Richard J. Reade
Sent: Monday, November 9, 2020 11:44 AM
To: Josefina S. Maliska; Ashley Saingilus; Justin Lucas; Kimberly K. Glas-Castro; Kimberly M. Wynn; Rebecca L. Morse; Ronald R. Eyma; Suvi K. Manner; Thomas Cook; Tom A. Ceccarelli
Cc: Chad Girard; Mariana Ortega-Sanchez; Leanna K. Collazo; Janette M. Piedra; Robert Perez; Glen Torcivia; Christy Goddeau (christy@torcivialaw.com)
Subject: Declaration of State of Emergency - Removed on Monday, November 9, 2020 - 12:00 p.m. (NOON)
Attachments: New News Flash Palm Springs Offices Re-Open at Noon Today for vpsfl.org; Village Offices to Reopen at Noon on Monday, November 9

Good morning,

Please note that the previously established Declaration of State of Emergency for the Village of Palm Springs as a result of the effects of Tropical Storm Eta will be terminated on Monday, November 9, 2020 at 12:00 p.m. (NOON). Additionally, this termination will be brought to the Village Council during their upcoming meeting on Thursday, November 12, 2020 for final approval.

As a result, the Village will proceed with its regular operations for the remainder of the day. Please note that some Village recreational facilities may be closed due to the rainfall that was received and notices, if necessary, will be placed on site.

Finally, staff has already begun the process of notifying our public and customers that Village Hall and all normal operations will continue/resume today at Noon.

Should you have any questions, do not hesitate to contact me.

Thank you and all of your staff for a great job in being prepared to assist and support our community during this storm. Your professionalism and dedication to the Village is so evident and, on behalf of the Mayor and Council and our entire community, I want to say thank you to all of our staff during this difficult time...

Thank you.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs

Tel: 561.965.4011
E-mail: rreade@vpsfl.org

From: Richard J. Reade
Sent: Monday, November 9, 2020 8:46 AM
To: Josefina S. Maliska <jmaliska@vpsfl.org>; Ashley Saingilus <asaingilus@vpsfl.org>; Justin Lucas <jlucas@vpsfl.org>; Kimberly K. Glas-Castro <kglas-castro@vpsfl.org>; Kimberly M. Wynn <kwynn@vpsfl.org>; Rebecca L. Morse <rmorse@vpsfl.org>; Ronald R. Eyma <reyma@vpsfl.org>; Suvi K. Manner <smanner@vpsfl.org>; Thomas Cook <tcook@vpsfl.org>; Tom A. Ceccarelli <tceccarelli@vpsfl.org>
Cc: Chad Girard (cgirard@vpsfl.org) <cgirard@vpsfl.org>; Mariana Ortega-Sanchez <mariana@vpsfl.org>; Leanna K.

Collazo <collazo@vpsfl.org>; Janette M. Piedra <jpiedra@vpsfl.org>; Robert Perez <rperez@vpsfl.org>; Glen Torcivia <glen@torcivialaw.com>; Christy Goddeau (christy@torcivialaw.com) <christy@torcivialaw.com>

Subject: FW: New News Flash All Non-Essential Offices Closed At This Time for vpsfl.org

Good morning,

I wanted to send a quick note following the Village Council's unanimous determination to approve Resolution #2020-34 on Sunday, November 8, 2020. This Resolution provides the following:

- . On November 7, 2020, Governor of the State of Florida, Ron DeSantis has issued Executive Order 20-277 declaring a State of Emergency in the abundance of caution, declared a state of emergency for the following counties: Broward, Collier, Hendry, Lee, Martin, Miami-Dade, Monroe and Palm Beach in response to Tropical Storm Eta.
- . The Village Council called an emergency meeting to provide the Village Manager the authority to enact a local state of emergency. The Village Manager, once he enacts a local state of emergency, he is hereby authorized to take any and all actions deemed necessary to protect and preserve the health, safety and welfare of the citizens of the Village of Palm Springs and the public at-large and as may be set forth in Section 2-3 of the Code of Ordinances.
- . The Village will continue to monitor this potentially dangerous storm and will work with and coordinate with all local, county, state and federal agencies and emergency management authorities.

As a result, and as Village Manager, I have made the determination to declare a State of Emergency for the Village of Palm Springs beginning at 7 a.m. on Monday, November 9, 2020. Thus, all aspects of the approved Resolution are in effect until further notice.

Thank you.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs

Tel: 561.965.4011

E-mail: rreade@vpsfl.org

From: Home <listserv@civicplus.com>

Sent: Monday, November 9, 2020 6:09 AM

To: Richard J. Reade <rreade@vpsfl.org>

Subject: New News Flash All Non-Essential Offices Closed At This Time for vpsfl.org

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.

[View this in your browser](#)

November 09, 2020

All Non-Essential Offices Closed At This Time

The Village of Palm Springs declares a State of Emergency beginning at 7:00 am on Monday, November 9, 2020 due to the significant effects from Tropical Storm Eta..... [Read on](#)

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[Unsubscribe](#)

RESOLUTION NO. 2020-34

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING THAT THE VILLAGE MANAGER MAY ENACT A LOCAL STATE OF EMERGENCY WITHIN THE VILLAGE OF PALM SPRINGS AS NEEDED AND RELATED TO TROPICAL STORM ETA; THE VILLAGE COUNCIL FURTHER PROVIDES THAT THE VILLAGE MANAGER HAS THE AUTHORITY TO AUTHORIZE THE EVACUATION OF RESIDENTS FROM CERTAIN AREAS OF THE VILLAGE OR THE WHOLE VILLAGE, TO MAKE EMERGENCY PURCHASES, DECLARE A PEDESTRIAN AND VEHICULAR CURFEW AND CALL AN EMERGENCY MEETING OF THE VILLAGE COUNCIL AS WELL AS TO SUSPEND, CANCEL OR RESCHEDULE NON-ESSENTIAL PUBLIC MEETINGS, LIMIT PUBLIC ACCESS TO VILLAGE FACILITIES AND SERVICES, PROVIDE FOR EMPLOYMENT MATTERS INCLUDING BUT NOT LIMITED TO FLEXIBLE SCHEDULING AND ALTERNATIVE STAFFING MODELS TO SERVE THE VILLAGE'S NEEDS; INCLUDING CANCELLING OUTSIDE EVENTS AND ACTIVITIES AND OTHER RELATED PURPOSES FOR EFFICIENT AND SAFE OPERATIONS FOR THE VILLAGE BUSINESS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as on Saturday, November 7, 2020, Governor Ron DeSantis, Governor of the State of Florida, has issued Executive Order 20-277, declaring a State of Emergency in the abundance of caution, for the following counties: Broward, Collier, Hendry, Lee, Martin, Miami-Dade, Monroe and Palm Beach of the State of Florida in response to Tropical Storm Eta; and

WHEREAS, by declaring a State of Emergency in all Florida counties, Governor Ron DeSantis wants to ensure that local governments have ample time, resources and flexibility to be prepared for this dangerous storm and are not hindered, delayed or prevented from taking all necessary actions to keep communities safe.

WHEREAS Section 2.3 of the Village of Palm Springs Code of Ordinances authorizes among other things, curfews, and emergency procurement procedures during a state of emergency; and,

WHEREAS, the health and safety of the public related to Tropical Storm Eta is of paramount importance; thus, it is in the best interest of the residents of the Village of Palm Springs for the Village Council to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby directs that due to the impending impacts from Tropical Storm Eta and to ensure the protection of the residents of the Village of Palm Springs, until directed otherwise by the Village Council, the determination of a local state of emergency, pursuant to Section 2-3 of the Code of Ordinances, may be made by the Village Manager in regards to Tropical Storm Eta, which poses a severe threat to the east coast of the State of Florida, including the Village and its residents, and requires that timely precautions are taken to protect the Village's critical infrastructure, residents, structures, and general welfare of the Village.

The Village Council further provides that the Village Manager has the authority to call an emergency meeting of the village council as well as to suspend, cancel or reschedule non-essential public meetings, limit public access to Village facilities and services, provide for flexible scheduling and alternative staffing models, telecommuting paid leave time and other pandemic pay policies to serve the residents' needs; also cancelling outside events and activities and other related purposes for efficient and safe operations for the Village business. To the extent the Village Manager must enact a temporary policy which conflicts with an existing ordinance, resolution or policy of the Village Council, the Village Manager shall temporarily enact said policy and seek ratification of the policy by the Village Council at such time as is reasonably possible and consistent with all Federal, State and County preventative and mitigation measures currently in existence.

Section 2. The Village Manager, once he enacts a local state of emergency, is hereby authorized to take any and all actions deemed necessary to protect and preserve the health, safety and welfare of the citizens of the Village of Palm Springs and the public at-large and as may be set forth in Section 2-3 of the Code of Ordinances.

Section 3. Tropical Storm Eta could seriously affect and threaten the lives and property of the residents of the Village of Palm Springs and therefore, the Village Council authorizes the evacuation of citizens as determined by the Palm Beach County Emergency Management Operations, the Village Manager and/or the Police Chief

Section 4. Such evacuation shall remain in effect until a competent authority declares the State of Emergency terminated, or otherwise revised or rescinded.

Section 5. This authority to the Village Manager shall only extend until action by the Village Council terminates such authority.

Section 6. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	X	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	X
GARY M. READY, MAYOR PRO TEM	X	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	X
JONI BRINKMAN, COUNCIL MEMBER	X	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 9th day of **November 2020**.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: *Beverly Smith*
BEV SMITH, MAYOR

ATTEST:

BY: *Kimberly M. Wynn*
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: *Glen J. Torcivia*
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Ordinance No. 2020-20 - Comprehensive Plan Text Amendment - Capital Improvements Element - Annual Update to Five-Year Capital Improvement Plan (CIP) (*First Reading*)

SUMMARY:

The Village's Comprehensive (Comp) Plan, which is required by state law, includes principles, guidelines, standards and strategies for the orderly and balanced future economic, social, physical, environmental and fiscal development within our community and reflects the Village's commitment to implement the plan and its elements. The Village's Comp Plan helps to guide future decisions and describes how the Village's programs, activities, and land development regulations will be initiated, modified or continued to be implemented as outlined within the comprehensive plan consistently.

The Five-Year Capital Improvement schedule, within the Capital Improvements Element of the Comp Plan, identifies funding for capital projects necessary to achieve and maintain adopted level of service standards for public facilities that are necessary to implement (meet the requirements of) the Comp Plan.

The proposed update to the Five-Year Capital Improvement Schedule incorporates the Village's FY 2021 Capital Improvement Plan (CIP) for all Village budgetary funds (identifies needed capital improvements that have been programmed/planned/funded within the approved FY 2021 Budget and within future fiscal years).

The proposed amendment has been submitted for review through the Intergovernmental Plan Amendment Review Committee (IPARC) and no comments were received.

The Planning & Zoning Board will consider the proposed amendment during its November 10, 2020 meeting and their recommendation will be shared with the Village Council prior to

consideration.

The Local Planning Agency (LPA) will consider the proposed Comprehensive Plan Text Amendment during its November 12, 2020 meeting and their recommendation will be shared with the Village Council prior to 1st reading of the ordinance.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Planning, Zoning and Building Director.

If approved on 1st reading, the proposed ordinance will be presented to the Village Council for consideration on 2nd and final reading during the December 10, 2020 Council meeting.

FISCAL IMPACT:

The proposed Comprehensive Plan amendment identifies needed capital improvements that have been programmed/planned/funded within the approved FY 2021 Budget and within future fiscal years.

ATTACHMENTS:

Proposed Ordinance No. 2020-20 Comprehensive Plan Text Amendment - Capital Improvements
Element - Annual Update to Five-Year Capital Improvement Plan (CIP)
Exhibit "A" - Village of Palm Springs' Capital Improvement Plan (CIP)

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING THE VILLAGE'S 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida, ("Village") recognizes the need to plan for orderly growth and development; and

WHEREAS, the Village Council has reviewed the proposed amendments to the Capital Improvements Element of the Village Comprehensive Plan, which is not an amendment to the Village's Comprehensive Plan pursuant to F.S. 163.3177(3)(b), as set forth in the attached **Exhibit "A"**; 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. The Village Council of the Village of Palm Springs, Florida hereby amends the Capital Improvement Element to the Village Comprehensive Plan as set forth on the attached Exhibit "A", which will be incorporated into the current comprehensive plan.

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

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

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

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTIE WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRIKMAN, 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
6 YEAR CAPITAL BUDGET PLAN
FISCAL YEARS 2021- 2026

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Finance	56400		Furniture for new staff	5,000						\$ 5,000
			Finance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
IT	56400		Digital Bulletin Board / Information Software and Signage for Village Lobby (Various Locations)	-	\$ 11,000	\$ 4,000	\$ 4,000	\$ 3,500	\$ 6,500	\$ 29,000
IT	56400		Furniture for Staff	5,000	5,000					\$ 10,000
IT	56400		AC System for DataCenter	6,000				75,000		\$ 81,000
IT	56400		Village Wide Camera System Upgrade and Maintenance	15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
IT	56400		Hatchback car or mini SUV for IT staff use	30,000						\$ 30,000
			Virtual Desktop Infrastructure (VDI) - replaces desktops with thin clients (dumb terminals) to enables remote and secure work-from-home for natural disasters or pandemic. Saves on hardware as we no longer need to purchase powerful expensive desktops.	60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 360,000
IT	56400		Storage Area Network				25,000		25,000	\$ 50,000
IT	56400		Network Switches		15,000			15,000	15,000	\$ 45,000
IT	56400		APC Battery Replacements		5,000	5,000	5,000		5,000	\$ 20,000
IT	56400		LTO Tapes and Tape Drive Replacement		1,800	1,800				\$ 3,600
IT	56400		5 Year Replacement of VH Servers			20,000		30,000		\$ 50,000
IT	56400		Timekeeping Devices					7,000		\$ 7,000
IT	56601		Windows Server Software	5,000	-		5,000			\$ 10,000
IT	56601		Log and Event Manager security software	8,000						\$ 8,000
IT	56601		servers, increased functionality, allows virtual relocation & required for thin client VDI	35,000						
IT	56601		Laserfiche Avante enhanced services includes digital forms and workflow (first year includes licensing and implementation) Recurring will be \$2,205	39,125						
IT	56601		Advanced Scheduling Software including implementation					20,000		\$ 20,000
IT	56601		Time & Attendance Software including implementation					50,000		\$ 50,000
			Information Technology	\$ 203,125	\$ 112,800	\$ 105,800	\$ 114,000	\$ 275,500	\$ 126,500	\$ 863,600
Gen Govt	56200		Village Hall Buildout	\$ 238,800						\$ 238,800
Gen Govt	56200		Interior alterations to Finance office areas to improve functionality and accommodate new staff	25,000	-	-	-	-	-	\$ 25,000
Gen Govt	56300		Replace flooring in Finance and PZB	48,000						\$ 48,000
Gen Govt	56400		Repair/Repair Village Hall AC Units	500,000						\$ 500,000
			General Government	\$ 811,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 811,800
P,Z & B	56300		Village match (local initiatives or TAP grant) Lake Worth Road complete streets (TO# 259)	\$ -	\$ -	\$ -	\$ -	250,000		\$ 250,000
P,Z & B	56300		Village match (local initiatives or TAP grant) Davis Road/Lake Worth Road intersection					250,000		\$ 250,000
P,Z & B	56400		Purchase additional department vehicle for inspections, etc.	-	25,000	25,000				\$ 50,000
P,Z & B	56601		EnerGov software/hardware solution for permitting	102,000						\$ 102,000
			Planning, Zoning & Building	\$ 102,000	\$ 25,000	\$ 25,000	\$ -	\$ 500,000	\$ -	\$ 652,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Police	56200	269	Police Department Expansion TO#269	\$ 1,181,250	\$ 1,005,000	\$ -	\$ -	\$ -	\$ -	\$ 2,186,250
Police	56200		Replace Garage Bay Doors	25,000	30,000	30,000				\$ 85,000
Police	56200		Indoor/Outdoor Police Storage Facility		1,100,000	-				\$ 1,100,000
Police	56200		Modular 50' 2-Lane Shooting Range		150,000	-				\$ 150,000
Police	56400		Police Vehicles (avg 6-8 per year)	325,000	297,500	297,500	297,500	297,500	297,500	\$ 1,812,500
Police	56400		Police Vehicles (4) for newly annexed areas	-	170,000					\$ 170,000
Police	56400		Replace Explorer Van	-	35,000					\$ 35,000
Police	56400		In-Car Cameras (avg 8 per year)	33,000	33,000	33,000	33,000	33,000	33,000	\$ 198,000
Police	56400		Volunteer Coordinator Vehicle	-	23,000					\$ 23,000
Police	56400		Code Enforcement Vehicle for newly annexed areas	-	20,000					\$ 20,000
Police	56400		Drones (2)	10,000						\$ 10,000
Police	56400		Purchase/Replace Traffic Analyzer	5,000						\$ 5,000
Police	56400		Card Access Doors	-	8,000	-				\$ 8,000
Police	56400		Computer Server for In-car Cameras	-	8,000	-				\$ 8,000
Police	56400		Purchase/Replace Light Trailer	-	-	20,000				\$ 20,000
Police	56400		Radios (3 radios for spares)	-	12,000	-		12,000		\$ 24,000
Police	56400		Replace Utility Vehicle	-	15,000	-				\$ 15,000
Police	56400		Speed Measuring Radar	-	11,100	-				\$ 11,100
Police	56400		Timekeeping Device for Police Station	-	-	-	3,500			\$ 3,500
Police	56400		Building Generator		55,680	-				\$ 55,680
Police	56400		Purchase/Replace Speed Measuring Trailer		15,000					\$ 15,000
Police Department				\$ 1,579,250	\$ 2,988,280	\$ 380,500	\$ 334,000	\$ 342,500	\$ 330,500	\$ 5,955,030
Public Works	56200	261	Storage Building for Maintenance equipment - (Carryforward)	220,000						\$ 220,000
Public Works	56200		Village Hall Roof Replacement		150,000					\$ 150,000
Public Works	56200		Village Hall Renovations - Parks & Rec Area		138,000					\$ 138,000
Public Works	56300	259	Intersection Impr (calming/beautification) 3 intersections TO# 259 - Sales Tax		460,000					\$ 460,000
Public Works	56300		Congress Ave "Complete Street" Improvements - Sales Tax		150,000	1,350,000				\$ 1,500,000
Public Works	56300		Pedestrian Safety Enhancements, Congress & 10th Ave N - Sales Tax		50,000	-				\$ 50,000
Public Works	56300		Bike Lanes, 2nd Ave to 6th Ave S - Sales Tax		30,000	-				\$ 30,000
Public Works	56400		Replacement 60-Foot Bucket Truck w/o Air Brakes	-	220,000					\$ 220,000
Public Works	56400		Replacement Backhoe	101,000						\$ 101,000
Public Works	56400		Replacement Ditch Mower	-	100,000				100,000	\$ 200,000
Public Works	56400		Monument Signs (possible 4 locations) (Carryover)	60,000						\$ 60,000
Public Works	56400		F-250 Truck Replacements	35,000		35,000	35,000			\$ 105,000
Public Works	56400		F-150 Truck Replacements	-	25,000	25,000	25,000	25,000	30,000	\$ 130,000
Public Works	56400		Replacement Concrete Grinder	10,000					18,000	\$ 28,000
Public Works	56400		Replacement Bobcat Trailer	6,000					10,000	\$ 16,000
Public Works	56400		New Billy Goat Outdoor Vacuum	6,500					7,000	\$ 13,500
Public Works	56400		New HD Pallet Racks	6,000			6,000		6,000	\$ 18,000
Public Works	56400		Village Hall HVAC Renovation			250,000				\$ 250,000
Public Works	56400		Village Hall Generator Replacement				150,000			\$ 150,000
Public Works				\$ 444,500	\$ 1,323,000	\$ 1,660,000	\$ 216,000	\$ 25,000	\$ 171,000	\$ 3,839,500

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Library	56200		Staff workroom redesign to add another workstation	-	30,000					\$ 30,000
Library	56200		Replace North Public Entrance Door	20,000						\$ 20,000
Library	56300		Parking lot lighting improvement project (engineering, photo electric lighting assessment)	-	5,000					\$ 5,000
Library	56400	205	Replace Air Conditioning System (total project cost) TO# 205	35,000						\$ 35,000
Library	56400		Self Checkout Kiosk	-			8,050			\$ 8,050
Library	56400		Staff Laptop		2,000			2,000		\$ 4,000
Library	56400		Teen area computers with monitors - Qty??		2,800					\$ 2,800
Library	56400		Replace Wireless Access Points project (networking)						3,000	\$ 3,000
Library	56400		Replace Library Server					4,000		\$ 4,000
Library	56600		Adult Library Books	16,345	33,432	34,435	35,468	36,000	36,000	\$ 191,680
Library	56603		Children's Books	11,300	12,020	12,381	12,752	13,800	13,800	\$ 76,053
			Library	\$ 82,645	\$ 85,252	\$ 46,816	\$ 56,270	\$ 55,800	\$ 52,800	\$ 379,583
Parks & Rec	56100		New Community Center Purchase Property and Develop	\$ -	\$ 750,000	\$ 900,000	\$ 5,225,000	\$ 3,000,000	\$ -	\$ 9,875,000
Parks & Rec	56100		Purchase Property for Park on East Side and Develop		500,000	1,000,000				\$ 1,500,000
Parks & Rec	56200		Sago Park Group Pavilion (one large group pavilion) Sales Tax		75,000					\$ 75,000
Parks & Rec	56200		Sago Park Group Pavilion (one small group pavilion) Sales Tax		25,000					\$ 25,000
Parks & Rec	56200		Concession Stand Improvements including lift/elevator ADA to 2nd floor - Sales Tax		75,000					\$ 75,000
Parks & Rec	56200		Expand or Replace Equipment Storage Building				75,000			\$ 75,000
Parks & Rec	56300	255	Pathway Park - Expansion - TO#255 - Sales Tax & CDBG (engineering & construction)	837,187	494,034	800,000				\$ 2,131,221
Parks & Rec	56300	254	Sago Palm Park Improvements (park renovation, playground, shade, kayak launch, surfacing, renovate/replace restroom, ADA sidewalk)- Sales Tax, FRDAP, GFRev TO# 254	80,000	390,000					\$ 470,000
Parks & Rec	56300		Sabal Palm Park - landscaping and Security Improvements (Proposed FRDAP project)	-	50,000					\$ 50,000
Parks & Rec	56300	286	Lakewood Garden Park - Improvements (Proposed LWCF Grant)	400,000						\$ 400,000
Parks & Rec	56300		Village Center - Batting Cage and Bullpen Renovation		25,000					\$ 25,000
Parks & Rec	56300		Christmas Palm Park- (Emerson & Poe) Improvements					10,000		\$ 10,000
Parks & Rec	56300		Replace Outdoor Basketball Goals at Village Center		10,000					\$ 10,000
Parks & Rec	56300		Village Center - Splash Park Improvement Sales Tax	-	150,000					\$ 150,000
Parks & Rec	56400		Purchase of artificial Christmas Tree	-	20,000					\$ 20,000
Parks & Rec	56400		Field Utility Cart Replacement			17,500				\$ 17,500
Parks & Rec	56400		Sport Utility Vehicle to Replace Passenger Van	25,000						\$ 25,000
			Parks & Recreation	\$ 1,342,187	\$ 2,564,034	\$ 2,717,500	\$ 5,300,000	\$ 3,010,000	\$ -	\$ 14,933,721
			Total General Fund Capital	\$ 4,570,507	\$ 7,098,366	\$ 4,935,616	\$ 6,020,270	\$ 4,208,800	\$ 680,800	\$ 27,440,234
CRA	56300		Pavement Improvements along Laake Worth Road	15,000						\$ 15,000
			Palm Springs Community Redevelopment Agency	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56200	240	Vacuum Sewer - Vacuum Station No.1 Building Safety Improvements (Carryover)	\$ 134,665						\$ 134,665
W/S	56200	260	Material Storage Covering (2400 Building)	185,000						\$ 185,000
W/S	56200	261	Storage Building for Maintenance equipment TO# 261 (2nd building estimated design and construction)	110,000						
W/S	56200		Cust. Ser. - Utility Customer Service Drive-Thru Upgrades	-	100,000					\$ 100,000
W/S	56200		Refinish Lime Slaker Room Floor at Pratt WTP	20,000						\$ 20,000
W/S	56200		Remodel Electrician's Office	30,000						\$ 30,000
W/S	56300	218	Lift Station - Lift Station Rehab Program 2017 (Carryover)	964,886						\$ 964,886
W/S	56300	227	SCADA System Improvements Main WTP- Construction Phase	842,000						\$ 842,000
W/S	56300	233	Lift Station - Lift Station Rehab Program 2018(Carryover)	803,187						\$ 803,187
W/S	56300	234	FDOT/PBC Water Main Relocations (Prairie Rd TO# 234)	245,000						\$ 245,000
W/S	56300	238	Upgrade MIEX Regeneration System - Pratt WTP	974,594	524,781					\$ 1,499,375
W/S	56300	242	Replace Well No. 10 (Eastern/Main Wellfield) TO# 242	483,135					402,000	\$ 885,135
W/S	56300	247	FDOT/PBC Water Main Relocations (Kudza TO#247)	-	106,000	108,000	110,000	113,000	115,000	\$ 552,000
W/S	56300	262	Replace Well No. 9 (Eastern/Main Wellfield) TO#262	-	260,000					\$ 260,000
W/S	56300	268	Upgrade MIEX Regeneration System - Main WTP	1,049,621	565,181					\$ 1,614,802
W/S	56300	270	Vacuum Station No. 2 Vacuum Pump Upgrade TO#270	-	106,000					\$ 106,000
W/S	56300	275	Main WTP - Chlorine Feed Improvements - Piping, Instrumentation, Pumps	63,269						\$ 63,269
W/S	56300	276	RLP WTP - Chlorine Feed Improvements - Piping, Instrumentation, Pump	63,269						\$ 63,269
W/S	56300	284	Lift Station - SCADA System for Sewer Lift Stations Program TO# 284	523,806						\$ 523,806
W/S	56300		Well Rehabilitation - Well No. 17 (Eastern/Main Wellfield)	68,000						
W/S	56300		Force Main Capacity Improvement (WW-1) (8" CAP along L-9 Canal)	-	1,747,000					\$ 1,747,000
W/S	56300		Force Main Transmission System Interconnect (WW-3)		999,000	2,996,000				\$ 3,995,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-2)		843,000					\$ 843,000
W/S	56300		Replace Generator - Pratt WTP		832,000					\$ 832,000
W/S	56300		Lift Station - Annual Lift Station Rehab Program	-	690,000	704,000	718,000	732,000	747,000	\$ 3,591,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-1)		618,000	1,854,000				\$ 2,472,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-3)		345,000					\$ 345,000
W/S	56300		Replace Well No. 14 (Eastern/Main Wellfield)		265,000	265,000				\$ 530,000
W/S	56300		Gravity Sewer - Annual Infiltration/Inflow Program		260,000	265,000	271,000	276,000	282,000	\$ 1,354,000
W/S	56300		Emergency Generator - Well No. 4 (Eastern/Main Wellfield)		130,000					\$ 130,000
W/S	56300		Potable Water Interconnects		106,000	108,000	110,000	113,000		\$ 437,000
W/S	56300		Area Lighting Improvements (LED) - Main WTP		104,000					\$ 104,000
W/S	56300		Area Lighting Improvements (LED) - Pratt WTP		102,000					\$ 102,000
W/S	56300		Chlorine Contract Chambers Covers - Main WTP		52,000					\$ 52,000
W/S	56300		Chlorine Contract Chambers Covers - Pratt WTP		52,000					\$ 52,000
W/S	56300		Add Wells 6 & 7 to RLP WTP Power Distribution		531,000					\$ 531,000
W/S	56300		Sewer Force Main Capacity Improvement (WW-2)						293,000	\$ 293,000
W/S	56300		Ammonia Feed Building and Improvements - Main WTP					39,000		\$ 39,000
W/S	56300		Ammonia Feed Building and Improvements - Pratt WTP					39,000		\$ 39,000
W/S	56300		Emergency Generator - Well No. 1 (Western/RLP Wellfield)				138,000			\$ 138,000
W/S	56300		Emergency Generator - Well No. 12 (Eastern/Main Wellfield)				138,000			\$ 138,000
W/S	56300		Emergency Generator - Well No. 13 (Eastern/Main Wellfield)			135,000				\$ 135,000
W/S	56300		Emergency Generator - Well No. 18 (Eastern/Main Wellfield)					141,000		\$ 141,000
W/S	56300		Emergency Generator - Well No. 8 (Eastern/Main Wellfield)		133,000					\$ 133,000
W/S	56300		Filter Media Replacement - Pratt WTP					338,000		\$ 338,000
W/S	56300		Generator and Fuel Tank - Main WTP		1,008,000					\$ 1,008,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56300		Lime Sludge Handling Pit and Washwater Recovery Basin Handling - Pratt WTP				762,000	2,286,000		\$ 3,048,000
W/S	56300		Lime System Upgrades/Improvements - Pratt WTP		424,000					\$ 424,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-2)					461,000	1,382,000	\$ 1,843,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-3)			452,000	1,357,000			\$ 1,809,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-4)					335,000	1,004,000	\$ 1,339,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-1)						544,000	\$ 544,000
W/S	56300		Force Main Replacement Project (WW2-3)						381,000	\$ 381,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-9)			555,000	1,664,000			\$ 2,219,000
W/S	56300		Potable Water Main Replacement Project (WM2-N-3)				415,000	1,269,000		\$ 1,684,000
W/S	56300		Potable Water Main Replacement Project (WM2-NE-1)				651,000	1,954,000		\$ 2,605,000
W/S	56300		Potable Water Main Replacement Project (WM2-NW-3)		809,000	2,426,000				\$ 3,235,000
W/S	56300		Potable Water Main Replacement Project (WM2-NW-8)		553,000	1,659,000				\$ 2,212,000
W/S	56300		Replace Filter Air Lines and Blower - Main WTP					338,000		\$ 338,000
W/S	56300		Replace Well No. 1 (Western/RLP Wellfield)					563,000		\$ 563,000
W/S	56300		Replace Well No. 2 (Western/RLP Wellfield)			541,000				\$ 541,000
W/S	56300		Replace Well No. 3 (Western/RLP Wellfield)				552,000			\$ 552,000
W/S	56300		Site Civil - Paving Improvements - Pratt WTP				110,000			\$ 110,000
W/S	56300		Vacuum Station No. 3 Vacuum Pump Upgrade		108,000					\$ 108,000
W/S	56300		Well Rehabilitation - Well No. 12 (Eastern/Main Wellfield)			70,000				\$ 70,000
W/S	56300		Well Rehabilitation - Well No. 13 (Eastern/Main Wellfield)		69,000					\$ 69,000
W/S	56300		Well Rehabilitation - Well No. 18 (Eastern/Main Wellfield)				72,000			\$ 72,000
W/S	56300		Well Rehabilitation - Well No. 19 (Eastern/Main Wellfield)					73,000		\$ 73,000
W/S	56300		Potable Water Main Replacement Project (WM2-NE-6)						563,000	\$ 563,000
W/S	56300		Replace Well No. 5 (Western/RLP Wellfield)						574,000	\$ 574,000
W/S	56400	264	Water Supply - Emergency Generator - Well No. 15 (Eastern/Main Wellfield)	257,185						\$ 257,185
W/S	56400	265	Water Supply - Emergency Generator - Well No. 11 (Eastern/Main Wellfield)	257,185						\$ 257,185
W/S	56400	266	Vacuum Sewer - Vacuum Station No. 1 Emergency Generator	118,566						\$ 118,566
W/S	56400	267	Fixed Generator at LS No. 9 TO #267	332,185						\$ 332,185
W/S	56400	270	Vacuum Sewer - Vacuum Station #2 Sewage Pump Upgrade	-	52,000					\$ 52,000
W/S	56400	271	Main WTP - Replacement of Sand Loader	288,386						\$ 288,386
W/S	56400	278	Vacuum Sewer - Vacuum Station No. 1 Vacuum Pump Upgrade	73,454						\$ 73,454
W/S	56400		Replace Generator at RLP WTP Plant	500,000						\$ 500,000
W/S	56400		Fixed Generators at Master Lift stations (Possible LMS)		156,000	159,000				\$ 315,000
W/S	56400		Replacement Lift Station Pumps	125,000	127,000	130,000	132,000	135,000	138,000	\$ 787,000
W/S	56400		Disc Flow MIEX Recycle Pumps - Main WTP		52,000					\$ 52,000
W/S	56400		Disc Flow MIEX Recycle Pumps - Pratt WTP	52,000						\$ 52,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 1 - Pratt WTP	52,000						\$ 52,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 2 - Main WTP	47,000						\$ 47,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 2 - Pratt WTP	47,000						\$ 47,000
W/S	56400		Replacements F-250 trucks with utility bodies	36,000	37,000	38,000	39,000	39,000		\$ 189,000
W/S	56400		Vacuum Sewer Pit Controller Upgrades	36,000	37,000					\$ 73,000
W/S	56400		Emergency Generator - Well No. 3 (Western/RLP Wellfield)						144,000	\$ 144,000
W/S	56400		Emergency Generator - Well No. 19 (Eastern/Main Wellfield)						144,000	\$ 144,000
W/S	56400		Replace F-250 truck with utility body						40,000	\$ 40,000
W/S	56400		Brine Pump for MIEX System - Main WTP		27,000					\$ 27,000
W/S	56400		Brine Pump for MIEX System - Pratt WTP		27,000					\$ 27,000
W/S	56400		Field Laptop Replacements		5,000	6,000	6,000			\$ 17,000
W/S	56400		Incubator for lab - Main WTP		5,000					\$ 5,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56400		Lift Station - Portable Generator Replacement		69,000			73,000		\$ 142,000
W/S	56400		Lift Station - Portable Self-Priming Non-Clog Pump		64,000			68,000		\$ 132,000
W/S	56400		Lime Slurry Mixers - Main WTP		8,500	8,500				\$ 17,000
W/S	56400		Lime Slurry Mixers - Pratt WTP		8,500	8,500				\$ 17,000
W/S	56400		Lime Slurry Pump Replacement - Main WTP			43,000				\$ 43,000
W/S	56400		Lime Slurry Pump Replacement - Pratt WTP			43,000				\$ 43,000
W/S	56400		MIEX Salt Pump Replacement - Main WTP		12,500	13,000				\$ 25,500
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 1 - Main WTP		53,000					\$ 53,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 2 - Main WTP			54,000				\$ 54,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 2 - Pratt WTP		53,000					\$ 53,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 3 - Main WTP				55,000			\$ 55,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 3 - Pratt WTP			54,000				\$ 54,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 4 - Main WTP					56,000		\$ 56,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 4 - Pratt WTP				55,000			\$ 55,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 5 - Pratt WTP					56,000		\$ 56,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 5 - Main WTP						57,000	\$ 57,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 3 - Main WTP		48,000					\$ 48,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 3 - Pratt WTP		48,000					\$ 48,000
W/S	56400		Salt Pump Replacement - Pratt WTP		12,500	13,000				\$ 25,500
W/S	56400		Valve Motor Actuator Replacement - Main WTP		27,000					\$ 27,000
W/S	56400		Valve Motor Actuator Replacement - Pratt WTP		27,000					\$ 27,000
W/S	56400		Wash Water Transfer Pumps (qty 2) - Main WTP		27,000					\$ 27,000
W/S	56400		Wash Water Transfer Pumps (qty 2) - Pratt WTP		27,000					\$ 27,000
W/S	56601		Enhanced Asset Management and Maintenance tracking software	-	80,000					\$ 80,000
W/S	56601		Customer Engagement Portal	35,000						\$ 35,000
Water & Sewer Utility Capital				\$ 8,817,393	\$ 13,531,962	\$ 12,708,000	\$ 7,355,000	\$ 9,497,000	\$ 6,810,000	\$ 58,541,355

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Stormwater		250	Carol & Rex Ave Stormwater Improvements (Project 12A & 12B) - TO#250	354,411						\$ 354,411
Stormwater		249	Lakewood Rd Stormwater Improvements East of Kirk Rd (Project 19) - TO#249	77,000						\$ 77,000
Stormwater		277	Gulfstream Rd Stormwater Improvements (Project 8A & 8B) TO# 277	360,500						\$ 360,500
Stormwater		248	Frost Lake Stormwater Improvements - Phase 1 (Project 6A) - TO #248	-	29,550					\$ 29,550
Stormwater			Davis Road Stormwater Improvements (Canal Road to 10th Ave - Project #5)	163,000	1,107,000					\$ 1,270,000
Stormwater			Lakewood Rd Stormwater Improvements (West of Kirk Road Project #3)	70,500	479,500					\$ 550,000
Stormwater			2nd Ave N/Davis Rd Stormwater Improvements (Project 3&4)		273,000	1,857,000				\$ 2,130,000
Stormwater			Todd & Boatman Stormwater Improvements (Project 10 & 11)				350,000			\$ 350,000
Stormwater			Riedel Ave Stormwater Improvements (Project 21)					320,000		\$ 320,000
Stormwater			Lakewood Rd Stormwater Improvements (Project 5C)					750,000		\$ 750,000
Stormwater			Bermuda Road Stormwater Improvements (Project 13)					1,030,000		\$ 1,030,000
Stormwater			Lorene Dr & Alice Dr Stormwater Improvements (Project 14)					770,000		\$ 770,000
Stormwater			Edwards Ave Stormwater Improvements (Project 15)					140,000		\$ 140,000
Stormwater			Corrigan Court Stormwater Improvements (Project 16)					330,000		\$ 330,000
Stormwater			Serubi Ave Stormwater Improvements (Project 17)						190,000	\$ 190,000
Stormwater			Coconut Rd Stormwater Improvements (Project 18)						370,000	\$ 370,000
Stormwater			Charlotte Street Stormwater Improvements (Project 20)						80,000	\$ 80,000
Stormwater			7th Ave North Stormwater Improvements (Project 22)						340,000	\$ 340,000
Stormwater			Gulfstream Rd Stormwater Improvements (Project 23)						250,000	\$ 250,000
Stormwater			Sandra Lane Stormwater Improvements (Project 24)						150,000	\$ 150,000
Stormwater			North Price Street Stormwater Improvements (Project 25)						30,000	\$ 30,000
			Stormwater Utility Capital	\$ 1,025,411	\$ 1,889,050	\$ 1,857,000	\$ 350,000	\$ 3,340,000	\$ 1,410,000	\$ 9,871,461



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2020-17 - Comprehensive Plan Amendment - Gulfstream Road Overlay (*First Reading*)

SUMMARY:

The Planning, Zoning & Building Department is proposing text amendments to the Future Land-Use Element to establish a Gulfstream Road Overlay (GRO) in an effort to encourage residential redevelopment, optimize utilization of residential property and create a neighborhood identity within the area on Gulfstream Road, between Lakewood Road (to the north) and Lake Worth Road (to the south).

Property owners along Gulfstream Road are interested in redeveloping their residential properties. The area is characterized by large lots (0.5 – 1.15 acres in size) that are currently underutilized and are either vacant or developed with only a single-family residence. There is interest in additional density, however, the entire area between Davis Road (on the east side) and Kirk Road (on the west side) is designated with the Low-Density Residential land use category.

Rather than consider land-use changes on a parcel-by-parcel basis, which might lead to concerns about compatibility and "spot zoning", an overlay approach is proposed to be utilized to permit additional density in exchange for design considerations.

The proposed GRO (land development regulations and design requirements) was initially drafted by Gulfstream Road property owners and was workshopped with the Planning & Zoning Board on July 9, 2019 and the Village Council on September 10, 2020.

Village staff has proposed various revisions to the property owners' suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area
- Flexibility (no minimum) in lot area so long as maximum density not exceeded
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre)
- Standard parking, open space and landscape requirements are maintained

The proposed GRO encompasses 20 parcels and a total of 13.94 acres. The area is designated with the Low-Density Residential Land-Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units). The proposed provisions do not require that parcels be aggregated (there would be no minimum lot size). The smallest lots of record are ¼ acre in size and have the potential for a maximum of two (2) units per lot (i.e., duplexes, stand-alone units, garage apartments, etc.) if the GRO is utilized.

The potential impacts of an additional 59 residential units are summarized below:

Maximum Potential Demand on Public Services/Facilities			
	Existing Land Use	Proposed Density Bonus	Increase
Public Facility/Service	(5.8 du/ac)	(max. of 10 du/ac)	in Demand
	80 dwelling units	139 dwelling units	
Roads (traffic)	81 pht	92 pht	+11 pht
Schools (students)	17 students	17 students	n/a
Potable Water	16,925 gpd	29,407 gpd	+12,482 gpd
Sanitary Sewer	28,000 gpd	34,750 gpd	+6,750 gpd
Solid Waste	1,377 lbs/day	2,392 lbs/day	+1,015 lbs/day
			+3,316 s.f.
Parks	4,494 s.f.	7,811 s.f.	(0.08 acres)

The objective of the GRO would be to promote the redevelopment of the Gulfstream Road neighborhood by creating a distinct character and identity. The potential density bonus (an additional 4.2 units per acre) would serve as the mechanism to incentivize property owners and/or developers to assemble parcels and build new residences in the Key West style. It is envisioned that this effort may result in additional neighborhood overlays being requested in the future.

The proposed comprehensive plan amendments were submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review

and no comments were received.

The proposed overlay was discussed with the Village Council on September 10, 2020, and staff received direction to proceed with the proposed comprehensive plan amendment.

Note: Notifications were mailed to all property owners within and abutting the GRO on September 14, 2020.

The Planning & Zoning Board considered the proposed amendment during their meeting on October 13, 2020 and recommended approval.

The Local Planning Agency (LPA) will consider the proposed Comprehensive Plan Text Amendment during their meeting on November 12, 2020 and their recommendation will be shared with the Village Council prior to 1st reading of the ordinance.

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

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council during a future (expected January/February 2021) meeting. Additionally, if approved, the proposed comprehensive plan text amendments will be forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and the South Florida Water Management District (SFWMD). If no objections to the proposed amendments are received, the proposed ordinance will be presented to the Village Council at the next available meeting.

FISCAL IMPACT:

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing the allowances under this new overlay district are expected to increase the Village's property tax revenue.

ATTACHMENTS:

Proposed Ordinance No. 2020-17 - Text Amendment - Gulfstream Road Overlay - Comprehensive Plan Exhibit "A" - Gulfstream Road Overlay - Comprehensive Plan Amendment
Public Hearing Notification - Village of Palm Springs

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "GULFSTREAM ROAD OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted a Comprehensive Plan ("Plan") pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act"; and

WHEREAS, The Village's Plan has been determined to be "in compliance" with the provisions of the Act and Rule 9J-5 of the Florida Administrative Code; and

WHEREAS, the Council wishes to create a "Gulfstream Road Overlay" in the Future Land Use Element of the Comprehensive Plan in order to promote redevelopment of residential properties along a portion of Gulfstream Road; and

WHEREAS, Pursuant to Chapter 163, Florida Statutes, and Rule 9J-5, Florida Administrative Code, all subsequent amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village's LPA has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit "A"; and

WHEREAS, the Village Council of the Village of Palm Springs has held all required public hearings; both prior to transmittal and submission of the proposed amendments to the Plan to the Florida Department of Economic Opportunity, and after the proposed amendments to the Plan were returned to the Village of Palm Springs, in accordance with Chapter 163, Florida Statutes; and

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

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the current Comprehensive Plan dated November 9, 1989, as amended, to create the “Gulfstream Road Overlay” in the Future Land Use Element, which amendment consists of the pages attached hereto as Exhibit “A” and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

Section 2. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 3. The Village Clerk is hereby directed to transmit the comprehensive plan amendment documents to the Department of Economic Opportunity and other agencies within ten (10) working days, in accordance with Section 163.3184, Florida Statutes.

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. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, Florida Statutes; however, no later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits, or land uses dependent on this Amendment may be issued or commence before the Amendment has become effective.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 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: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

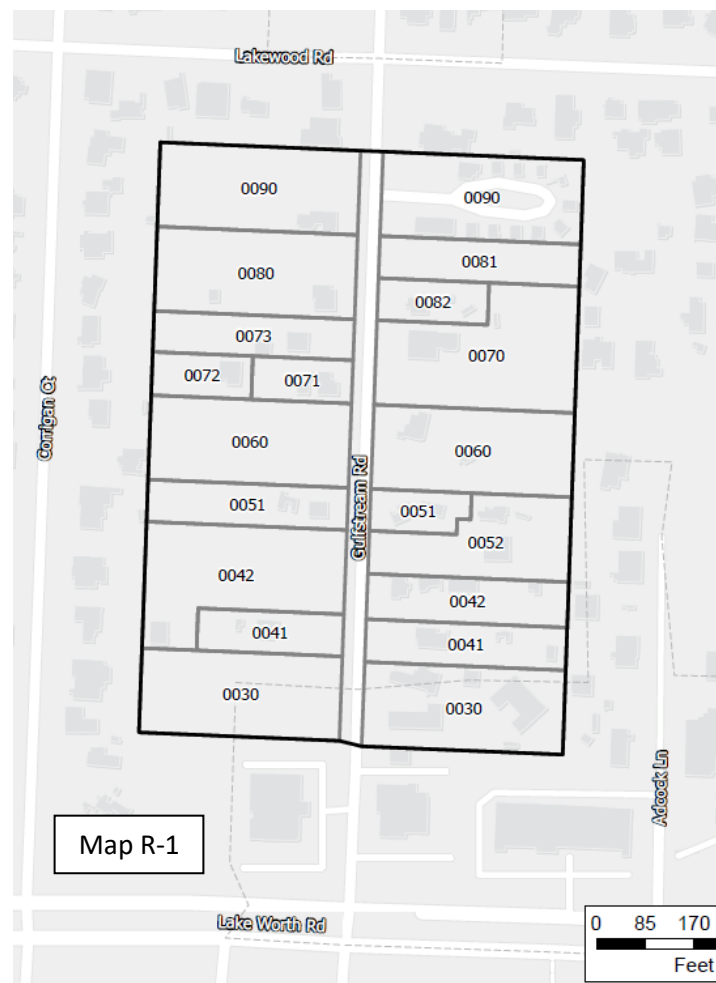
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Gulfstream Road Overlay

Future Land Use Element

Objective R: A Gulfstream Road Overlay (“GRO”) shall be maintained in the Village’s Land Development Regulations in order to encourage residential redevelopment, optimize utilization of residential property, create a neighborhood identity and fulfill objectives of the Palm Springs Community Redevelopment Agency.

The allowances of the GRO shall only be applicable to Residential Multi-Family (RM) zoned residential properties fronting Gulfstream Road, generally located south of Lakewood Road and north of Lake Worth Road, as depicted on Map R.1:



Policy R.1: Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity. Clustering of residential units is permissible in consideration of

the design elements and development standards outlined in the Village Land Development Regulations for the GRO.

Policy R.2: Infill multi-family residential projects that comply with the development standards of the GRO shall be eligible for and may be granted a density bonus by the Village Council, without the need for a future land use map amendment. The maximum density for a GRO development project shall be 10 dwelling units per gross acre (consistent with the maximum intensity of the Medium Density Residential land use category).



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

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, October 13, 2020 at 6:30 p.m. by Planning & Zoning Board

Thursday, November 12, 2020 at 6:30 p.m. by Local Planning Agency

Thursday, November 12, 2020 at 6:30 p.m. by the Village Council, after LPA Meeting

At this time, the meetings are scheduled to be held in the Village Hall Council Chambers at 226 Cypress Lane, Palm Spring; however, operational changes due to COVID-19 may necessitate virtual meetings (verify location with Village Clerk's office prior to meeting). The advisory boards and Village Council will consider:

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Gulfstream Road Overlay. The intent of the Gulfstream Road Overlay ("GRO") is to encourage residential redevelopment, to optimize utilization of residential property, and to create a neighborhood identity.

The Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place,
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area,
- Flexibility (no minimum) in lot area so long as maximum density not exceeded,
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre), and
- Standard parking, open space and landscape requirements are maintained.

The proposed GRO encompasses 20 parcels and a total of 13.94 acres (see map). The area is designated with the Low Density Residential Land Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances, and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units).

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

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

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn

Publish: Lake Worth Herald



Lakewood Rd

Corrigan Ct

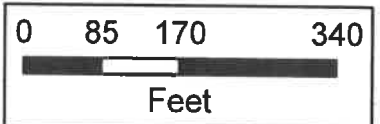


Gulfstream Rd

Coconut Rd

Adcock Ln

Lake Worth Rd



Village of Palm Springs

Gulfstream Road Overlay

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 use rests solely on the requester. The Village of Palm Springs makes 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 updates.

- Gulfstream Road Overlay
- Parcels

Data Source: Gulfstream Road Overlay provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI Online Services.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.3: Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*First Reading*)

SUMMARY:

The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to establish a Gulfstream Road Overlay (GRO) within Subdivision XXV in an effort to encourage residential redevelopment, optimize utilization of residential property and create a neighborhood identity within the area on Gulfstream Road, between Lakewood Road (to the north) and Lake Worth Road (to the south).

Property owners along Gulfstream Road are interested in redeveloping their residential properties. The area is characterized by large lots (0.5 – 1.15 acres in size) that are currently underutilized and are either vacant or developed with only a single-family residence. There is interest in additional density, however, the entire area between Davis Road (on the east side) and Kirk Road (on the west side) is designated with the Low-Density Residential land use category.

Rather than consider land-use changes on a parcel-by-parcel basis, which might lead to concerns about compatibility and "spot zoning", an overlay approach is proposed to be utilized to permit additional density in exchange for design considerations.

The proposed GRO (land development regulations and design requirements) was initially drafted by Gulfstream Road property owners and was workshopped with the Planning & Zoning Board on July 9, 2019 and the Village Council on September 10, 2020.

Village staff has proposed various revisions to the property owners' suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place

- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area
- Flexibility (no minimum) in lot area so long as maximum density not exceeded
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre)
- Standard parking, open space and landscape requirements are maintained

The proposed GRO encompasses 20 parcels and a total of 13.94 acres. The area is designated with the Low-Density Residential Land-Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units). The proposed provisions do not require that parcels be aggregated (there would be no minimum lot size). The smallest lots of record are ¼ acre in size and have the potential for a maximum of two (2) units per lot (i.e., duplexes, stand-alone units, garage apartments, etc.) if the GRO is utilized.

The potential impacts of an additional 59 residential units are summarized below:

Public Facility/Service	Maximum Potential Demand on Public Services/Facilities		
	Existing Land Use	Proposed Density Bonus	Increase
	(5.8 du/ac) 80 dwelling units	(max. of 10 du/ac) 139 dwelling units	in Demand
Roads (traffic)	81 pht	92 pht	+11 pht
Schools (students)	17 students	17 students	n/a
Potable Water	16,925 gpd	29,407 gpd	+12,482 gpd
Sanitary Sewer	28,000 gpd	34,750 gpd	+6,750 gpd
Solid Waste	1,377 lbs/day	2,392 lbs/day	+1,015 lbs/day
Parks	4,494 s.f.	7,811 s.f.	+3,316 s.f.
			(0.08 acres)

The objective of the GRO would be to promote the redevelopment of the Gulfstream Road neighborhood by creating a distinct character and identity. The potential density bonus (an additional 4.2 units per acre) would serve as the mechanism to incentivize property owners and/or developers to assemble parcels and build new residences in the Key West style. It is envisioned that this effort may result in additional neighborhood overlays being requested in the future.

The proposed overlay was discussed with the Village Council on September 10, 2020, and staff received direction to proceed with the proposed comprehensive plan amendment.

Note: Notifications were mailed to all property owners within and abutting the GRO on September 14, 2020.

The Planning & Zoning Board considered the proposed ordinance during their meeting on October 13, 2020 and recommended approval.

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

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council during a future (expected January/February 2021) meeting, concurrent with the related comprehensive plan amendments.

FISCAL IMPACT:

Amending the Land Development Regulations to create a new overlay does not have a fiscal impact; however, redevelopment utilizing the allowances under this new overlay district are expected to increase the Village's property tax revenue.

ATTACHMENTS:

Proposed Ordinance No. 2020-16 - Gulfstream Road Overlay
Public Hearing Notification - Village of Palm Springs

ORDINANCE NO. 2020-16

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", TO ESTABLISH PROVISIONS OF SUBDIVISION XXV, "GULFSTREAM ROAD OVERLAY", SPECIFICALLY SECTIONS 34-1323 – 34-1324.1; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

WHEREAS, the Village desires to amend the existing regulations to provide incentives for redevelopment along Gulfstream Road; and

WHEREAS, the Village finds that providing a developer with incentives through area-specific development allowances will assist in the implementation of stated objectives of the Village, thereby enhancing quality of life of its residents; and

WHEREAS, the Village finds making amendments to existing land development regulations to establish standards to encourage redevelopment in the Gulfstream Road residential neighborhood serves a valid public purpose.

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

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

Section 2. Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", Subdivision XXV "Gulfstream Road Overlay" with Sections 34-1323 – 34-1324.1 is hereby enacted to read as follows:

SUBDIVISION XXV. GULFSTREAM ROAD OVERLAY

Sec. 34-1323 Gulfstream Road Overlay

This subdivision establishes an overlay to be known as the Gulfstream Road Overlay (“GRO”) which is applicable to RM Zoned properties on Gulfstream Road between Lake Worth Road and Lakewood Road, as shown on Map R-1 in the Future Land Use Element of the comprehensive plan.

Sec. 34-1323.1 Purpose and intent.

The intent of the GRO is to provide special development regulations for the development and redevelopment of high-quality multifamily residences at a density, scale and mass complementary to the existing neighborhood character and incorporating the Key West architectural style to establish a neighborhood identity. Illustrations of the Key West architectural style is shown below:



Sec. 34-1323.2 Applicability.

These regulations are applicable to all development and redevelopment, except construction of new single-family homes and the renovation or expansion of existing single-family homes, consistent with Sec. 34-766, are exempt from this section.

In addition to the regulations specified herein for the GRO, all lot and building requirements of the underlying RM zoning district and all other applicable standards in these Land Development Regulations shall apply. Where there is a conflict between the GRO standards and other Land Development Regulations, the GRO standards shall apply.

Sec. 34-1323.3 Permitted Uses.

Permitted uses within the GRO shall be limited to the following:

- (1) Single-family detached dwellings.
- (2) Duplex dwellings, subject to compliance with the development standards below.
- (3) Multiple family dwellings, subject to compliance with the development standards below.
- (4) Residential Planned Developments, subject to compliance with the development standards below.
- (5) Minor community residential homes, subject to the provisions of subdivision XI of this division, and subject to compliance with the development standards below.
- (6) Home occupations, subject to the provisions set forth in section 34-890 of this Code.

Sec. 34-1323.4 Accessory uses.

Accessory uses permitted in the GRO shall only include any accessory use customarily incidental and subordinate to the permitted uses, including private garages, swimming pools, cabanas, saunas, spas, gazebos, utility sheds and other similar uses.

Sec. 34-1323.5 Special exceptions.

The following shall be permitted as special exception uses in the GRO, subject to compliance with the development standards specified in Sec. 34-1324 and any applicable supplemental regulations specified in Division 7:

- (1) Churches and places of worship.
- (2) Public uses and facilities.
- (3) Public utilities.
- (4) Recreation uses and facilities.
- (5) Child-care facilities.
- (8) Family day care homes.
- (9) Satellite dish antennas.
- (10) Schools.

Sec. 34-1323.6 Prohibited uses.

The following uses shall be specifically prohibited in the GRO:

- (1) Any use not specifically, provisionally or by reasonable implication permitted, or permitted by special exception.

Sec. 34-1324 Development standards.

The following property development regulations shall be in effect for the GRO:

- (1) Architectural style. All new construction (and renovations utilizing the allowances of the GRO) shall incorporate the following design elements indicative of the Key West architectural style:

- a. Roofing shall incorporate the following:

- i. Minimum pitched of 4:12 (rise to run).
- ii. Gable-ends.
- iii. Raised seam metal roofing material or dimensional shingles.
- iv. Minimum 2' overhang with exposed or decorative truss-tails.
- v. Design to distinguish each unit. This may be accomplished by each unit having its own ridge, gable-ends, and truss ends resting on the exterior wall of that unit. Alternatively, the roof may be designed to encompass the entire multi-unit building with each unit being distinguished using dormers and or other similar features.

- b. Windows shall incorporate the following:

- i. Single-hung or double-hung windows with mullions in at least one of the window frames.
- ii. Decorative or functional shutters mounted on the side of each window or utilizing a "Bahama" type shutter.

- c. Exterior doors shall incorporate the following:

- i. The main exterior entry door shall be facing and be visible from the adjacent driveway or street frontage.
- ii. The main exterior entry door shall be a panel door with minimum of 2-panels and may be a solid or partial-light. If partial-light doors are

used, there shall be mullions in a pattern consistent with the windows.

- d. Exterior wall finish shall be comprised of the following:
 - i. Clapboard appearance utilizing wood, vinyl or hardi-plank type of siding, or a stucco finish.
 - e. Front porch shall incorporate the following:
 - i. Minimum 5' of usable depth not including walls, roof support structures or railings.
 - ii. Porch roof sloped in a manner consistent with the main roof or incorporated into the main roof, with roof coverings to match the main roof.
 - iii. Roof support posts and railings with a wood appearance.
 - f. Building color shall be as follows:
 - i. The building base shall be a tropical light-color pastel, and all units shall include a complementary accent color and all trim shall be white.
 - g. Site improvements shall be as follows:
 - i. Gulfstream Road frontage. Any fencing, walls or entry features, signage and or other site improvements along the Gulfstream roadway frontage shall be designed and constructed to be consistent with the color and materials used in the main buildings, with tropical landscaping. Fencing or perimeter walls on other parts of the site is exempt from this requirement.
 - ii. Any community buildings and site amenities shall be consistent with the Key West style to the extent applicable.
- (2) Building height maximum 35' to the top of beam of the third floor. Three-stories maximum.
- (3) Building articulation. There shall be variation in the building façade of multi-unit buildings which may be accomplished by articulating individual units, using a different paint color for each unit, or other similar architectural treatment.
- (4) Maximum building width shall be 150'.

- (5) The site shall be designed utilizing the principals of Crime Prevention Through Environmental Design (CPTED) including:
- a. Design site to increase pedestrian and bicycle traffic.
 - b. Windows overlooking walkways, driveways, and parking areas.
 - c. Design landscapes which enable site surveillance from adjacent rights-of-way.
 - d. Design perimeter fencing and walls to enable site surveillance from adjacent rights-of-way.
 - e. Design site lighting to ensure that potential problem areas well-lit such as pathways, entrances/exits, parking areas, public spaces, mailboxes, play areas, dumpsters, etc. Ensure that light levels are appropriate and are not too bright thus creating glare or deep shadows.
- (6) Sidewalks and concrete pathways shall connect all units to each other, and to community spaces as well as the public right-of-way for pedestrian safety.
- (7) A minimum of 20% of the project site shall be designed for active or passive recreation activities.
- (8) Minimum lot size is based on design and overall density of the project.
- (9) Property development regulations of the RM district contained in Section 34-766 remain applicable except as provided herein.
- (10) Landscaping shall be in accordance with Article III.
- (11) Supplemental regulations shall be as set forth in Division 7 of this article.
- (12) Off-street parking and loading shall comply with Division 8 of this article.

Sec. 34-1324.1 Maximum Residential Density.

Residential projects in compliance with the Development Standards specified herein are eligible for and may be granted a density bonus by the Village Council, pursuant to the GRO provisions of the comprehensive plan. The maximum density of a GRO project shall not exceed ten (10) dwelling units per gross acre.

Section 3. **Codification.** The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

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

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

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 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 M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



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

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, October 13, 2020 at 6:30 p.m. by Planning & Zoning Board

Thursday, November 12, 2020 at 6:30 p.m. by Local Planning Agency

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At this time, the meetings are scheduled to be held in the Village Hall Council Chambers at 226 Cypress Lane, Palm Spring; however, operational changes due to COVID-19 may necessitate virtual meetings (verify location with Village Clerk's office prior to meeting). The advisory boards and Village Council will consider:

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Gulfstream Road Overlay. The intent of the Gulfstream Road Overlay ("GRO") is to encourage residential redevelopment, to optimize utilization of residential property, and to create a neighborhood identity.

The Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place,
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The proposed GRO encompasses 20 parcels and a total of 13.94 acres (see map). The area is designated with the Low Density Residential Land Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances, and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units).

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

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

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn

Publish: Lake Worth Herald



Lakewood Rd

Corrigan Ct

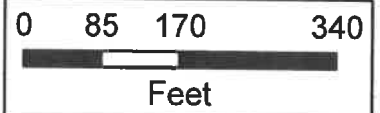


Gulfstream Rd

Coconut Rd

Adcock Ln

Lake Worth Rd



Village of Palm Springs

Gulfstream Road Overlay

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- Gulfstream Road Overlay
- Parcels

Data Source: Gulfstream Road Overlay provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI Online Services.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.4: Ordinance No. 2020-18 - Village Code Amendment - Chapter 34 - Traffic Calming Measures (*First Reading*)

SUMMARY:

The Planning, Zoning & Building department is requesting an amendment to the Village Code - Chapter 34 to create a new Article VIII "Traffic Calming" to establish procedures for residents to request installation of traffic calming devices along Village roadways.

The proposed amendment includes:

1. Process for a Homeowners' Association (HOA) or neighborhood with 67% of the current lot owners providing signatures of residents to request installation of a calming device (i.e., speed hump, speed table, roundabout, traffic island, chicane, etc.)
2. Adoption of Palm Beach County's traffic calming policies by reference (adopted by BCC March 4, 1997)
3. Requirement for a HOA or neighborhood to retain a traffic consultant to perform a study to demonstrate technical criteria is met
4. Requirement HOA/neighborhood to bear all costs
5. Allowance for a HOA or neighborhood to request that a special assessment be levied to pay for the calming measure(s)

The Planning & Zoning Board considered the proposed ordinance during their meeting on October 13, 2020, and recommended approval.

Note: The consensus of the Board was that they did not desire to see speed humps and/or other traffic calming measures around the Village; however, they feel the residents should have a process to pursue such measures.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Planning,

Zoning & Building Director, Public Service Director/Engineer, Assistant Public Service Director/Engineer and Police Chief.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 10, 2020.

FISCAL IMPACT:

The proposed ordinance does not have a direct fiscal impact on the Village.

ATTACHMENTS:

Proposed Ordinance No. 2020-18 - Traffic Calming
Palm Beach County Traffic Calming Policy (1997)
Proposed Village Traffic Calming Policy Summary

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", BY CREATING ARTICLE VIII "TRAFFIC CALMING", TO PROVIDE FOR PROCEDURES TO IMPLEMENT TRAFFIC CALMING MEASURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council recognizes the need to provide procedures to implement traffic calming measures throughout the Village when requests are received by adjacent property owners; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to create regulations to provide for procedures to implement traffic calming.

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

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

Section 2. Chapter 34 "Land Development", is hereby amended by creating Article VIII "Traffic Calming" as follows:

ARTICLE VIII - TRAFFIC CALMING

Sec. 34-1620. - Procedure for implementation of traffic calming devices in residential neighborhoods.

(1) *Use of traffic calming devices.* Potentially acceptable traffic calming devices to be used in the village include, but are not limited to, speed tables, speed humps, traffic circles/roundabouts, traffic islands and traffic chokers. The design and appearance of permanent speed tables/humps/bumps shall be standardized throughout the village and shall meet applicable FDOT and Palm Beach County standards.

(2) *New subdivisions.* The village may require that traffic calming devices/measures which do not have a significant impact on emergency vehicle response such as but not limited to the use of curvilinear street alignments; entry islands; roundabouts; chokers; and center island narrowing; be built into the design of all new subdivisions as feasible and appropriate.

C. *Existing subdivisions/neighborhoods.* The village shall use the following standards in order to determine whether to install traffic calming devices in streets in existing residential neighborhoods.

D. *Eligible streets.* A street will be considered for installation of traffic calming devices based on a review of the request in accordance with the Palm Beach County traffic calming guidelines.

E. *Application/petition to request installation of traffic calming devices.*

1. An application must be submitted to the planning zoning and building department by the duly authorized representative of a neighborhood's homeowners' association (HOA) bearing the signatures of at least sixty-seven (67) percent of the current lot owners within the impact area where the proposed calming device is to be located. The delineation of the boundaries of the impact area shall be determined by whomever the HOA hires to perform the required traffic study described below subject to ultimate verification/modification by the village engineer.
2. In the event the neighborhood does not have an active HOA, a petition must be submitted bearing the signatures of at least sixty-seven (67) percent of the current lot owners located within the impact area (to be determined as noted above) where the proposed traffic calming device is to be located).
3. The application shall include the following:
 - a. A drawing showing the street and the specific locations in the street where installation is requested.
 - b. A statement of the reasons for the traffic calming device.
 - c. A traffic study indicating that the criteria set forth in subsection D. above has been met. The applicant may contract with a private traffic engineering firm approved by the village to perform the requisite study signed and sealed by registered professional engineer in the State of Florida or the applicant may request that the village perform the study and shall be responsible for reimbursing the village for all such costs associated with conducting the study.
 - d. Signatures from lot owners located at sixty-seven (67) percent of the addresses within the impact area followed by the signer's printed name, address, and the telephone number. Only one (1) person per address will be counted toward meeting this criteria.
 - e. An application fee, and cost recovery deposit for the required traffic study and engineering analysis.

F. *Procedure to process application/petition.*

1. The application/petition shall initially be submitted to the Planning Zoning and Building director, who shall determine whether it contains all of the required information set forth under subsection E. (above). If not, the Planning Zoning and Building director shall not accept the application/petition.

2. The Public Service Director and/or Village Engineer shall determine whether the application meets the required technical criteria for the installation of traffic calming device.
3. If the Public Service Director and/or Village Engineer determines that the application meets the technical criteria, he/she shall determine, after having reviewed the request with the fire department and police department regarding whether the installation of traffic calming devices in the street, at the locations selected by the applicant/petitioners or elsewhere, is appropriate.
4. If the Public Service Director and/or Village Engineer determines that the installation of traffic calming devices in the street is appropriate, he/she may propose feasible alternative traffic calming approaches.

G. *Procedure to install traffic calming devices.*

1. The village public service director and village engineer shall determine whether to approve the installation of traffic calming devices, and if so, the type and location thereof. The village public service director and village engineer may approve, modify, condition or deny any recommendation or proposal for traffic calming devices, regardless of the extent of public support for the recommendation or proposal.
2. If the village public service director and village engineer approves the installation of traffic calming devices, and the applicant/petitioners wish to install the devices as so approved, the applicant/petitioners or their contractor shall obtain a permit from the village for the work. The applicant/petitioner shall prepare standard plans signed and sealed by a registered professional engineer in the State of Florida to be incorporated into the permit.
3. The applicant/petitioners shall bear all costs of the issuance of permits, construction, inspection and maintenance of traffic calming devices. Such costs are not included in the permit fee set. The petitioners shall be responsible for arranging for payment of such costs.
4. The applicant/petitioners may also request that the village use a special assessment process in order to obtain the funds for the traffic calming work.

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

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

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

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTIE WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, 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

Agenda Item #:

MAR 15 1957

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 4, 1997 ☐ **Consent** ☒ **Regular**
 ☐ **Workshop** ☐ **Public Hearing**
Department:
 Submitted By: Engineering & Public Works
 Submitted For: Traffic Division

I. EXECUTIVE BRIEF

A. Motion and Title: Staff recommends motion to approve:

- 1) The installation of roundabouts on Hagen Ranch Road and:
- Charleston Shores Blvd.(South Intersection)
 - Le Chalet Blvd.
 - Gateway Blvd.
 - Entrance to Ciba - Geigy Property

2) A policy concerning traffic calming.

B. Summary:

At the January 14 meeting the Board directed that staff return with recommendations concerning traffic calming and roundabouts in the Aberdeen and Lake Charleston area as well as a policy concerning roundabouts. At the January 21st meeting the Board directed that staff return with an overall policy concerning traffic calming. The proposed roundabouts will cost approximately \$250,000 - \$280,000 which would be funded from the Intersection Improvement Program.

District: (M.E.)

C. Background and Policy Issues:

In response to Board direction a meeting was held on February 5 with the Traffic Division, the County Engineer and representatives of the Aberdeen and Lake Charleston Homeowners Association . The results of the meeting follows:

(continued on page 3)

D. Attachments:

- 2. Proposed Policy Concerning The Installation Of Traffic Calming Measures.**

Recommended by: N/A
 Division Director Date

Approved By: Steve T. Wahl 3/2/97
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	1997	1998	1999	2000	2001
Capital Expenditures	\$30,000	\$280,000	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$30,000	\$280,000	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes ____ No x

Budget Account No.: Not Assigned

Fund 360 Agency 361 Org. 000 Object 6551 Reporting Category ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Program Intersection Reserves

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

If this agenda item is approved by the BCC, a \$30,000 administrative transfer will be initiated to fund the traffic calming costs from Road Program Intersection Reserves.

Additional OFMB fiscal comments on Page 2A

OFMB

N/A
Contract Dev. and Control

B. Legal Sufficiency:

Melanie P. O'Connell
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

OFMB Fiscal Comments for Agenda Item 6-A-3 for March 4, 1997
Regarding installation of roundabouts on Hagen Ranch Road

The Engineering Department estimates the cost of constructing a roundabout as \$50,000 to \$70,000. The estimated total cost for the four roundabouts proposed in this agenda item is \$200,000 to \$280,000.

Funding for the proposed traffic calming measures for the remainder of FY 96/97 is \$30,000.

The total fiscal impact of this agenda item is \$230,000 to \$310,000. Funding is available from the Intersection Improvement Program in the Road Program.

One of the four proposed roundabouts, at the Ciba-Geigy Property Entrance, was the subject of a January 14, 1997 Board item (6B1) regarding construction of Hagen Ranch Road. The County agreed to construct turn lanes as part of the road construction in exchange for right-of-way required for the project. The estimated cost for these turn lanes was \$40,000. This cost would have been absorbed by the Road Program project (Hagen Ranch Road from Boynton Canal to the L-22 Canal).

If the funding required for the Hagen Ranch Road construction exceeds the amount programmed in the Road Program, OFMB recommends that funding to make up the difference come from the Intersection Improvement Program to the extent of the cost of the roundabout which was added in place of the turn lanes approved above.

C. Background And Policy Issues: (Continued)

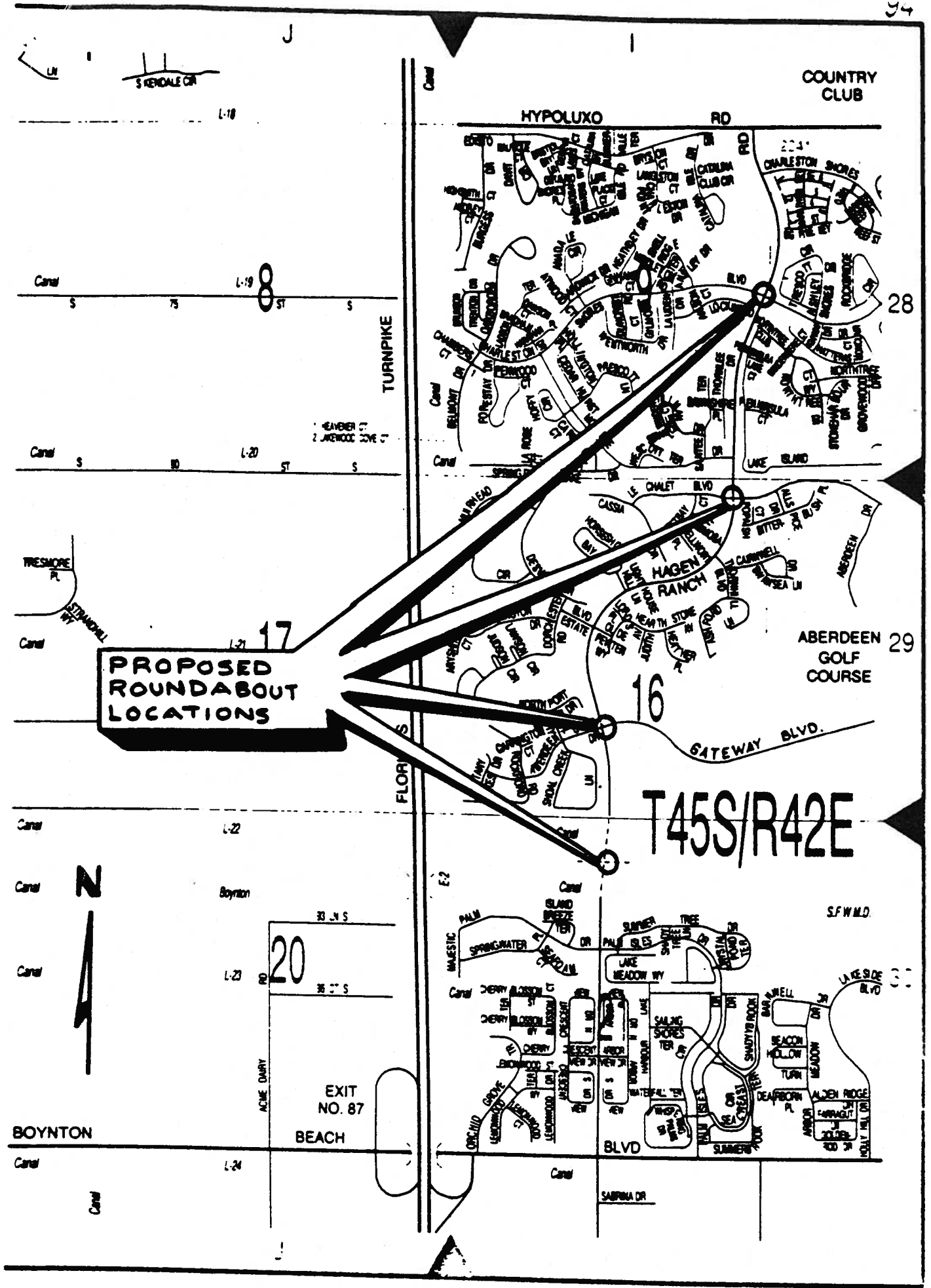
- 1) The homeowners associations requested that the above listed roundabouts be installed as soon as possible.
- 2) After the roundabouts were installed the necessity of further traffic calming measures would be addressed.
- 3) The County was requested to fund the roundabouts and each homeowner's association agreed to maintain any associated landscaping.

The Board has also discussed the overall concept of traffic calming. Staff has evaluated many approaches used by communities around the country. We believe that we should adopt a policy that would allow us to use a wide variety of tools in an effort to control speeding and address potential accident problems on our road network. These tools would range from additional enforcement to physical changes (speed humps, roundabouts, etc.).

A proposed policy concerning traffic calming is attached for Board consideration.

It is proposed that the funding for roundabouts be through the intersection improvement program which is adopted as part of the five year road program.

It is proposed that funding in the amount of \$30,000 be established for a one year trial basis in the 5-year road construction program to fund other traffic calming measures such as speed humps, traffic dots and chicanes.



LOCATION SKETCH

POLICY CONCERNING THE INSTALLATION OF TRAFFIC CALMING MEASURES

The appropriate traffic calming measure depends on the class of roadway being addressed. In each class a demonstrated problem needs to be established through an appropriate study prior to counter-measures being implemented.

CLASS I: TWO LANE RESIDENTIAL STREETS & RESIDENTIAL COLLECTORS

CHARACTERISTICS: NON-THOROUGHFARE PLAN ROAD WITH FRONTING HOMES AND DRIVES.

To receive traffic calming the location must have a demonstrated problem that requires addressing such as:

- A) High Volumes for a residential street (greater than 1500 vehicles per day on a residential street, 3000 per day on a residential collector).
- B) High speeds (50% in excess of posted speed limit).
- C) A cut thru traffic problem (greater than 10%).
- D) A pattern of accidents that would be addressed by traffic calming.

Where a problem is determined to exist the following counter measures would be appropriate:

- 1) Selective enforcement
- 2) 4-way stop where there is an intersection with similar volumes on each street and where intersection accidents have occurred
- 3) Traffic dots
- 4) Speed humps

Prior to the installation of traffic dots or speed humps, a petition demonstrating neighborhood consensus must be received.

Example Streets where criteria may be met:

- 1) Seminole Drive
- 2) Wallis Road
- 3) Kentucky Avenue

CLASS II: TWO LANE RESIDENTIAL COLLECTOR

CHARACTERISTICS: NON-THOROUGHFARE PLAN ROAD WITH NO FRONTING DRIVES.

To receive traffic calming must have a demonstrated problem that requires addressing such as:

- A) High speeds (50% in excess of posted speed limit).
- B) A pattern of accidents that would be addressed by traffic calming.
- C) Roads in proximity to schools, parks, or recreation areas with above average pedestrian activity.

Where a problem is determined to exist the following countermeasures would be appropriate:

- 1) Selective enforcement
- 2) 4-way stop where there is an intersection with similar volumes on each street and where intersection accidents have occurred
- 3) Speed humps
- 4) Chicanes

Prior to the installation of speed humps or chicanes, a petition demonstrating neighborhood consensus must be received.

Example Roads where criteria may be met.

- 1. Edgecliffe Ave.
- 2. Brentwood Blvd.
- 3. Shorewind Drive

Let Sessa talk about his new program.

CLASS III: TWO LANE THOROUGHFARE PLAN COLLECTOR

CHARACTERISTICS: TWO LANE THOROUGHFARE PLAN COLLECTOR WITH & WITHOUT FRONTING HOMES AND DRIVES IN RESIDENTIAL AREAS.

To receive traffic calming must have a demonstrated problem which requires addressing such as:

- A) High speeds (50% in excess of posted speed limit).
- B) A pattern of accidents that would be addressed by traffic calming.
- C) Roads in proximity to schools, parks, or recreation areas with above average pedestrian activity.

Where a problem is determined to exist the following countermeasures would be appropriate:

- 1) Selective enforcement.
- 2) Electronic activated flashing beacons over signs which read "Speed Limit Exceeded when flashing."
- 3) 4-way stop where there is an intersection with similar volumes on each street and where intersection accidents have occurred
- 4) Roundabouts at the intersection of other collector roads, where volumes approach those which would warrant a traffic signal.

Example Roads where criteria may be met:

- 1) Skees Road
- 2) Loxahatchee River Road
- 3) Ellison Wilson Road
- 4) Prosperity Farms Road
- 5) Hagen Ranch Road
- 6) El Clair Ranch Road

ROUNDABOUTS

Roundabouts should be installed at the discretion of the County Engineer on Class III roads when the following conditions are met:

- 1) The intersection of a two lane Thoroughfare Plan Collector road and another two lane collector road.
- 2) Both roadways should have a minimum of 80' right-of-way or require a minimum amount of new right-of-way be acquired.
- 3) The traffic volumes and accident history should be such that the warrants for a traffic signal are approached or exceeded or are anticipated to be approached or exceeded.
- 4) The Thoroughfare Plan roadway should be in a residential area where traffic calming would be appropriate.

A listing of potential locations for roundabouts is attached.

POTENTIAL LOCATIONS FOR ROUNDABOUTS

Thoroughfare Plan Collector

Kirk Road
Central Blvd.
Loxahatchee River Road
RCA Blvd.
Piper's Glen Blvd.
Lake Ida Road
Lake Ida Road
Lake Ida Road
Ellison Wilson Road
Cain Blvd.
Donald Ross Road
Hagen Ranch Road
Hagen Ranch Road
Hagen Ranch Road
Hagen Ranch Road
Miner Road

2ND Collector

Park Lane
Longshore Drive
Roebuck Road
Campus Drive
El Clair Ranch Road
El Clair Ranch Road
Sims Road
Via Flora Road
Universe Blvd.
181st Street
A-1-A
Charleston Shores Blvd.
Le Chalet Blvd.
Gateway Blvd.
Collector to Ciba-Geigy Prop.
High Ridge Road

SPEED HUMPS

Speed humps are appropriate only on Class I or II . The humps are designed to be transversed at 30 mph. On roadways where the posted speed is in excess of 30 mph, the humps should be used when no other measures are effective in controlling the speeds.

Speed humps are not typically appropriate on Class III thoroughfare plan collector roads since the speed required to comfortably transverse humps is 30 mph+/- . The intent and purpose of a two lane thoroughfare plan collector is to carry relatively high volumes (10,000+/-veh per day) several miles at relatively high speeds (40-45 mph.).

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VILLAGE OF PALM SPRINGS

Traffic Calming (Speed Hump) Policy¹

I. VILLAGE FUNDED AND CONSTRUCTED SPEED HUMPS

Speed humps are one of the most frequently requested traffic calming roadway features on residential streets. The Traffic Calming Program has established criteria to uniformly evaluate requests from citizens and associations for speed humps. Speed humps are installed on two-types of non-thoroughfare roadways under the Village's jurisdiction consisting of residential streets and residential collectors. The evaluation criteria include:

- High daily traffic volumes (+1,500 for residential streets and +3,000 for residential collectors)
- High speed (+50% of vehicles more than posted speed limit)
- Traffic cut-through problem greater than 10%
- A pattern of accidents that would be addressed by traffic calming
- Road in proximity to schools, parks, or recreational areas
- Neighborhood consensus (written support from the Homeowners Association (HOA), or if no HOA, petitions from 67% of homeowners on the road which driveway is within 300 feet from a proposed speed hump.)

Palm Beach County Traffic Division has developed standards for designing and constructing speed humps and associated striping and signing, which the Village has adopted by reference. The 22 feet wide and 3.5 inches high Seminole-Type (6' ramp on either end of a 10' flat top) is the most frequently used. It provides the proper balance between traffic calming, level of discomfort, and accommodation of emergency vehicles. It is constructed using asphalt and has the same service life as the road. Wide stripes and posted reflective signs ensure good daytime and nighttime visibility.

Speed humps shall not be installed within 400 feet of a traffic signal or a stop sign in the same direction. Speed humps are typically spaced between 400 feet and 800 feet.

The traffic volume, percent speeding and neighborhood consensus are the most important criteria. Cut- through traffic, crash history, and location are secondary consideration.

II. VILLAGE CONSTRUCTED AND RESIDENT FUNDED SPEED HUMPS

For residential streets under the Village's jurisdiction that do not meet the volume and speeding thresholds for installing speed humps, the Public Service Director and/or Village Engineer can still approve and construct the Seminole speed humps under two conditions:

1. HOA payment of the cost of construction that includes construction, striping and reflective signs. The cost per speed hump can be obtained by contacting the Public Service Department at 561.965.5770.
2. HOA resolution by its board in support of the speed humps and payment is required. The payment is via a cashier check payable to the Village of Palm Springs.

The Public Service Director and/or Village Engineer will work with the HOA or residents to identify the number and optimal location of speed humps and to coordinate the construction work.

¹ Palm Beach County Traffic Calming Policy adopted March 4, 1997



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.5: Ordinance No. 2020-19 - Village Code Amendment - Chapter 34 - Special Assessments (*First Reading*)

SUMMARY:

The Planning, Zoning & Building department is requesting an amendment to the Village Code.
- Chapter 34 to create a new Article VII "Special Assessments" to establish procedures for residents to request that public infrastructure improvements (i.e., measures of traffic calming, street lighting, streetscape, etc.) may be paid through the levy and collection of special assessments.

The proposed amendment includes:

1. A process for Village Council to levy and collect special assessments for requested capital improvements
2. Ability for residents/property owners to request to levy of the special assessment to pay for desired infrastructure improvements that benefit the HOA or neighborhood
3. Legal proceedings, including a requirement for a "Resolution of Necessity" and publication/notice to affected property owners

The Planning & Zoning Board considered the proposed ordinance during their meeting on October 13, 2020, and recommended approval.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director, Public Service Director/Engineer, Assistant Public Service Director/Engineer, Finance Director and Police Chief.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 10, 2020.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Ordinance No. 2020-19 - Special Assessments

ORDINANCE NO. 2020-19

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", BY CREATING ARTICLE VII "SPECIAL ASSESSMENTS", TO ALLOW PROPERTY TO BE ASSESSED FOR IMPROVEMENTS MADE THAT SPECIALLY BENEFIT THE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council recognizes the need to improve property throughout the Village; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to create regulations to allow for the assessment of the property to pay for improvements that specially benefit the property.

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 the adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", is hereby amended by creating Article VII "Special assessments" as follows:

ARTICLE VII. - SPECIAL ASSESSMENTS

Sec. 34-1600. - Authority to Make Special Assessments.

(1) The Village Council is authorized, in the manner herein provided, to cause the village or its designated agent to construct, install, repair, or otherwise improve any and all of the following:

(a) streets, highways, boulevards, avenues, lanes, alleys, or any part thereof, and

(b) curbs, medians, gutters, or other such amenities, and

(c) any and all sidewalks, paths, trails, footbridges or other related travel ways, and

(d) associated street lighting, landscaping, signage, street furniture or other related amenities, and

(e) on- or off-street parking facilities or related amenities, and

(f) sanitary sewers, storm sewers, sewers, drains, swales, or related amenities, and

(g) walls as a barrier from public roadways, alleys, and other public areas, and

(h) seawalls, and

(i) canals or other waterways, and

(j) mass transportation systems, and

(k) water mains, water laterals, alternative water systems, and other related amenities, and

(l) parks and related amenities, and

(m) traffic calming measures, and

(n) any other public improvements not heretofore enumerated that the Village Council deems appropriate.

(2) The Village Council is further authorized and empowered to provide for the payment of the whole or any part of the cost thereof by levying and collecting special assessments upon abutting, adjoining and contiguous or other specially benefited property. The amount assessed against the property benefited by improvements authorized by this subsection shall not exceed the estimated benefits accruing to that property by reason of the public improvements.

(3) In addition to other lawful authority to levy and collect special assessments, the Village Council may levy and collect special assessments to fund capital improvements and municipal services, including, but not limited to, garbage disposal, sewer improvement, street improvement, and parking facilities. The Village Council may apportion costs of such special assessments in accordance with Section 34-1601.

(4) If the Village is ever in the situation where it is legally obligated for providing capital improvements for water or sewer facilities within an unincorporated area of the

county, it may recover the costs of the capital improvements by levying and collecting special assessments for the purposes authorized in this section on the specially benefited property; however, collections of the special assessment shall not take place until the specially benefited property connects to the capital improvement or is required to connect to the capital improvement by state, county, municipal or other law, rule or regulation.

(5) Resident/property owner initiated special assessment projects must have a minimum of 80% of the affected property owners approval to be specially assessed.

Sec. 34-1601. - Method of Making Special Assessments.

Special assessments upon the property benefited by any public improvement herein authorized shall be by any one of the following methods:

(1) By foot frontage of the property bounding or abutting upon the improvement.

(2) By any other method, including but not limited to each lot, so long as each property shall receive a special benefit from the improvements.

Sec. 34-1602. - Resolution of Necessity Required.

When the Council decides to make a public improvement and use the special assessment process, then it shall so declare by resolution, stating the necessity for and the nature of the proposed improvements, the location of the proposed improvements, and what part or portion of the expenses thereof shall be paid by special assessments. The resolution shall also state the total estimated cost of the proposed improvements; the method of payment of assessments; the number of annual installments; the lands upon which the special assessments shall be levied; and the anticipated benefits which shall accrue to such lands from the special assessments.

(1) Scope and Conditions of Resolution:

(a) The resolution required under this section may embrace improvements of like character, or part of the same plan, upon/above/below a public right-of-way, which improvements need not be continuous. The resolution shall designate the boundaries of the district comprising the property which the Council deems will be specially benefited by the improvement.

(b) The estimated cost stated in the resolution required under this section shall include an estimate of the cost of preliminary and other surveys, inspection, and superintendence of the work, the preparation of the plans, specifications, and an estimate of the printing and publishing of notices and proceedings, the preparation of certificates, bonds, and any other expenses necessary or proper, which expenses, except the cost of the work itself, is hereinafter referred to as incidental expenses.

(2) Publication of Resolution: The resolution title to be adopted shall be published in a newspaper published in the County, once each week for two consecutive weeks, together with a notice setting forth that the Council will consider the necessity for the improvements to be made, setting forth the method of assessment to be utilized and setting forth the anticipated benefits that the assessed properties will gain from the proposed improvements, according to the plans and specifications of the proposed improvements on file with the Village Clerk.

(3) Plans and Specifications: At the time of the adoption of the resolution an assessment map showing the area to be assessed, with plans and specifications, and an estimate of the cost of the proposed improvement shall be on file with the Village Clerk and available for inspection by the public.

Sec. 34-1603. - Preliminary Assessment Roll.

Upon the adoption of the resolution, the Village shall develop a preliminary assessment roll in accordance with the method of assessment provided for in the resolution. The assessment roll shall show the lots and lands assessed, the amount of the assessment against each lot or parcel, and if the assessment may be paid in

installments and over what period of time.

Sec. 34-1604. - Publication of Preliminary Assessment Roll.

Upon the completion of the preliminary assessment roll, the Village Council shall by resolution fix a time and place at which the owners of the property to be assessed or any other persons interested therein may appear before the Council regarding any matter in the assessment roll. Thirty days' notice in writing of the meeting shall be mailed to the property owners, at the address listed in the records of the Property Appraiser or from such other sources as the Village Clerk deems appropriate, proof of such mailing to be made by the affidavit of the Village Clerk, said proof to be filed in the Village Clerk's Office, provided, that failure to mail said notice or notices shall not invalidate any of the proceedings hereunder. Notice of the time and place of the meeting shall also be given by two publications a week apart in a newspaper of general circulation published in the County; provided that the last publication shall be at least 1 week prior to the date of the meeting. The published notice shall describe the areas to be improved and provide that the description of each property to be assessed and the amount to be assessed to each property is in the office of the Village Clerk. The published notice shall be verified by an affidavit of the publisher and filed with the Village Clerk.

Sec. 34-1605. - Adoption of Final Assessment Roll.

Upon completion of all work, the Village Council shall meet and hear testimony from affected property owners regarding the adoption of the final assessment roll. Following the testimony, the Village Council shall decide on whether to and in what amount, levy the special assessment. The Village Council may adjust the special assessments on the property on the basis of the benefit received by the property. Notice of the Village Council meeting concerning the adoption of the final assessment roll shall be as provided in Section 13-1604.

Sec. 34-1606. - Priority of Lien; Interest; and Method of Payment.

The special assessments shall be payable at the time and in the manner stipulated in the resolution providing for the improvement; shall remain liens coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid; shall bear interest, at a rate of eight percent (8%) per year.

Sec. 34-1607. - Legal Proceedings.

Each annual installment provided for in Section 34-1606 shall be paid upon the dates specified in the resolution, with interest upon all deferred payments, until the entire amount of the assessment has been paid. Upon the failure of any property owner to pay the full amount of the annual installment due or any annual interest upon deferred payments, the Village may initiate any legal proceedings to enforce payment, including all accrued interest, penalties, and legal costs. In the event of default in any payment, the whole assessment, including interest, penalties, and costs, shall immediately become due and payable and subject to foreclosure, or by any other legal action available to the Village. In the foreclosure of any special assessment service of process against unknown or nonresident defendants may be had by publication, as provided by law.

Sec. 34-1608. - Provisions Declared Supplementary.

The Village shall have all the powers, privileges, and authorities provided by Florida Statute Chapter 170, as the same for making local improvements, and the same shall be an additional and alternative method for making local improvements in the Village.

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

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

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

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 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: November 12, 2020

DEPARTMENT: Public Service

ITEM 9.6: Ordinance No. 2020-15 - Village Code Amendment - Utility Rates (*Second Reading*)

SUMMARY:

In August 2020, the Village Council held a workshop to review and discuss the 2020 Water and Wastewater Rate Study that was completed by the Village's contracted firm [Kimley Horn and Associates and Raftelis (f/k/a PRMG)]. The completed study provides for proposed rates over the next four (4) years, beginning in FY 2021, to provide the revenue needed to support the operations and capital projects to properly operate the Village's utility system.

Note: The Village's contractor, Kimley Horn, utilized a sub-consultant (Raftelis - f/k/a PRMG) to assist with this project. Raftelis had previously completed the Village's 2013 Water & Wastewater Rate Study and was utilized to provide the rate analysis for the recently completed 2020 Rate Study.

The Village's Water & Sewer Enterprise Fund is established as a separate accounting fund and is maintained in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). As a proprietary fund, the Water & Sewer Enterprise Fund is self-supporting in that the services rendered by the fund are generally financed through user charges or on a cost-reimbursement basis. As a result, the timely and current analysis of the Village's utility revenues and expenses within the fund is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal and replacement expenses, transfers to the General Fund and capacity related expenses.

Based on the completed 2020 utility rate study and direction provided by the Village Council, the Public Service Department is requesting that the following proposed utility rates be implemented over the next four (4) year period:

	Fiscal Year (FY) 2021	Fiscal Year (FY) 2022	Fiscal Year (FY) 2023	Fiscal Year (FY) 2024
Proposed Annual Utility Rate Increase	1%	4%	4%	4%

Note: The proposed 5-Year Utility Rate Study (water and sewer) was completed last fiscal year; however, in an effort to assist our utility customers with rising “household” and “business” costs, the Village Council determined that it would be best to hold off on any rate increases for the entire fiscal year. Thus, there was no increase in utility rates for all Village utility customers during FY 2020. This decision by the Council proved helpful (and even coincidental) to all Village utility customers during the COVID-19 pandemic.

Note: If approved, the new utility rates will become effective for the utility services utilized in December 2020 and are billed in the month of January 2021.

A Public Hearing was held by the Village Council prior to consideration of the 1st Reading of the proposed utility rates ordinance on September 10, 2020. The proposed ordinance is being considered for 2nd and final reading by the Village Council on November 12, 2020.

Note: A public notice was provided to all utility customers in accordance with state law to ensure that they were notified that the Council will hold a public hearing on this proposed rate increase prior to 2nd and final reading:

PUBLIC NOTICE TO ALL UTILITY CUSTOMERS - In accordance with Chapter 180.136 Florida Statutes, the Village of Palm Springs, Florida, hereby provides notice that the Village of Palm Springs Council will hold a public hearing to consider Ordinance No. 2020-15 on 2nd and final reading during their meeting on Thursday, November 12, 2020, at 6:30 PM, at Village Hall in the Council Chambers. The purpose of the hearing is to solicit public comments regarding the proposed changes to the Village’s water and wastewater monthly rates and fees.

Additional information about the proposed, new rates may be found on the Village’s website - www.vpsfl.org - and has been advertised within a local newspaper on September 17, 2020. If approved, the proposed, new rates would take effect beginning December 1, 2020, which will be reflected in your January 2021 billing statement. For more information, you may contact the Village’s Utility Customer Service office at 561-965-5770 and/or by e-mail at utilities@vpsfl.org.

PLEASE NOTE: If approved and implemented, this would be the first rate increase for water and wastewater services for 14 months (since October 1, 2018) (Village Code of Ordinances - Section 78.1 Schedule of Fees).

The proposed Ordinance was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer, Public Service Customer Relation Supervisor and the Finance Director.

The proposed ordinance was approved on 1st reading by the Village Council on September 10, 2020 and is being presented for consideration on 2nd and final reading.

Note: If approved, the new utility rates will become effective for the utility services utilized in December 2020 and are billed in the month of January 2021.

FISCAL IMPACT:

The proposed utility rates would be expected to provide revenues sufficient to maintain the Village's utility operations for the next four (4) fiscal years (FY 2021 to FY 2024).

	Fiscal Year (FY) 2021	Fiscal Year (FY) 2022	Fiscal Year (FY) 2023	Fiscal Year (FY) 2024
Proposed Annual Utility Rate Increase	1%	4%	4%	4%

Note: If approved, the new rate for FY 2021 will be effective for the utility services utilized in December 2020 and are billed in the month of January 2021.

ATTACHMENTS:

Proposed Ordinance No. 2020-15 - Village Code Amendment - Approve Utility Rates - FY 2021 - FY 2024

Final Fiscal Year 2020 Water & Wastewater Utility (5-Year) Rate Study - Kimley Horn & Raftelis

Water & Wastewater Utility (5-Year) Rate Study - August 2020 Workshop Presentation

Sample Utility Bill - Public Notice

Florida Statutes - Chapter 180

Lake Worth Herald Advertisement from October 29, 2020

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 78 "UTILITIES", ARTICLE I "IN GENERAL", SECTION 78-1 "SCHEDULE OF FEES" TO PROVIDE FOR CHANGES TO THE VILLAGE'S WATER AND WASTEWATER RATES; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village is required to have a rate study performed during certain time periods; and,

WHEREAS, the Village hired a rate consultant to perform a rate study and propose revised rates to the Village based on the study; and,

WHEREAS, the Village Council has determined that it is in the best interest of the Village to adopt the revised rates as recommended by the Village's rate consultant.

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 78 "Utilities", Article I "In General", Section 78-1 "Schedule of fees" is hereby amended as follows:

Chapter 78 - UTILITIES

ARTICLE I. - IN GENERAL

Sec. 78-1. - Schedule of fees.

The fee schedule for this chapter shall be as follows:

- (1) Plans and specifications required for service; expenses for review
\$1,200.00

(2) Monthly rates and charges:

- a. Monthly water rates and charges for users of water from the village system within the incorporated municipal limits shall be as follows:

1. Monthly readiness to serve charge by unit:

Inside Village (by Unit)

Customer Class	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Residential	\$10.04 12.39	\$10.49 12.89	\$10.96 13.41	\$11.45 13.95	\$11.97	\$12.27
Multi-family	8.03 9.91	8.39 10.31	8.77 10.72	9.16 11.15	9.57	9.81
Commercial	35.14 <u>Meter size</u>	36.72 <u>Meter size</u>	38.37 <u>Meter size</u>	40.10 <u>Meter size</u>		

Commercial shall be based on meter size beginning October 1, 2017 monthly readiness to serve charge is based on water meter size.

<u>Meter Size</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
$\frac{5}{8}$ " or $\frac{3}{4}$ "	\$40.10 <u>43.38</u>	\$41.90 <u>45.12</u>	\$42.95 <u>46.92</u>	<u>\$48.80</u>
1"	\$40.10 <u>43.38</u>	\$41.90 <u>45.12</u>	\$42.95 <u>46.92</u>	<u>48.80</u>
1 ½"	\$75.39 <u>81.56</u>	\$78.78 <u>84.82</u>	\$80.75 <u>88.21</u>	<u>91.74</u>
2"	\$117.61 <u>127.23</u>	\$122.90 <u>132.32</u>	\$125.97 <u>137.61</u>	<u>143.11</u>
3"	\$230.52 <u>249.38</u>	\$240.89 <u>259.36</u>	\$246.91 <u>269.73</u>	<u>280.52</u>
4"	\$357.30 <u>386.53</u>	\$373.37 <u>401.99</u>	\$382.70 <u>418.07</u>	<u>434.79</u>
6"	\$707.45 <u>765.34</u>	\$739.28 <u>795.95</u>	\$757.76 <u>827.79</u>	<u>860.90</u>

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Inside Village (\$ per 1,000 gallons)

Customer Class	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Residential						
Volume blocks						
0—6K	\$ 2.50 <u>3.08</u>	\$ 2.61 <u>3.20</u>	\$ 2.73 <u>3.33</u>	\$ 2.85 <u>3.46</u>	\$ 2.98	\$ 3.05
7—20K	3.25 <u>4.02</u>	3.40 <u>4.18</u>	3.55 <u>4.35</u>	3.71 <u>4.52</u>	3.88	3.98
21K+	4.00 <u>4.95</u>	4.18 <u>5.15</u>	4.37 <u>5.36</u>	4.57 <u>5.57</u>	4.78	4.90
Multi-family (volume blocks are for each apartment unit)						
Volume blocks						
0—4K	\$ 2.50 <u>3.08</u>	\$ 2.61 <u>3.20</u>	\$ 2.73 <u>3.33</u>	\$ 2.85 <u>3.46</u>	\$ 2.98	\$ 3.05
5—10K	3.25 <u>4.02</u>	3.40 <u>4.18</u>	3.55 <u>4.35</u>	3.71 <u>4.52</u>	3.88	3.98
11K+	4.00 <u>4.95</u>	4.18 <u>5.15</u>	4.37 <u>5.36</u>	4.57 <u>5.57</u>	4.78	4.90
Commercial						
(actual volume used)	\$ 3.13 <u>3.86</u>	\$ 3.27 <u>4.01</u>	\$ 3.42 <u>4.17</u>	\$ 3.57 <u>4.34</u>	\$ 3.73	\$ 3.82

- b. Monthly water rates and charges for users of water from the Village system, outside the incorporated municipal limits, but within the defined service area:

1. Readiness to serve customer service unit:

Monthly Readiness to Serve Charges
Outside Village (by Unit)

Customer Class	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Residential	\$ 12.55 <u>15.48</u>	\$ 13.11 <u>16.10</u>	\$ 13.70 <u>16.74</u>	\$ 14.32 <u>17.41</u>	\$ 14.96	\$ 15.33
Multi-Family	10.04 <u>12.39</u>	10.49 <u>12.89</u>	10.96 <u>13.41</u>	11.45 <u>13.95</u>	11.97	12.27
Commercial	43.93 <u>Meter size</u>	45.91 <u>Meter size</u>	47.98 <u>Meter size</u>	50.14 <u>Meter size</u>		

Commercial shall be based on meter size beginning October 1, 2017 monthly readiness to serve charge is based on water meter size.

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
5/8" or 3/4"	\$50.14 <u>54.25</u>	\$52.40 <u>56.42</u>	\$53.71 <u>58.68</u>	<u>\$61.03</u>
1"	\$50.14 <u>54.25</u>	\$52.40 <u>56.42</u>	\$53.71 <u>58.68</u>	<u>61.03</u>
1 1/2"	\$94.23 <u>101.94</u>	\$98.10 <u>106.02</u>	\$100.93 <u>110.26</u>	<u>114.67</u>
2"	\$147.01 <u>159.03</u>	\$153.63 <u>165.39</u>	\$157.46 <u>172.01</u>	<u>178.89</u>
3"	\$288.15 <u>311.73</u>	\$301.11 <u>324.20</u>	\$308.64 <u>337.17</u>	<u>350.66</u>
4"	\$442.88 <u>483.16</u>	\$466.71 <u>502.49</u>	\$478.38 <u>522.59</u>	<u>543.49</u>
6"	\$884.31 <u>956.67</u>	\$924.10 <u>994.94</u>	\$947.20 <u>1,034.74</u>	<u>1,076.13</u>

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charge
Outside Village (\$ per 1,000 gallons)

Customer Class	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Residential						
Volume blocks						
0—6K	\$ 3.13 <u>3.86</u>	\$ 3.27 <u>4.01</u>	\$ 3.42 <u>4.17</u>	\$ 3.57 <u>4.34</u>	\$ 3.73	\$ 3.82
7—20K	4.06 <u>5.01</u>	4.24 <u>5.21</u>	4.43 <u>5.42</u>	4.63 <u>5.64</u>	4.84	4.96
21K+	5.00 <u>6.19</u>	5.23 <u>6.44</u>	5.47 <u>6.70</u>	5.72 <u>6.97</u>	5.98	6.13
Multi-family (volume blocks are for each apartment unit)						
Volume blocks						
0—4K	\$ 3.13 <u>3.86</u>	\$ 3.27 <u>4.01</u>	\$ 3.42 <u>4.17</u>	\$ 3.57 <u>4.34</u>	\$ 3.73	\$ 3.82
5—10K	4.06 <u>5.01</u>	4.24 <u>5.21</u>	4.43 <u>5.42</u>	4.63 <u>5.64</u>	4.84	4.96
11K+	5.00 <u>6.19</u>	5.23 <u>6.44</u>	5.47 <u>6.70</u>	5.72 <u>6.97</u>	5.98	6.13
Commercial						
(actual volume used)	3.91 <u>4.83</u>	4.09 <u>5.02</u>	4.27 <u>5.22</u>	4.46 <u>5.43</u>	4.66	4.78

c. At the recommendation of the village manager and subject to council approval, the village may sell water to connections outside the defined service area. Such connections shall be termed large user accounts. Monthly water rates and charges for large user accounts shall be as follows:

1. Monthly readiness to serve by number of meters:

Monthly Water Readiness to Serve Charges
Large Users (per meter)

Readiness to Serve Charges	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Meter charge	\$719.29 <u>888.00</u>	\$751.66 <u>923.52</u>	\$785.48 <u>960.46</u>	\$820.23 <u>998.88</u>	\$857.77	\$879.21

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Large Users (\$ per 1,000 gallons)

Customer Class	FY 2014 <u>21</u>	FY 2015 <u>22</u>	FY 2016 <u>23</u>	FY 2017 <u>24</u>	FY 2018	FY 2019
Large user						
(actual volume used)	\$3.18 <u>3.92</u>	\$3.32 <u>4.08</u>	\$3.47 <u>4.24</u>	\$3.63 <u>4.41</u>	\$3.79	\$3.88

d. Monthly private fire line and fire hydrant rates and charges for users of the village water system within the incorporated municipal limits shall be a monthly charge related to fire line size:

Monthly Private Fire Protection Service Charges
Inside Village

Fire Line Size Inches	FY 2014 <u>21</u>	FY 2015 <u>22</u>	FY 2016 <u>23</u>	FY 2017 <u>24</u>	FY 2018	FY 2019
2	\$ 48.90 <u>23.79</u>	\$ 49.75 <u>24.74</u>	\$ 20.64 <u>25.73</u>	\$ 21.57 <u>26.76</u>	\$ 22.54	\$ 23.55
3	37.81 <u>46.90</u>	39.51 <u>48.78</u>	41.29 <u>50.73</u>	43.15 <u>52.76</u>	44.44	46.44
4	71.73 <u>88.55</u>	74.96 <u>92.09</u>	78.33 <u>95.77</u>	81.85 <u>99.60</u>	85.53	87.67
6	167.34 <u>206.59</u>	174.87 <u>214.85</u>	182.74 <u>223.44</u>	190.96 <u>232.38</u>	199.55	204.54
8	310.78 <u>383.68</u>	324.77 <u>399.03</u>	339.38 <u>414.99</u>	354.65 <u>431.59</u>	370.61	379.88
10	478.11 <u>590.23</u>	499.62 <u>613.84</u>	522.10 <u>638.39</u>	545.59 <u>663.93</u>	570.14	584.39
12	741.07 <u>914.90</u>	774.42 <u>951.50</u>	809.27 <u>989.56</u>	845.69 <u>1,029.14</u>	883.75	905.84
Private fire hydrants (each)	167.34 <u>206.59</u>	174.87 <u>214.85</u>	182.74 <u>223.44</u>	190.96 <u>232.38</u>	199.55	204.54

e. Monthly private fire line and hydrant rates and charges for users of the village water system outside the incorporated municipal limits, but within the defined service area and related to fire line size:

Monthly Private Fire Protection Service Charges
Outside Village

Fire Line Size Inches	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
2	\$ 23.63 <u>29.73</u>	\$ 24.69 <u>30.92</u>	\$ 25.80 <u>32.16</u>	\$ 26.96 <u>33.45</u>	\$ 28.17	\$ 29.44
3	47.26-59.49	49.39-61.87	51.61-64.34	53.93-66.91	56.36	58.90
4	89.64 <u>110.67</u>	93.67 <u>115.10</u>	97.89 <u>119.70</u>	102.30 <u>124.49</u>	106.90	109.57
6	209.18 <u>258.25</u>	218.59 <u>268.58</u>	228.43 <u>279.32</u>	238.71 <u>290.49</u>	249.45	255.69
8	388.48 <u>479.60</u>	405.96 <u>498.78</u>	424.23 <u>518.73</u>	443.32 <u>539.48</u>	463.27	474.85
10	597.63 <u>737.81</u>	624.52 <u>767.32</u>	652.62 <u>798.01</u>	681.99 829.93	712.68	730.50
12	926.32 <u>1,143.59</u>	968.00 <u>1,189.33</u>	1,011.56 <u>1,236.90</u>	1,057.08 <u>1,286.38</u>	1,104.65	1,132.27
Private fire hydrants (each)	209.18 <u>258.25</u>	218.59 <u>268.58</u>	228.43 <u>279.32</u>	238.71 <u>290.49</u>	249.45	255.69

f. Wastewater rates and charges within the village limits:

1. A monthly readiness to serve charge by unit.

Monthly Wastewater Readiness to Serve
Charges Inside Village (by Unit)

Customer Class	FY 2014 21	FY 2015 22	FY 2016 23	FY 2017 24	FY 2018	FY 2019
Residential	\$ 9.06 <u>11.20</u>	\$ 9.47 <u>11.65</u>	\$ 9.90 <u>12.12</u>	\$ 10.35 <u>12.60</u>	\$ 10.82	\$ 11.09
Multi-Family	7.25-8.96	7.58-9.32	7.92-9.69	8.28-10.08	8.65	8.87
Commercial	31.71-Meter <u>size</u>	33.14-Meter <u>size</u>	34.63-Meter <u>size</u>	36.19-Meter <u>size</u>		

Commercial ~~shall be based on water meter size beginning October 1, 2017~~ monthly readiness to serve charge is based on water meter size.

<u>Meter Size</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>5/8" or 3/4"</u>	\$36.19 <u>39.16</u>	\$37.82 <u>40.73</u>	\$38.77 <u>42.36</u>	<u>\$44.05</u>
<u>1"</u>	\$36.19 <u>39.16</u>	\$37.82 <u>40.73</u>	\$38.77 <u>42.36</u>	<u>44.05</u>
<u>1 1/2"</u>	\$68.03 <u>73.61</u>	\$71.10 <u>76.55</u>	\$72.88 <u>79.61</u>	<u>82.79</u>
<u>2"</u>	\$106.13 <u>114.83</u>	\$110.92 <u>119.42</u>	\$113.69 <u>124.20</u>	<u>129.17</u>
<u>3"</u>	\$208.01 <u>225.06</u>	\$217.40 <u>234.06</u>	\$222.83 <u>243.42</u>	<u>253.16</u>
<u>4"</u>	\$322.42 <u>348.84</u>	\$336.97 <u>362.79</u>	\$345.39 <u>377.30</u>	<u>392.39</u>
<u>6"</u>	\$638.39 <u>683.73</u>	\$660.46 <u>711.08</u>	\$676.96 <u>739.52</u>	<u>769.10</u>

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charges
Inside Village (\$ per 1,000 gallons)

<u>Customer Class</u>	<u>FY 2044</u> <u>21</u>	<u>FY 2045</u> <u>22</u>	<u>FY 2046</u> <u>23</u>	<u>FY 2047</u> <u>24</u>	<u>FY 2018</u>	<u>FY 2019</u>
<u>Residential</u>	\$ 5.88 <u>7.26</u>	\$ 6.14 <u>7.55</u>	\$ 6.42 <u>7.85</u>	\$ 6.71 <u>8.16</u>	\$ 7.01	\$ 7.19
<u>Multi-Family</u>	5.88 <u>7.26</u>	6.14 <u>7.55</u>	6.42 <u>7.85</u>	6.71 <u>8.16</u>	7.01	7.19
<u>Commercial</u>	5.88 <u>7.26</u>	6.14 <u>7.55</u>	6.42 <u>7.85</u>	6.71 <u>8.16</u>	7.01	7.19

Residential and multi-family accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

g. Monthly wastewater rates and charges outside the incorporated municipal limits:

1. Monthly readiness to serve charge by unit:

Monthly Wastewater Customer Service Charges
Outside Village (by unit)

<u>Customer Class</u>	<u>FY 2044</u> <u>21</u>	<u>FY 2045</u> <u>22</u>	<u>FY 2046</u> <u>23</u>	<u>FY 2047</u> <u>24</u>	<u>FY 2018</u>	<u>FY 2019</u>
<u>Residential</u>	\$ 11.33 <u>13.99</u>	\$ 11.84 <u>14.55</u>	\$ 12.37 <u>15.13</u>	\$ 12.93 <u>15.74</u>	\$ 13.51	\$ 13.85
<u>Multi-Family</u>	9.06 <u>11.20</u>	9.47 <u>11.65</u>	9.90 <u>12.12</u>	10.35 <u>12.60</u>	10.82	11.09
<u>Commercial</u>	39.64 <u>Meter Size</u>	41.42 <u>Meter Size</u>	43.28 <u>Meter Size</u>	45.23 <u>Meter Size</u>		

Commercial ~~shall be based on water meter size beginning October 1, 2017~~ monthly readiness to serve charge is based on water meter size

<u>Meter Size</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
$\frac{5}{8}$ " or $\frac{3}{4}$ "	\$45.23 <u>48.93</u>	\$47.27 <u>50.89</u>	\$48.45 <u>52.93</u>	<u>\$55.05</u>
1"	\$45.23 <u>48.93</u>	\$47.27 <u>50.89</u>	\$48.45 <u>52.93</u>	<u>55.05</u>
1 ½"	\$85.04 <u>92.01</u>	\$88.88 <u>95.69</u>	\$91.10 <u>99.52</u>	<u>103.50</u>
2"	\$132.66 <u>143.52</u>	\$138.65 <u>149.26</u>	\$142.10 <u>155.23</u>	<u>161.44</u>
3"	\$260.01 <u>281.33</u>	\$271.75 <u>292.58</u>	\$278.54 <u>304.28</u>	<u>316.45</u>
4"	\$403.03 <u>436.06</u>	\$421.18 <u>453.50</u>	\$431.74 <u>471.64</u>	<u>490.51</u>
6"	\$797.99 <u>854.66</u>	\$825.58 <u>888.85</u>	\$846.20 <u>924.40</u>	<u>961.38</u>

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charge
Outside Village (\$ per 1,000 gallons)

<u>Customer Class</u>	<u>FY 2014</u> <u>21</u>	<u>FY 2015</u> <u>22</u>	<u>FY 2016</u> <u>23</u>	<u>FY 2017</u> <u>24</u>	<u>FY 2018</u>	<u>FY 2019</u>
Residential	\$ 7.35 <u>9.08</u>	\$ 7.68 <u>9.44</u>	\$ 8.03 <u>9.82</u>	\$ 8.39 <u>10.21</u>	\$ 8.77	\$ 8.99
Multi-Family	7.35 <u>9.08</u>	7.68 <u>9.44</u>	8.03 <u>9.82</u>	8.39 <u>10.21</u>	8.77	8.99
Commercial	7.35 <u>9.08</u>	7.68 <u>9.44</u>	8.03 <u>9.82</u>	8.39 <u>10.21</u>	8.77	8.99

Residential and multi-family accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

Monthly wastewater readiness to serve charges
large users inside

<u>Readiness to serve charges</u>	<u>FY 2014</u> <u>21</u>	<u>FY 2015</u> <u>22</u>	<u>FY 2016</u> <u>23</u>	<u>FY 2017</u> <u>24</u>	<u>FY 2018</u>	<u>FY 2019</u>
	\$31.71 <u>39.16</u>	\$33.14 <u>40.73</u>	\$34.63 <u>42.36</u>	\$36.19 <u>44.05</u>	\$37.82	\$38.77

Monthly wastewater readiness to serve charges
large users outside

Readiness to serve charges	FY 2014 <u>21</u>	FY 2015 <u>22</u>	FY 2016 <u>23</u>	FY 2017 <u>24</u>	FY 2018	FY 2019
	\$39.64 <u>48.93</u>	\$41.42 <u>50.89</u>	\$43.28 <u>52.93</u>	\$45.23 <u>55.05</u>	\$47.27	\$48.45

The monthly Cross Connection Control Program Fee for users of the water from the village system within the incorporated municipal limits and ~~the~~ outside the incorporated municipal limits, but within the defined village service area, shall be as follows:

Inside Village
(per assembly unit)

Commercial	FY 2014 <u>21</u>	FY 2015 <u>22</u>	FY 2016 <u>23</u>	FY 2017 <u>24</u>	FY 2018	FY 2019
	\$5.45 <u>6.37</u>	\$5.61 <u>6.62</u>	\$5.78 <u>6.88</u>	\$5.95 <u>7.16</u>	\$6.13	\$6.31

The aforementioned monthly cross connection control program fee for commercial users of water from the village system within the incorporated municipal limits shall be in addition to any rate or charge otherwise assessed under chapter 78 of the Village Code of Ordinances, including, but not limited to, the monthly readiness to serve charge assessed per unit. The monthly cross connection control program fee is only applicable to those commercial users who have or are required to have a backflow assembly installation at their property.

- h. All applications for water and/or wastewater service shall be accompanied by a deposit based upon the meter size:

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$~~40~~35.00.

Meter Size (inches)	Amount
5/8 or ¾	\$ 15 <u>70</u> .00
1	250 <u>390</u> .00
1½	490 <u>720</u> .00
2	980 <u>1,100</u> .00
3	1,840 <u>2,030</u> .00
4	2,710 <u>3,350</u> .00
6	5,420 <u>6,630</u> .00
8	8,130 <u>10,570</u> .00
Administrative fee added to each deposit	40 <u>35</u> .00

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$~~40~~35.00.

- (4) Meter connection fees are as follows:

- a. Water meter connection fees:

Meter Size (inches)	Amount
5/8 or ¾	\$ 650.00
1	800.00
1½	1,000.00
2	1,250.00
3	*
4	*
6	*

* Connection fees will be determined for each installation by the village manager. Fees will be based on actual costs for meter, related equipment, and installation.

- b. Water main connections: \$~~17.00~~20.50 per front foot of abutting property.
c. Wastewater line connections: \$28.00 per front foot of abutting property.

- d. *Hydrant meter connection fees.* A deposit of \$500.00 for meters smaller than two inches and \$1,000.00 for meters two inches and larger, plus a \$50.00 meter set charge. All hydrant meters shall be billed monthly. The bill shall include the readiness to serve charge based on meter size plus the commercial rate for gallons used. There is a one-year limit on the amount of time a customer may use a hydrant meter.

- (5) Capital contributions for connection to the water and wastewater systems shall be as follows:

- a. Water system capital contribution fees for connecting to the village's water system shall be:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2014 <u>21</u> —2019 <u>24</u>
5/8 or ¾	1	\$ 2,080 <u>2,220</u> .00
1	2.5	5,200 <u>5,550</u> .00
1½	5	10,400 <u>11,100</u> .00
2	10	20,800 <u>22,200</u> .00
3	20	41,600 <u>44,400</u> .00
4	30	62,400 <u>66,600</u> .00
6	60	124,800 <u>133,200</u> .00
8	90	187,200 <u>199,800</u> .00

- b. Wastewater system capital contribution fees for wastewater service for connections to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Palm Beach County:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2014 <u>21</u> —2019 <u>24</u>
5/8 or ¾	1	\$ 2,500.00
1	2.5	6,250.00
1½	5	12,500.00
2	10	25,000.00
3	20	50,000.00
4	30	75,000.00
6	60	150,000.00
8	90	225,000.00

c. Wastewater system capital contribution fees for wastewater service for connection to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Lake Worth Utilities Authority.

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2014 <u>21</u> —2019 <u>24</u>
5/8 or ¾	1	\$ 2,650.00
1	2.5	6,625.00
1½	5	13,250.00
2	10	26,500.00
3	20	53,000.00
4	30	79,500.00
6	60	159,000.00
8	90	238,500.00

(6) Miscellaneous fees for the utility system shall be as follows:

- a. Temporary turn off \$ 60.00
- b. Reconnect fee60.00
- c. Recheck meter reading~~30~~40.00
- d. Meter calibration fee~~50~~100.00
- e. Cut lock fee55.00
- f. Pulled meter fee75.00
- g. Permit fee20.00
- h. Late payment charge15.00
- i. Admin charge on deposit~~10~~35.00
- j. Transfer fee~~20~~40.00
- k. Service charge~~20~~45.00
- m. Tampering/prohibited connections fee250.00
- n. Returned check fee:
 Florida Statute Minimum:25.00
 Checks \$50.00—300.0030.00
 Checks > \$300.0040.00
 Checks > \$801.005% Face Value
- o. Broken curb stop~~50~~255.00

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. The new Utility Rates shall be in effect as of December 1, 2020. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, 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:

KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF **PALM SPRINGS**

Water and Wastewater Utility Rate Study

Report / August 20, 2020

August 20, 2020

Mr. Ronald R. Eyma
Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Subject: **Fiscal Year 2020 Water and Wastewater Utility Rate Study**

Dear Mr. Eyma:

Kimley-Horn and Associates, Inc. (“KHA”) and Raftelis Financial Consultants, Inc. (“Raftelis,” and collectively with KHA, the “Project Team”) is pleased to submit this report for your review and consideration regarding the preparation of a five- (5) year financial forecast (the “Financial Forecast”) for the water and wastewater utility system (the “System”) operations on behalf of the Village of Palm Springs (the “Village”) and evaluation of the retail, miscellaneous, and impact fees and charges. The primary purpose of the development of the Financial Forecast was to identify the ability of the System’s operating revenues (derived essentially from monthly rates for service) to adequately fund the expenditure requirements of the System, including the five- (5) year capital improvement program as identified by the Village. Specifically, the Financial Forecast focuses on the sufficiency of the existing rate revenues to fund the capital improvement program and provide additional information to the Village with respect to the anticipated sources of available funding (i.e., anticipated indebtedness, increased operating margins from future rate adjustments, etc.) for the capital project and major maintenance expenditures identified for the Fiscal Years 2020 through 2024 (the “Forecast Period”).

This attached report includes: i) a summary of the customer and billing statistics and rates for service; ii) a discussion of the significant assumptions used in the development of the Financial Forecast; iii) an analysis of the ability of revenues of the System to meet the estimated operating and capital expenditure requirements; iv) the presentation of the identified financing plan for the current five-year capital program; and v) recommended changes to the amount of the existing rates based on cost of service principals. The analysis is based on detailed financial information provided by Village staff, including but not limited to, customer / property statistical data, annual financial and budgetary data, as well as other information provided by the Village relative to the development of the capital program.

Based on the Financial Forecast as developed by the Project Team, it is recommended that System’s rates should be increased above current Fiscal Year 2020 levels. This is due primarily to provide adequate funding for the capital improvement plan. The recommendations of this study are to adopt a series of annual rate adjustments to be applied to the retail monthly service rates and charges for the Fiscal Years 2021 through 2024. It is anticipated that the recommended rates and fees will be sufficient to maintain operating margins and to assure the continuation of capital re-investment to replace and upgrade System assets to promote long-term rate sustainability.

Mr. Ronald R. Eyma
Village of Palm Springs
August 20, 2020
Page 2

Events may occur during this projected time period that could have an effect on the financial projections presented in this report, and such effects could be material, which may alter the sufficiency of the recommended rates. As such, it is recommended the Village continue to annually review the System's financial condition to monitor the potential need for rate adjustments in the future.

We appreciate the assistance provided by the Village with respect to the preparation of this report.

Very truly yours,

Raftelis Financial Consultants, Inc.



Ryan Smith
Managing Consultant



Michael Noga
Rate Consultant

RS / dc
Attachments

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VILLAGE OF PALM SPRINGS, FLORIDA

FISCAL YEAR 2020 WATER AND WASTEWATER UTILITY RATE STUDY

Introduction

On behalf of the Village of Palm Springs's (the "Village") water and wastewater utility system (the "System"), Kimley-Horn and Associates, Inc. ("KHA") and Raftelis Financial Consultants, Inc. ("Raftelis," and, collectively with KHA, the "Project Team") was retained to prepare a five- (5) year financial forecast (the "Financial Forecast") of System operations and develop alternative retail service rates based on the results of such analysis and cost of service principals. Specifically, the Project Team was tasked with analyzing the customer billing attributes and corresponding revenue requirements (expenditure needs) of the System, develop a capital expenditure funding plan, and identify the necessary rate adjustments for the five fiscal year period of 2020 to 2024 and evaluate the corresponding estimated financial position of the System.

The analysis included in this report recognizes a forward-looking projection over the next five years, comprising the Fiscal Years ending September 30, 2020 to 2024 (the "Forecast Period"). The remainder of this report provides a discussion of the Financial Forecast analysis methodology, the water and wastewater rates for service, historical and projected customer statistics or billing determinates, identification of the revenue requirements and estimated sufficiency of the existing rates, and provides a summary of the financial trends and position of the System.

Financial Forecast Analysis Methodology

In order to evaluate the existing and forecasted financial position of the System the following methodology was recognized:

1. An evaluation of the service area requirements for the water and wastewater system (the "System") was performed. This included a review of recent billing attributes for the customers served by the System such that: i) a representative forecast of System needs from a financial standpoint could be prepared; and ii) a projection of rate revenues consistent with the projected service area needs could be developed.
2. A projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from retail water and wastewater rates, was analyzed. A summary of the definition of the Net Revenue Requirements is summarized below:

+	Cost of Operation and Maintenance
+	Debt Service Payments (Proposed)
+	Fund Transfers Payments
+	Capital Project Financing
+	Working Capital Reserve Deposits / Financial Compliance
-	Other Operating Revenue / Working Capital Reserve Use
-	Interest Income
=	Net Revenue Requirements (Funded from Water and Wastewater Rates)

3. Included as a component of Net Revenue Requirements was the development of an initial five-year capital expenditure funding plan for a portion of the capital projects identified in the Water and Wastewater Capital improvement program (the “CIP”). The CIP was produced by KHA and Village staff and it identified the projects that should be commenced and completed during the Forecast Period, these projects totaled \$41,743,000.
4. The funding of these improvements recognized the following parameters: i) the use of available operating reserves or other available cash balances as a first priority (above targeted reserve balances); and ii) the recognition of a pay-as-you-go (“PAYGO”) capital funding program (funded by deposits to a capital fund referred to in this report as the Capital Fund from rates) to finance capital projects that benefit the existing rate payers. The use of additional debt / loans was contemplated during the capital funding analysis with Village staff, to fund large expenditures with extended service lives (leveraging of System revenues to reduce annual expenditure funded from rates); However, it was identified that the System could fully fund its capital needs without the issuance of debt, and such leveraging capability should be maintained for potential funding of projects outside of the Forecast Period (past FY-2024).
5. In addition, the cash position of the System was evaluated and taken into consideration through the identification of targeted minimum ending cash balances in order to adequately reserve working capital balances (reduce financial risk) and provide for the anticipated capital funding needs of the System.
6. Prepare an evaluation of the financial position of the System to minimize financial risk, promote a strong credit balance, and to provide for rate sustainability over the long-term.
7. Estimate the necessary System rate adjustments that would be required to fund the identified Net Revenue Requirements, CIP, and meet the overall financial needs of the System.
8. Recommend alternative retail service rates based on information compiled during the Study in order to produce charges that are more consistent with the level of service that is being provided to each customer.

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Water and Wastewater System Rates

The water and wastewater rates that are currently in effect were adopted by the Village Council on August 28, 2017 pursuant to Ordinance No. 2017-22 (the “Rate Ordinance”) and which became effective immediately upon passage. The rates have not been adjusted since October 1, 2018 (2 years). The existing rates are based on the various attributes of the customer classifications, meter size, and monthly metered water use. The following is a summary of the current annual System rates for service as delineated in the Rate Ordinance:

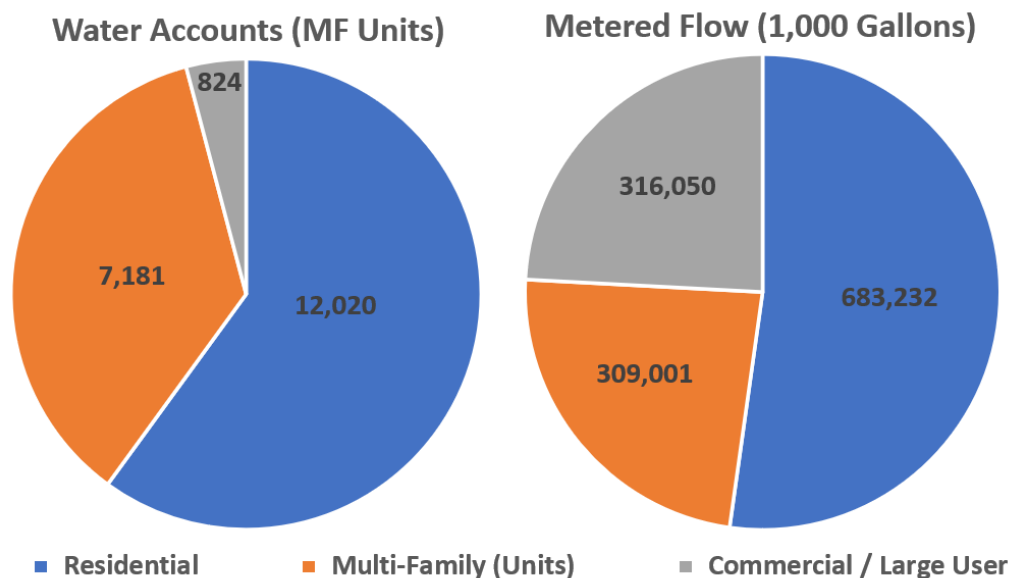
Summary of Existing Annual Rates for Water and Wastewater Service

Customer Class	Water Service	Wastewater Service
Readiness to Serve Charge		
Single-Family Residential	\$12.27	\$11.09
Multi-Family Residential	9.81	8.87
Commercial – 5/8- or 3/4-Inch Meter	42.95	38.77
Commercial –1-Inch Meter	42.95	38.77
Commercial – 1-1/2-Inch Meter	80.75	72.88
Commercial – 2-Inch Meter	125.97	113.69
Commercial – 3-Inch Meter	246.91	222.83
Commercial – 4-Inch Meter	382.70	345.39
Commercial – 6-Inch Meter	757.76	676.96
Consumption Charges (Per 1,000 Gallons)		
<u>Single-Family Residential:</u>		
0 – 6,000 Gallons	\$3.05	\$7.19
6,001 – 8,000 Gallons	3.05	7.19
8,001 – 20,000 Gallons	3.98	N/A
20,001 Gallons and Above	4.90	N/A
<u>Multi - Family Residential:</u>		
0 – 4,000 Gallons	\$3.05	\$7.19
4,001 – 8,000 Gallons	3.98	7.19
8,001 – 10,000 Gallons	3.98	N/A
10,001 Gallons and Above	4.90	N/A
<u>Commercial (All Gallons)</u>	\$3.82	\$7.19

Customer Demographics and Revenues

As previously mentioned, the existing rates are billed based on the class of customer and the meter size for the commercial customer class. Table 1 at the end of this report summarizes the existing and projected customers based on the customer billing data as provided to the Project Team by the Village and estimates of additional customers from new development within the Village's water and wastewater service area.

The following is a summary of the billing attributes by class based on the evaluation of the Fiscal Year 2019 billing data provided by Village Staff. It should be noted that at the time of the billing evaluation Fiscal Year 2019 represented the most recently completed Fiscal Year for which the revenues had been verified by the Village's external Auditors. The projections included in Tables 1 and 2 provide the basis of the calculation of the existing and future revenues from existing rates as shown on Table 7. The charts below summarize the estimated Fiscal Year 2020 water accounts and metered flow:



As can be seen above, the Residential Customer Classes (Single-Family and Multi-Family) comprise approximately 96% of the total estimated accounts, and the remaining 4% of accounts are comprised of commercial customers and one large user. However, the commercial class and large user represented approximately 24% of the metered water flow (which has a direct correlation to revenue). Additionally, it should be noted that the average commercial account used approximately 25,000 gallons of water per month as compared to a single-family residential customer who used 4,400 gallons of water per month.

Based on discussions with Village staff and a review of the vacant parcels within the Village's service territory, a minor amount of new development (customer growth) has been recognized. During the Forecast Period, Raftelis recognized on average 31 accounts per year which represents less than 0.25% growth per year.

The majority, or approximately 94% of the Village's customers receive both water and wastewater service, and the wastewater consumption patterns are generally consistent with water. A summary of the wastewater customers and consumption characteristics can be found on Table 2 at the end of this Report.

Based on the customer demographics as discussed in the previous section, the projected revenues from System rates for the Forecast Period can be found on Table 7 at the end of this Report, and are summarized below:

Summary of Projected Revenues from Existing Water and Wastewater Rates [1] [2]

Description	Fiscal Year Ending September 30,				
	2020	2021	2022	2023	2024
Water System Rate Revenue [3]					
Single-Family Residential	\$4,419,172	\$4,456,735	\$4,460,414	\$4,464,094	\$4,467,773
Multi-Family Residential	2,160,399	2,165,310	2,174,593	2,174,593	2,174,593
Commercial	1,665,300	1,668,467	1,671,635	1,674,803	1,677,970
Large User	265,393	265,393	265,393	265,393	265,393
Total Water System Rate Revenue	\$8,510,264	\$8,555,905	\$8,572,035	\$8,578,882	\$8,585,729
Wastewater System Rate Revenue [3]					
Single-Family Residential	\$5,799,645	\$5,819,003	\$5,824,266	\$5,829,529	\$5,834,792
Multi-Family Residential	3,311,875	3,325,993	3,340,111	3,340,111	3,340,111
Commercial	2,073,990	2,078,903	2,083,816	2,088,729	2,093,642
Total Wastewater System Rate Revenue	\$11,185,510	\$11,223,900	\$11,248,194	\$11,258,370	\$11,268,546
Combined Water and Wastewater System Rate Revenues	<u>\$19,695,774</u>	<u>\$19,779,804</u>	<u>\$19,820,229</u>	<u>\$19,837,252</u>	<u>\$19,854,275</u>

[1] Amounts shown derived from information included on Table 7 at the end of this Report.

[2] Amounts shown calculated based on the existing water and wastewater rates in effect during Fiscal Year 2020 and does not include any additional revenues from recommended rate adjustments as discussed later in this Report.

[3] Amounts shown include revenues received from customers located inside and outside the Village's jurisdictional boundaries. It should be noted that the Village charges a 25% surcharge for all services rendered outside the Village's jurisdictional boundaries, which is allowed under Florida statute.

Projections of System Operating Results

For the purpose of the Financial Forecast and as previously mentioned, a projected five-year study period has been utilized for the determination of the water and wastewater system revenue requirements. The objective of using this Forecast Period is to determine the potential rate levels that will ensure continuing and adequate service to meet future period requirements. It was determined that the revenue requirements for this analysis would be predicated on the projected utility costs for the period ending September 30, 2024 (previously defined as the "Forecast Period"). This forecast of System operations was prepared in order to provide a general surety to the Village that the water and wastewater rates would be adequate in the future to meet all of the estimated System expenditure needs, satisfy any bond / loan rate covenant requirements, and to fully fund the capital improvement program as determined with the Village by the Project team during the course of this study.

The classification of revenue requirements can be organized into five main categories: i) operation and maintenance expenses (adjusted to exclude depreciation and amortization expenses); ii) annual principal and interest payments on existing debt; iii) funding of the capital improvement program; and iv) deposits to working capital reserves and other funds to maintain or meet management objectives / policies regarding financial position (reduce financial risk and promote creditworthiness of System). The sum of these payments represents the gross revenue requirements of the System that are to be recovered from the available financial resources of the System, including rate revenues, other operating revenues, interest income, and available cash reserves.

The development of the estimated revenue requirements for the Village's water and wastewater system required several assumptions and considerations, and the preparation of certain analyses relative to utility operations. The historical Fiscal Year 2019 operating results along with the adopted Fiscal Year 2020 Budget and year-to-date (through June 2020) operating results served as the basis for the revenue requirement projections. For Fiscal Year 2020, the Village provided the Project Team with a copy of the adopted budget, which after certain adjustments to reflect year-to-date results and known or anticipated changes and assumptions, served as the basis of the projection of the revenue requirements for the Forecast Period. Based on the forecast of customer system billing determinates, the assumptions and considerations set forth below with respect to the determination of projected water and wastewater system expenditures, the rate revenue surplus / (deficiencies) are anticipated to be as follows:

Water and Wastewater System Revenue Sufficiency – For the Forecast Period [1]

Fiscal Year	Estimated Revenues Under Existing Rates	Total Revenue Requirements [2]	Annual Surplus / (Deficiency)	Recommended Rate Adjustments	Surplus / (Deficiency) After Adjustments
2020	\$20,694,566	\$20,924,610	(\$230,045)	0.00%	(\$230,045)
2021	20,638,281	20,636,617	1,664	1.00%	199,462
2022	20,619,748	21,205,850	(586,103)	4.00%	412,837
2023	20,596,219	21,866,470	(1,270,251)	4.00%	563,029
2024	20,598,800	22,633,827	(2,035,027)	4.00%	667,391

[1] Amounts shown derived from Table 7 at the end of this report.

[2] Revenue requirements represent the amount of gross revenue requirements of the System. Amounts shown include deposits to the operating and capital reserves to the extent available which have been used for funding the capital improvement program.

As illustrated in the above table and seen in greater detail on Table 7 at the end of this Report, the existing rates for service are not anticipated to provide sufficient revenue to fully fund the revenue requirements of the System. It is recommended that the Village consider adopting a four- (4) year rate adjustment plan in order to provide sufficient revenues to meet the needs of the System.

Principal Considerations and Assumptions Regarding Projected Operating Results

In making the projections and estimates summarized in this report, the principal considerations and assumptions made by us and the principal information and assumptions provided to us, or prepared by others, include the following:

1. The Adopted Fiscal Year 2020 Budget served as the basis for the financial forecast of operating expenses. Based on discussions with Village staff and a detailed review of actual reported operating expenses for the recent historical period, the Fiscal Year Budget was considered as being reasonable and could be relied upon in the determination of the expenditure needs of the System.
2. Projected revenues from current rates and charges for the Village's water and wastewater system was based on the schedule of existing rates as adopted by the Village Council pursuant to Ordinance No.17-22 (previously defined as the "Rate Ordinance"). Such rates were utilized in the calculation of the 2020 rate revenues and projected revenues under existing rates for the remainder of the Forecast Period. These rates served as support for the development of the recommended rate adjustments for Fiscal Year 2021 through 2024. A summary of projected sales revenues under existing and rates for monthly service is was previously discussed in this report.
3. The projected direct and indirect operation and maintenance expenses as presented in Table 3 were escalated for the Forecast Period based upon the application of several different escalation factors.

Each expense projection was predicated on: i) the nature of the expense; ii) historical cost indices for similar expenses as published by the Bureau of Labor Statistics and the Congressional Budget Office; iii) review of the contractual arrangements of the System regarding the specific expense; and iv) discussions with Village staff. A summary of the escalation factors can be found on Table 4 at the end of this report. It should be noted that the overall effect of the chosen escalation factors increased the direct and indirect operating expenses by an annual compounded rate of approximately 2.98%.

4. The Village's single largest expense is wholesale wastewater treatment. This cost is estimated to average approximately \$3,450,000 annually during the Forecast Period. The Village relies on wholesale wastewater treatment services for all of its wastewater treatment needs. Currently the Village receives these services from two wholesale providers: i) the City of Lake Worth; and ii) Palm Beach County. The projection of the wholesale wastewater treatment expenses for the Forecast Period were developed based on: i) historical wholesale wastewater treatment statistics; ii) a review of the agreements for whole service between the Village and each of the wholesale providers; iii) the projected wastewater treatment requirements as calculated on Table 2 of this Report; and iv) discussions with Village staff about the future needs of the wastewater system. The calculation of projected wholesale wastewater purchases can be found on Table 5 at the end of this Report and is summarized below:

Description	Fiscal Year Ending September 30, [1]				
	2020	2021	2022	2023	2024
Wholesale Wastewater Treatment Expense					
Provider - Palm Beach County					
Wastewater Treated (1,000 of Gallons)	273,750	273,750	273,750	273,750	273,750
Average Treatment Rate	\$3.10	\$3.17	\$3.23	\$3.30	\$3.37
Treatment Expense – Palm Beach County	\$848,625	\$867,295	\$885,508	\$904,104	\$922,186
Provider – Lake Worth					
Wastewater Treated (1,000 of Gallons)	900,078	904,274	907,043	908,111	909,178
Average Treatment Rate	\$3.27	\$2.63	\$2.68	\$2.74	\$2.80
Treatment Expense – Lake Worth	\$2,939,572	\$2,373,836	\$2,433,061	\$2,490,014	\$2,546,227
Combined Wastewater Treatment Expense	<u>\$3,788,197</u>	<u>\$3,241,131</u>	<u>\$3,318,569</u>	<u>\$3,394,118</u>	<u>\$3,468,413</u>

[1] Amounts shown derived from information included on Table 5 at the end of this Report.

5. The System currently has one outstanding senior lien debt obligation, the Fiscal Year 2013 Promissory Note. The Village entered into agreement with SunTrust Bank for a Loan in the principal amount of \$14,352,351 in order to refinance a prior debt and provide funding for certain capital improvements. The Promissory Note carries an average coupon rate of 2.39%, level semiannual debt service payments of \$471,117.50 (\$942,235 annually) due on May 1st and November 1st of each year; and, matures on May 1, 2033. As of the date of this Report the Village has \$10,207,120 of outstanding principal balance on the Promissory Note. No Additional debt was assumed during this evaluation. Should the actual operating results or capital improvement program differ materially from what is included in this Report, the Village may reconsider the issuance of additional debt.

6. In order to promote the going concern of the System and to provide a funding mechanism to replace utility plant as it reaches its useful life, the Financial Forecast assumes the annual funding of a deposit from rates into a dedicated or separate capital account referenced as the Capital Fund. In the development of the Financial Forecast and to annually provide funds for capital reinvestment (i.e., pay-as-you-go or “PAYGO” funding), it was assumed that the Village would deposit annually an amount averaging \$4,200,000 for the Forecast Period from the Gross Revenues received by the System. Such deposits were based varied based on the estimated level of surplus and capital projects during such Fiscal Year. Table 7 provides a summary the assumed deposits amounts to the Capital Fund for the Forecast Period. It was assumed that the deposits would be used to fund the capital improvement program as shown on Table 6 at the end of this Report, which allowed the Village to circumvent the need to issue debt.

The following is a summary of the annual deposits to the Capital Fund that were recognized during the Forecast Period:

**Summary of Deposits to the Capital Fund –
For the Forecast Period [1]**

Fiscal Year	Estimated Deposits
2020	\$3,999,584
2021	4,026,069
2022	4,176,097
2023	4,331,694
2024	4,498,988

[1] Amounts shown derived from Table 7.

7. Investment income on funds and accounts created by the Village or as assumed in this report were estimated based on projected average fund balances and assumed investment or interest rate of approximately 1.00% during the Forecast Period based on discussions with Village management. The interest rates have been applied to estimated balances, if any, in the Operating Fund (cash reserves) and the Capital Fund. Table 8 provides a summary of the transfers in and out of each fund / account, interest earned on the average cash balances on deposit in such funds, and corresponding ending cash balances for each fund / account maintained by the Village.
8. The capital improvement program for the water and wastewater system was based on: i) recommendations from the Village’s consulting engineer; ii) an onsite evaluation of the water and wastewater fixed assets and facilities as conducted by the Project Team; and iii) information provided by and discussions with the Village regarding the operations and needs of the System. Table 6 at the end of this report provides a detailed listing of the capital projects for the System for the five-year Forecast Period and includes the anticipated funding sources for each.

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Based on the Project Team evaluations and discussions with Village staff, a Capital Improvement Program (the “CIP”) beginning with the Fiscal Year 2020 identified infrastructure projects based on an evaluation by KHA of the existing capital assets of the system and potential future regulatory requirements. The timing, priority, and funding of such capital needs were developed with the guidance of Village staff and to limit the need to issue future indebtedness for the System. The following is a summary of capital assumed in the development of the financial forecast:

Summary of Forecasted Capital Improvement Program [1]

Description	Fiscal Year Ending September 30,				
	2020	2021	2022	2023	2024
Capital Projects					
Water Treatment and Supply	\$3,540,000	\$4,135,000	\$3,675,000	\$910,000	\$1,640,000
Water Distribution	832,000	1,604,000	3,230,000	4,905,000	3,902,000
Wastewater Collection	2,127,000	3,984,000	4,253,000	1,020,000	870,000
Miscellaneous	671,000	295,000	50,000	50,000	50,000
Total Capital Projects	\$7,170,000	\$10,018,000	\$11,208,000	\$6,885,000	\$6,462,000

[1] Amounts shown derived from information provided on Table 6 at the end of this Report.

As can be seen above, the capital needs of the System are projected to be approximately \$41,743,000 for the Forecast Period.

It is recommended that the System continue to principally employ the pay-as-you-go funding strategy, where practical for the overall betterment of the System. This funding methodology is recommended particularly for programs that are approaching for which the majority of projects are identified for the benefit the existing customers of the System.

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Projected Operating Results

Based on the principal considerations and assumptions delineated above, and the recognition of recommended rate adjustments, it is anticipated that the water and wastewater monthly service rates should be adequate to fund the estimated revenue requirements. The presentation of the revenue requirements and the overall sufficiency of rates is shown on Table 7 and is summarized below:

Summary of Projected Operating Results and Revenue Sufficiency – For the Forecast Period [1]

	Fiscal Year Ending September 30				
	2020	2021	2022	2023	2024
Operating Expenses	\$15,982,792	\$15,668,313	\$16,087,518	\$16,592,540	\$17,192,603
Debt Service	942,235	942,235	942,235	942,235	942,235
Capital Fund Deposits	3,999,584	4,026,069	4,176,097	4,331,694	4,498,988
Total Gross Revenue Requirements	\$20,924,610	\$20,636,617	\$21,205,850	\$21,866,470	\$22,633,827
Less: Other Revenues	(998,792)	(858,477)	(799,519)	(758,967)	(744,525)
Net Revenue Requirements	\$19,925,818	\$19,778,141	\$20,406,331	\$21,107,503	\$21,889,302
Revenues from Rates (including Adjustments)	\$19,695,774	\$19,977,602	\$20,819,168	\$21,670,531	\$22,556,692
Amounts Available for Other Purposes	<u>(\$230,045)</u>	<u>\$199,462</u>	<u>\$412,837</u>	<u>\$563,029</u>	<u>\$667,391</u>

[1] Amounts shown derived from information included on Table 7 at the end of this Report.

As can be seen above and shown in more detail on Table 7, the rate revenues with the application of the recommended rate adjustments, are anticipated to be sufficient to adequately fund the identified revenue requirements of the System.

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Recommendations

In order to maintain the creditworthiness and financial position of the System and to fully fund the projected revenue requirements as discussed in this report, the Project Team has prepared the following recommendation for consideration by the Village:

1. The Village should adopt the following schedule of rate adjustments for the Fiscal Years 2021, 2022, 2023, and 2024 in order to provide sufficient revenues to fully fund the identified revenue requirements for the Forecast Period, provide Pay-Go funding for the Capital Improvement Program, and defer the need to issue debt to fund the capital projects. The following table presents the recommended rate adjustments for each Fiscal Year:

Recommended Water and Wastewater Rate Adjustments

Customer Class	2021	2022	2023	2024
Annual Adjustment to All Monthly Retail Water and Wastewater Service Rates and Charges	1.0%	4.0%	4.0%	4.0%

2. Recognizing that the proposed rates as reflected in this study represent an increase in the rates charged for utility service and pursuant to Florida Statutes, Chapter 180.136, the Village will need to notice the proposed increase to each customer of the utility through the utility's billing process. The notice needs to state the date, time, and place of the Town's meeting at which the proposed rates will be considered
3. In order to provide sufficient internal funding of the Capital Improvement Program it is recommended that the Village deposit approximately 20% of such Fiscal Year's annual rate revenues into a designated capital fund. Based on the assumptions and results of this Report, it has been identified that this level of deposit will reduce the potential need to issue debt and will provide a stable funding source to allow Village staff to plan each year's capital projects.

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Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Summary of Existing and Projected Water Customer Statistics

Line No	Description	Projected - Fiscal Year Ending September 30,				
		2020	2021	2022	2023	2024
Inside Village Customers						
<u>Residential</u>						
1	Estimated Unit / Account Growth:	6	6	6	6	6
2	Average Annual Customer Accounts	7,048	7,054	7,060	7,066	7,072
3	Average Annual ERCs	7,048	7,054	7,060	7,066	7,072
4	Annual Water Flows (000's)	370,007	370,322	370,637	370,952	371,267
5	Average Monthly Water Flows Per Account	4,375	4,375	4,375	4,375	4,375
<u>Multi-Family</u>						
6	Estimated Account Growth	1	0	0	0	0
7	Estimated Unit Growth	32	32	32	0	0
8	Average Annual Accounts	109	109	109	109	109
9	Average Annual Units	2,251	2,283	2,315	2,315	2,315
10	Average Annual ERCs	1,801	1,826	1,852	1,852	1,852
11	Annual Water Flows (000's)	116,143	117,794	119,445	119,445	119,445
12	Average Monthly Water Flows Per Unit	4,300	4,300	4,300	4,300	4,300
<u>Commercial</u>						
13	Estimated 5/8" Metered Customer Growth	1	1	1	1	1
	Average Annual Accounts (Meter Sizes)					
14	5/8" or 3/4" Metered Customers	325	326	327	328	329
15	1" Metered Customers	118	118	118	118	118
16	1.5" Metered Customers	53	53	53	53	53
17	2" Metered Customers	58	58	58	58	58
18	3" Metered Customers	4	4	4	4	4
19	4" Metered Customers	4	4	4	4	4
20	Total Average Annual Accounts	562	563	564	565	566
21	Average Annual ERCs	2,700	2,704	2,707	2,711	2,714
22	Annual Water Flows (000's)	166,051	166,266	166,482	166,697	166,912
23	Average Monthly Water Flows Per Account	24,622	24,610	24,598	24,587	24,575
24	Average Monthly Water Flows Per ERC	5,125	5,125	5,125	5,125	5,125
Outside Village Customers						
<u>Residential</u>						
25	Estimated Unit / Account Growth:	26	26	4	4	4
26	Average Annual Customer Accounts	4,972	4,998	5,002	5,006	5,010
27	Average Annual ERCs	6,215	6,247	6,252	6,257	6,262
28	Annual Water Flows (000's)	313,226	314,864	315,116	315,368	315,620
29	Average Monthly Water Flows Per Account	5,250	5,250	5,250	5,250	5,250
<u>Multi-Family</u>						
30	Estimated Account Growth	0	0	0	0	0
31	Estimated Unit Growth	0	0	0	0	0
32	Average Annual Accounts	151	151	151	151	151
33	Average Annual Units	4,930	4,930	4,930	4,930	4,930
34	Average Annual ERCs	4,930	4,930	4,930	4,930	4,930
35	Annual Water Flows (000's)	192,858	192,858	192,858	192,858	192,858
36	Average Monthly Water Flows Per Unit	3,260	3,260	3,260	3,260	3,260
<u>Commercial</u>						
37	Estimated 5/8" Metered Customer Growth	1	1	1	1	1
	Average Annual Accounts (Meter Sizes)					
38	5/8" or 3/4" Metered Customers	172	173	174	175	176
39	1" Metered Customers	46	46	46	46	46
40	1.5" Metered Customers	17	17	17	17	17
41	2" Metered Customers	20	20	20	20	20
42	3" Metered Customers	4	4	4	4	4
43	4" Metered Customers	2	2	2	2	2
44	Total Average Annual Accounts	261	262	263	264	265
45	Average Annual ERCs	1,530	1,534	1,539	1,543	1,547
46	Annual Water Flows (000's)	89,042	89,297	89,552	89,807	90,062
47	Average Monthly Water Flows Per Account	28,430	28,402	28,375	28,348	28,321
48	Average Monthly Water Flows Per ERC	4,850	4,850	4,850	4,850	4,850
Large User - Outside Defined Service Area						
49	Average Annual Accounts (No. of Metering Points)	3	3	3	3	3
50	Average Annual ERCs (1 ERC = 250 GPD)	668	668	668	668	668
51	Annual Water Flows (000's)	60,957	60,957	60,957	60,957	60,957
Total Water System						
52	Average Annual Customers / Accounts	20,026	20,092	20,136	20,148	20,160
53	Average Annual ERCs	24,891	24,963	25,008	25,026	25,045
54	Annual Water Sales (000's)	1,308,284	1,312,358	1,315,047	1,316,084	1,317,121
55	Estimated Water Produced (000's)	1,393,322	1,397,662	1,400,525	1,401,629	1,402,734

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Summary of Existing and Projected Wastewater Customer Statistics

Line No	Description	Projected - Fiscal Year Ending September 30,				
		2020	2021	2022	2023	2024
Inside Village Customers						
<u>Residential</u>						
1	Estimated Unit / Account Growth:	6	6	6	6	6
2	Average Annual Customer Accounts	7,006	7,012	7,018	7,024	7,030
3	Average Annual ERCs	7,006	7,012	7,018	7,024	7,030
4	Annual Wastewater Flows (000's)	367,819	368,134	368,449	368,764	369,079
5	Average Monthly Wastewater Flows Per Account	4,375	4,375	4,375	4,375	4,375
<u>Multi-Family</u>						
6	Estimated Account Growth	1	0	0	0	0
7	Estimated Unit Growth	32	32	32	0	0
8	Average Annual Accounts	108	108	108	108	108
9	Average Annual Units	2,203	2,235	2,267	2,267	2,267
10	Average Annual ERCs	1,762	1,788	1,813	1,813	1,813
11	Annual Wastewater Flows (000's)	113,653	115,305	116,956	116,956	116,956
12	Average Monthly Wastewater Flows Per Unit	4,300	4,300	4,300	4,300	4,300
<u>Commercial</u>						
13	Estimated 5/8" Metered Customer Growth	1	1	1	1	1
	Average Annual Accounts (Meter Sizes)					
14	5/8" or 3/4" Metered Customers	285	286	287	288	289
15	1" Metered Customers	89	89	89	89	89
16	1.5" Metered Customers	46	46	46	46	46
17	2" Metered Customers	44	44	44	44	44
18	3" Metered Customers	4	4	4	4	4
19	4" Metered Customers	3	3	3	3	3
20	Total Average Annual Accounts	471	472	473	474	475
21	Average Annual ERCs	2,236	2,240	2,243	2,247	2,250
22	Annual Wastewater Flows (000's)	137,514	137,729	137,945	138,160	138,375
23	Average Monthly Wastewater Flows Per Account	24,330	24,317	24,303	24,290	24,276
24	Average Monthly Wastewater Flows Per ERC	5,125	5,125	5,125	5,125	5,125
Outside Village Customers						
<u>Residential</u>						
25	Estimated Unit / Account Growth:	26	26	4	4	4
26	Average Annual Customer Accounts	4,131	4,157	4,161	4,165	4,169
27	Average Annual ERCs	5,163	5,196	5,201	5,206	5,211
28	Annual Wastewater Flows (000's)	260,235	261,873	262,125	262,377	262,629
29	Average Monthly Wastewater Flows Per Account	5,250	5,250	5,250	5,250	5,250
<u>Multi-Family</u>						
30	Estimated Account Growth	0	0	0	0	0
31	Estimated Unit Growth	0	0	0	0	0
32	Average Annual Accounts	145	145	145	145	145
33	Average Annual Units	4,902	4,902	4,902	4,902	4,902
34	Average Annual ERCs	4,902	4,902	4,902	4,902	4,902
35	Annual Wastewater Flows (000's)	191,760	191,760	191,760	191,760	191,760
36	Average Monthly Wastewater Flows Per Unit	3,260	3,260	3,260	3,260	3,260
<u>Commercial</u>						
37	Estimated 5/8" Metered Customer Growth	1	1	1	1	1
	Average Annual Accounts (Meter Sizes)					
38	5/8" or 3/4" Metered Customers	122	123	124	125	126
39	1" Metered Customers	33	33	33	33	33
40	1.5" Metered Customers	13	13	13	13	13
41	2" Metered Customers	20	20	20	20	20
42	3" Metered Customers	4	4	4	4	4
43	4" Metered Customers	1	1	1	1	1
44	Total Average Annual Accounts	193	194	195	196	197
45	Average Annual ERCs	1,180	1,184	1,188	1,193	1,197
46	Annual Wastewater Flows (000's)	68,658	68,912	69,167	69,421	69,675
47	Average Monthly Wastewater Flows Per Account	29,645	29,602	29,558	29,516	29,473
48	Average Monthly Wastewater Flows Per ERC	4,850	4,850	4,850	4,850	4,850
Total Wastewater System						
49	Total Wastewater System	18,905	18,971	19,015	19,027	19,039
50	Average Annual ERCs	22,249	22,321	22,366	22,384	22,403
51	Annual Wastewater Sales (000's)	1,139,639	1,143,713	1,146,401	1,147,437	1,148,474
52	Estimated Wastewater Treated (000's)	1,253,603	1,258,084	1,261,041	1,262,181	1,263,321

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Projection of System Direct and Indirect Operating Expenses

Line No	Description	Factor Escalation	Fiscal Year Ending September 30th.				
			2020	2021	2022	2023	2024
<u>Personal Services</u>							
1	Regular Salaries	Labor-1	\$ 3,373,761	\$ 3,510,405	\$ 3,652,583	\$ 3,800,520	\$ 3,954,449
2	Other Salaries & Wages	Labor-1	0	0	0	0	0
3	Overtime	Labor-1	75,000	78,038	81,198	84,487	87,909
4	Holiday Pay	Labor-1	34,000	35,377	36,810	38,301	39,852
5	FICA	Labor-1	266,605	277,403	288,638	300,329	312,493
6	Pension Contribution	Labor-2	408,855	421,121	433,754	446,767	460,170
7	FRS Reg Class Pension	Labor-2	231,826	238,781	245,944	253,323	260,922
8	GASB 68 Adjustment	Labor-2	0	0	0	0	0
9	Life, Health, Dental	Health-Ins	832,989	853,980	875,501	897,563	920,182
10	Worker's Comp	Labor-1	96,765	100,684	104,762	109,005	113,420
11	Unemployment Comp	Labor-1	2,500	2,601	2,707	2,816	2,930
11	OPEB Expense	Labor-1	8,500	8,844	9,202	9,575	9,963
12	Additional Personnel	Calculated	0	177,675	184,227	191,027	198,085
13	Total Personal Services Expense		\$5,330,801	\$5,704,909	\$5,915,327	\$6,133,714	\$6,360,376
<u>Operating Expenses (Non-Labor)</u>							
<u>Professional Services - 53100</u>							
14	Legal Services	Contractual	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
15	Testing Services (Pace Analytical)	ENR	20,000	20,594	21,206	21,835	22,484
16	Testing Services (Florida Spectrum Environmental)	ENR	10,000	10,297	10,603	10,918	11,242
17	Laboratory Assessment (Michelle Wade DBA)	ENR	2,000	2,059	2,121	2,184	2,248
18	Spam Filter Service (netDirective Technologies)	Contractual	500	515	530	546	563
19	Title Search Services	Contractual	1,000	1,030	1,061	1,093	1,126
20	Density Testing (Nutting Engineers)	ENR	2,500	2,574	2,651	2,729	2,810
21	Environmental Resource	Inflation	1,000	1,022	1,043	1,065	1,087
22	FDLE CCHINET	Inflation	300	307	313	320	326
23	Rate & Connection Fee Study (next in 2024)	Rate-Study	0	0	0	0	80,850
24	Water Treatment Facilities Plan (2020 Item)	Rate-Study	50,000	0	0	0	0
25	I&I Study	Eliminate	50,000	0	0	0	0
26	Uni-directional Flushing Plan	Eliminate	0	0	0	0	0
27	Septic-to-Sewer Study (2020 Item)	Eliminate	30,000	0	0	0	0
28	CMMS Implementation	Eliminate	0	0	0	0	0
29	Utility Master Plan	Eliminate	0	0	0	0	0
30	Misc Professional Services	ENR	7,500	7,723	7,952	8,188	8,431
31	General Engineering Services	ENR	30,000	30,891	31,808	32,753	33,726
32	Subtotal Professional Services		\$ 224,800	\$ 97,612	\$ 100,506	\$ 103,486	\$ 187,403
<u>Drug-Free Workplace - 53106</u>							
33	Drug & Alcohol Screens	Labor-2	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563
34	Employee Physicals	Health-Ins	800	820	841	862	884
35	Subtotal Drug-Free Workplace		\$ 1,300	\$ 1,335	\$ 1,371	\$ 1,408	\$ 1,446
<u>Accounting & Auditing - 53200</u>							
36	EOY Audit	Contractual	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
37	Interim Audit	Contractual	8,000	8,240	8,487	8,742	9,004
38	Subtotal Accounting & Auditing		\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259
<u>Other Contractual Services - 53400</u>							
39	Landscaping	Inflation	\$ 20,000	\$ 20,440	\$ 20,869	\$ 21,307	\$ 21,734
41	Sunshine State One Call	Contractual	2,000	2,060	2,122	2,185	2,251
42	Cross-Connection Control Program (Hydro-Corp, Inc) (2020 Brought In-House)	W-Growth	0	0	0	0	0
43	Utility Billing (Municipal Code Corporation-2019 or ENCO-2020)	W-Growth	30,000	30,099	30,165	30,183	30,201
44	Vehicle GPS Service (MS/C3 Location Services)	Contractual	6,000	6,180	6,365	6,556	6,753
48	GIS Consultant (Florida Technical Consultants)	ENR	65,000	66,931	68,918	70,965	73,073
49	Pest Control @ Main WTP	Inflation	2,000	2,044	2,087	2,131	2,173
53	ArcGIS Online Licenses (15 @ \$500)	ENR	7,500	7,723	7,952	8,188	8,431
54	Misc	Inflation	10,000	10,220	10,435	10,654	10,867
55	Subtotal Other Contractual Services		\$ 142,500	\$ 145,696	\$ 148,913	\$ 152,170	\$ 155,483
<u>Travel & Per Diem - 54000</u>							
56	Florida Water Resources Conference (Tampa)	Labor-2	\$ 1,170	\$ 1,205	\$ 1,241	\$ 1,278	\$ 1,317
57	Florida Section AWWA Conference (Orlando)	Labor-2	1,140	1,174	1,209	1,246	1,283
58	Florida APWA Public Works Expo (Asst. Director)	Labor-2	180	185	191	197	203
59	CEU's & Training	Labor-2	300	309	318	328	338
60	Technical & Safety Training	Labor-2	300	309	318	328	338
61	Technical & Safety Training	Labor-2	300	309	318	328	338
62	MUNIS Users Conference (Dallas, TX 2019) (Orlando, FL 2020)	Labor-2	1,140	1,174	1,209	1,246	1,283
63	Subtotal Travel & Per Diem		\$ 4,530	\$ 4,666	\$ 4,806	\$ 4,950	\$ 5,099
<u>Communications - 54100</u>							
64	Subtotal Communications	Inflation	\$ 29,600	30,251	30,886	31,535	32,166
<u>Postage - 54200</u>							
65	USPS Mail Machine	Inflation	\$ 8,000	\$ 8,176	\$ 8,348	\$ 8,523	\$ 8,693
66	Fedex/UPS	Inflation	500	511	522	533	543
67	Municipal Code Corporation	Inflation	62,000	63,364	64,695	66,053	67,374
68	Subtotal Postage		\$ 70,500	\$ 72,051	\$ 73,564	\$ 75,109	\$ 76,611
<u>Electric - 54301</u>							
69	Florida Power & Light - Water Plants	W-Elec	\$ 405,000	\$ 411,096	\$ 416,840	\$ 422,133	\$ 427,493

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Projection of System Direct and Indirect Operating Expenses

Line No	Description	Factor Escalation	Fiscal Year Ending September 30th.				
			2020	2021	2022	2023	2024
70	Florida Power & Light - Lift Stations	WW-Elec	25,000	\$ 25,388	\$ 25,750	\$ 26,080	\$ 26,415
71	City of Lake Worth Utilities	WW-Elec	17,000	17,264	17,510	17,735	17,962
72	Subtotal Electric		\$ 447,000	\$ 453,748	\$ 460,101	\$ 465,948	\$ 471,870
<u>Water & Sewer</u>							
73	Village Utility Bills	W-Growth	\$ 600,000	\$ 601,977	\$ 603,296	\$ 603,655	\$ 604,015
74	Subtotal Water & Sewer		\$ 600,000	\$ 601,977	\$ 603,296	\$ 603,655	\$ 604,015
<u>Dump Fees</u>							
75	Solid Waste Authority (Sand, tires, etc.)	Inflation	\$ 18,000	\$ 18,396	\$ 18,782	\$ 19,177	\$ 19,560
76	Solid Waste Authority Annual Fee	Inflation	7,000	7,154	7,304	7,458	7,607
77	Subtotal Dump Fees		\$ 25,000	\$ 25,550	\$ 26,087	\$ 26,634	\$ 27,167
<u>LW Utility Sewer Charges</u>							
78	Sewage Charge	LW-Int	\$ -	\$ -	\$ -	\$ -	\$ -
79	ECR Renewal & Replacement Contribution (28.2% of \$1,303,156)	Const-Int	0	0	0	0	0
79	LW Subregional Renewal & Replacement Contribution (28.2% of \$298,526)	Const-Int	0	0	0	0	0
80	PBC Renewal & Replacement (28.2% of \$1,600,000)	LW-Int	0	0	0	0	0
81	Subtotal LW Utility Sewer Charges		\$ -	\$ -	\$ -	\$ -	\$ -
<u>PBC Utility Sewer Charges</u>							
82	Sewage Charge (.75 MGD @ \$2.96/kgal)	LW-Int	\$ -	\$ -	\$ -	\$ -	\$ -
83	Subtotal PBC Utility Sewer Charges		\$ -	\$ -	\$ -	\$ -	\$ -
<u>Natural Gas - FPU - 54306</u>							
84	Generator @ 2400 Building (Florida Public Utilities Natural Gas)	Gas	\$ 800	\$ 816	\$ 832	\$ 849	\$ 866
85	Subtotal Natural Gas FPU		\$ 800	\$ 816	\$ 832	\$ 849	\$ 866
<u>Rentals & Leases - 54400</u>							
86	Ammonia Storage Tank Lease @ Main WTP & Pratt WTP (Tanner Industries)	Inflation	\$ 500	\$ 511	\$ 522	\$ 533	\$ 543
87	Monthly Facility Rental to General Fund (\$9,583.33/month)	Inflation	115,000	117,530	119,998	122,518	124,968
88	Postage Meter (Pitney Bowes)	Inflation	750	767	783	799	815
89	Copier Rental	Inflation	3,000	3,066	3,130	3,196	3,260
90	Misc Equipment Rental	Inflation	10,000	10,220	10,435	10,654	10,867
91	Subtotal Rentals & Leases		\$ 129,250	\$ 132,094	\$ 134,867	\$ 137,700	\$ 140,454
<u>General Liability Insurance - 54500</u>							
92	Insurance Consulting (Gehring Group)	Contractual	\$ 28,000	\$ 28,840	\$ 29,705	\$ 30,596	\$ 31,514
92	Florida Municipal Insurance Trust (Gen, Auto, Property, Pollution, AD&A, Storage)	Prop-Ins	300,000	313,440	327,482	342,153	357,482
92	Florida Municipal Insurance Trust (Pollution, AD&A)	Prop-Ins	4,000	4,179	4,366	4,562	4,766
93	Florida Municipal Insurance Trust (Storage Tank)	Prop-Ins	2,000	2,090	2,183	2,281	2,383
94	Subtotal General Liability Insurance		\$ 334,000	\$ 348,549	\$ 363,737	\$ 379,593	\$ 396,146
<u>Repair & Maintenance - 54600</u>							
95	Monthly AC Service	Repair	\$ 500	\$ 519	\$ 538	\$ 558	\$ 579
96	Quarterly Generator Maintenance (MegaWattage)	Repair	5,000	5,188	5,382	5,584	5,793
97	Annual Fire Inspection (PBC BOCC)	Repair	250	259	269	279	290
98	Annual Fire Safety Inspection (Pye & Barker)	Repair	750	778	807	838	869
99	Annual Telephone Maintenance	Repair	1,000	1,038	1,076	1,117	1,159
100	WTP Compressor Repair & Maintenance (Air Compressor & Motor DBA)	Repair	6,000	6,225	6,458	6,701	6,952
101	Well Maintenance	Repair	0	0	0	0	0
102	Annual Crain Inspection	Repair	750	778	807	838	869
103	Instrumentation & Controls Repair & Maintenance (PC Controls)	Repair	40,000	41,500	43,056	44,671	46,346
104	Pump/Motor Repair & Maintenance (Tripp)	Repair	75,000	77,813	80,730	83,758	86,899
105	SCADA Repair & Maintenance (ESC)	Repair	15,000	15,563	16,146	16,752	17,380
106	Vacuum Pit Repairs	Repair	6,000	6,225	6,458	6,701	6,952
107	Painting WTP Structures & Aerial Pipe Crossings	Eliminate	75,000	0	0	0	0
108	Clean out Lime Sludge Pond at Main WTP & Pratt WTP	Repair	15,000	15,563	16,146	16,752	17,380
109	Electrical	Repair	5,000	5,188	5,382	5,584	5,793
110	Fuel System Repairs	Repair	5,000	5,188	5,382	5,584	5,793
111	LS Repairs	Repair	25,000	25,938	26,910	27,919	28,966
112	Pipe Repairs	Repair	50,000	51,875	53,820	55,839	57,933
113	Slaker Repair	Repair	5,000	5,188	5,382	5,584	5,793
114	Kent PS Abandonment (2019 Budget Item Update)	Repair	0	0	0	0	0
115	Misc Repair & Maintenance	Repair	100,000	103,750	107,641	111,677	115,865
116	Subtotal Repair & Maintenance		\$ 430,250	\$ 368,572	\$ 382,393	\$ 396,733	\$ 411,611
<u>Vehicle Repair & Maintenance - 54601</u>							
117	Vehicle Repair & Maintenance	V-Repair	\$ 45,000	\$ 46,170	\$ 47,370	\$ 48,602	\$ 49,866
118	Subtotal Vehical Repair & Maintenance		\$ 45,000	\$ 46,170	\$ 47,370	\$ 48,602	\$ 49,866
<u>Field Repairs - 54602</u>							
119	Sod Restoration	Repair	\$ 2,500	\$ 2,594	\$ 2,691	\$ 2,792	\$ 2,897
120	Asphalt Restoration	Repair	9,500	9,856	10,226	10,609	11,007
121	Sidewalk Restoration	Repair	1,000	1,038	1,076	1,117	1,159
122	Misc Field Repairs	Repair	2,000	2,075	2,153	2,234	2,317
123	Subtotal Field Repairs		\$ 15,000	\$ 15,563	\$ 16,146	\$ 16,752	\$ 17,380

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Projection of System Direct and Indirect Operating Expenses

No	Description	Factor Escalation	Fiscal Year Ending September 30th.				
			2020	2021	2022	2023	2024
	<u>Printing & Binding - 54700</u>						
124	Window Envelopes & Permit Forms	Inflation	\$ 250	\$ 256	\$ 261	\$ 266	\$ 272
125	Consumer Confidence Report	Inflation	250	256	261	266	272
126	Business Cards	Inflation	200	204	209	213	217
127	Misc Fliers & Doorhangers	Inflation	500	511	522	533	543
128	Subtotal Printing & Binding		\$ 1,200	\$ 1,226	\$ 1,252	\$ 1,278	\$ 1,304
	<u>Promotional Activity - 54800</u>						
129	Christmas Part Catering (Sandy James Productions)	Inflation	\$ 8,000	\$ 8,176	\$ 8,348	\$ 8,523	\$ 8,693
130	Christmas Gift Cards	Inflation	2,500	2,555	2,609	2,663	2,717
131	Christmas Party Rental (National Croquet Center)	Inflation	1,500	1,533	1,565	1,598	1,630
132	Subtotal Promotional Activity		\$ 12,000	\$ 12,264	\$ 12,522	\$ 12,784	\$ 13,040
	<u>Other Current Charges - 54900</u>						
133	Florida Department of Health Drinking Water Annual Permit Fee (Main WTP)	Inflation	\$ 9,250	\$ 9,454	\$ 9,652	\$ 9,855	\$ 10,052
134	Florida Department of Health Drinking Water Annual Permit Fee (Pratt WTP)	Inflation	2,275	2,325	2,374	2,424	2,472
135	Florida Department of Health Safe Drinking Water Certification	Inflation	500	511	522	533	543
136	Florida Department of Health Hazardous Waste Certification	Inflation	65	66	68	69	71
137	Clerk of Cercuit Court Escrow Account Fees	Inflation	6,000	6,132	6,261	6,392	6,520
138	Lake Worth Drainage District License Annual Agreement Fees	Inflation	4,000	4,088	4,174	4,261	4,347
139	CDL License Renewal	Inflation	750	767	783	799	815
140	Palm Beach County Fire Inspection	Inflation	400	409	417	426	435
141	Florida Department of Environmental Protection Storage Tank Annual Renwal	Inflation	125	128	130	133	136
142	Finance Department Petty Cash	Inflation	100	102	104	107	109
143	Misc Other Current Charges	Inflation	5,000	5,110	5,217	5,327	5,433
144	Utility Refund (2019 Item)	Inflation	0	0	0	0	0
145	Subtotal Other Current Charges		\$ 28,465	\$ 29,091	\$ 29,702	\$ 30,326	\$ 30,932
	<u>Advertising - 54901</u>						
146	Project Bid Advertisement	Contractual	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126
147	Chlorination Nofitication	Contractual	500	515	530	546	563
148	Job Advertisements	Contractual	2,000	2,060	2,122	2,185	2,251
149	Subtotal Advertising		\$ 3,500	\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939
	<u>Depreciation Expense - 54906</u>						
150	Depreciation	Eliminate	\$ -	\$ -	\$ -	\$ -	\$ -
151	Subtotal Depreciation Expense		\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Amortization Expense - 54907</u>						
152	Amortization Expense	Eliminate	\$ -	\$ -	\$ -	\$ -	\$ -
153	Subtotal Amortization Expense		\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Bad Debt Expense - 54908</u>						
154	Bad Debt Expense	Eliminate	\$ 45,000	\$ -	\$ -	\$ -	\$ -
155	Subtotal Bad Debt Expense		\$ 45,000	\$ -	\$ -	\$ -	\$ -
	<u>Administrative Charge to General Fund - 54909</u>						
156	Administrative Charge to General Fund (12% of Previous Yrs Operating Revenue)	AdminChargeWW	\$ 2,490,099	\$ 2,486,716	\$ 2,503,737	\$ 2,597,800	\$ 2,695,250
157	Subtotal Administrative Charge to General Fund		\$ 2,490,099	\$ 2,486,716	\$ 2,503,737	\$ 2,597,800	\$ 2,695,250
	<u>IT Charges to General Fund - 54913</u>						
158	IT Expenses to General Fund	Labor-1	\$ 470,000	\$ 489,036	\$ 508,843	\$ 529,452	\$ 550,896
159	Subtotal IT Charges to General Fund to General Fund		\$ 470,000	\$ 489,036	\$ 508,843	\$ 529,452	\$ 550,896
	<u>Loss/Gain of Asset Disposal - 54916</u>						
160	Loss/Gain of Asset Disposal	Inflation	\$ -	\$ -	\$ -	\$ -	\$ -
161	Subtotal Loss/Gain of Asset Disposal		\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Merchant Fees - 54917</u>						
162	Credit Card Processing Vendor (Elevon)	Inflation	\$ 120,000	\$ 122,640	\$ 125,215	\$ 127,845	\$ 130,402
163	Subtotal Merchant Fees		\$ 120,000	\$ 122,640	\$ 125,215	\$ 127,845	\$ 130,402
	<u>Office Supplies - 55100</u>						
164	Utility Office Supplies	Inflation	\$ 1,750	\$ 1,789	\$ 1,826	\$ 1,864	\$ 1,902
165	Subtotal Office Supplies		\$ 1,750	\$ 1,789	\$ 1,826	\$ 1,864	\$ 1,902
	<u>Operating Supplies - 55200</u>						
166	Testing Supplies (Lab Supplies & Environmental Reagents)	Inflation	\$ 25,000	\$ 25,550	\$ 26,087	\$ 26,634	\$ 27,167
167	Janitorial	Contractual	2,000	2,060	2,122	2,185	2,251
168	Automotive Supplies	V-Repair	10,000	10,260	10,527	10,800	11,081
169	Electrical Supplies	Inflation	2,000	2,044	2,087	2,131	2,173
170	Safety Supplies	Inflation	5,000	5,110	5,217	5,327	5,433
170	Misc Operating Supplies	Inflation	36,000	36,792	37,565	38,353	39,121
171	Office Furniture (2019 Item)	Inflation	0	0	0	0	0
172	Subtotal Operating Supplies		\$ 80,000	\$ 81,816	\$ 83,604	\$ 85,431	\$ 87,227

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Projection of System Direct and Indirect Operating Expenses

No	Description	Factor Escalation	Fiscal Year Ending September 30th.				
			2020	2021	2022	2023	2024
<u>Gas & Oil - 55201</u>							
173	Gas & Oil for Utility Vehicles	Gas	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182
174	Subtotal Gas & Oil		\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182
<u>Uniforms - 55202</u>							
175	Employee Uniforms	Labor-2	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
176	Subtotal Uniforms		\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
<u>Chemicals - 55205</u>							
177	Sodium Hypochlorite (Allied Universal)	Chemical	\$ 100,000	\$ 103,800	\$ 107,744	\$ 111,839	\$ 116,089
178	MIEX Resin (20 totes @ \$15k/tote)	Chemical	270,000	280,260	290,910	301,964	313,439
179	Quicklime (Lhoist)	Chemical	235,000	243,930	253,199	262,821	272,808
180	Salt for MIEX Regeneration (Morton Salt)	Chemical	125,000	129,750	134,681	139,798	145,111
181	Phosphate for Corrosion Control (Carus)	Chemical	10,000	10,380	10,774	11,184	11,609
182	Ammonia (Tanner Industries)	Chemical	20,000	20,760	21,549	22,368	23,218
183	Sand for Lime Softening (Standard Sand)	Chemical	15,000	15,570	16,162	16,776	17,413
184	Misc Lab Supplies	Chemical	5,000	5,190	5,387	5,592	5,804
185	Subtotal Chemicals		\$ 780,000	\$ 809,640	\$ 840,406	\$ 872,342	\$ 905,491
<u>Books, Dues, Education - 55400</u>							
186	FWPCOA Membership Dues	Labor-2	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563
187	SEFL Utility Council Dues	Labor-2	450	464	477	492	506
188	AWWA Dues	Labor-2	750	773	796	820	844
189	Florida Engineering Society Dues	Labor-2	300	309	318	328	338
190	Continuing Education Courses - CEU's	Labor-2	2,000	2,060	2,122	2,185	2,251
191	AWWA Reference Publications	Labor-2	500	515	530	546	563
192	Notary Renewal	Labor-2	500	515	530	546	563
193	Safety Council	Labor-2	300	309	318	328	338
194	Seminars & Training - Customer Service Staff	Labor-2	2,000	2,060	2,122	2,185	2,251
195	Seminars & Training - Field Staff	Labor-2	2,000	2,060	2,122	2,185	2,251
196	PE License Renewal	Labor-2	0	0	0	0	0
197	FL Association of Code Enforcement Officers	Labor-2	100	103	106	109	113
198	Operator License Renewal	Labor-2	2,000	2,060	2,122	2,185	2,251
199	Water Distribution License Renewal	Labor-2	1,500	1,545	1,591	1,639	1,688
200	College Tuition Reimbursement - Director	Labor-2	2,000	2,060	2,122	2,185	2,251
201	College Tuition Reimbursement - Billing Technician	Labor-2	2,000	2,060	2,122	2,185	2,251
202	College Tuition Reimbursement - (2020 Item)	Labor-2	2,000	2,060	2,122	2,185	2,251
203	Coursework Towards Electrician Certification	Labor-2	0	0	0	0	0
204	NASSCO Gravity Sewer Inspection Training (2 @ \$800/each)	Labor-2	1,600	1,648	1,697	1,748	1,801
205	Florida Water Resource Conference Registration	Labor-2	1,200	1,236	1,273	1,311	1,351
206	Florida Section AWWA Conference Registration	Labor-2	900	927	955	983	1,013
207	Florida APWA Public Works Expo Registration	Labor-2	500	515	530	546	563
208	Implementation & Training of Timesheet Entry System	Labor-2	0	0	0	0	0
209	Registration for MUNIS User's Conference (Dallas, TX)	Labor-2	1,980	2,039	2,101	2,164	2,229
210	VTScada Training	Labor-2	1,000	1,030	1,061	1,093	1,126
211	Subtotal Books, Dues, Education		\$ 26,080	\$ 26,862	\$ 27,668	\$ 28,498	\$ 29,353
212	Total Operating Expense (Non-Labor)		\$ 6,670,624	\$ 6,524,974	\$ 6,651,709	\$ 6,857,685	\$ 7,151,268
<u>Capital Outlay</u>							
<u>Buildings - 56200</u>							
213	Utility Customer Service Office and Drive-Thru Upgrades	Eliminate	\$ -	\$ -	\$ -	\$ -	\$ -
214	Vacuum Station No.1 Building Safety Improvements	Eliminate	0	0	0	0	0
215	Replace Roof at the Chemical Bldg & Slaker Room at RLP WTP	Eliminate	0	0	0	0	0
216	Replace HVAC System at Vacuum Pump Station #3	Eliminate	0	0	0	0	0
217	Refinish Lab Floor and Lime Slaker Room Floor at Main WTP	Eliminate	0	0	0	0	0
219	Subtotal Buildings Account		\$ -	\$ -	\$ -	\$ -	\$ -
<u>Improvements Other Than Buildings - 56300</u>							
220	Advanced Metering Infrastructure (AMI) base station and antennas to read meters	Eliminate	\$ -	\$ -	\$ -	\$ -	\$ -
221	Water Meter Replacement Program (AMI Compatible)	Eliminate	0	0	0	0	0
222	Annual Infiltration/Inflow Program	Eliminate	0	0	0	0	0
223	Annual Lift Station Rehab Program TO# 233	Eliminate	0	0	0	0	0
224	Annual Lift Station Rehabilitation (Carryover) TO# 218	Eliminate	0	0	0	0	0
225	Disc Flow MIEX Recycle Pumps	Eliminate	0	0	0	0	0
226	FDOT/PBC Water Main Relocations	Eliminate	0	0	0	0	0
227	Kent Road Gravity Sewer Improvements (Carryover) TO# 235 & 236	Eliminate	0	0	0	0	0
228	Lift Station Safety Grates	Eliminate	0	0	0	0	0
229	Material Storage Bays	Eliminate	0	0	0	0	0
230	Potable Water Main Replacements	Eliminate	0	0	0	0	0
231	Replace Gate Operator at Main WTP	Eliminate	0	0	0	0	0
232	Replace Well No. 11	Eliminate	0	0	0	0	0
233	Replacement Lift Station Pumps	Eliminate	0	0	0	0	0
234	SCADA System Improvements Main WTP TO# 226	Eliminate	0	0	0	0	0
235	SCADA System Improvements RLP WTP TO# 227	Eliminate	0	0	0	0	0
236	Spiractor Replacement at RLP WTP (Carryover) TO#216	Eliminate	0	0	0	0	0
237	Upgrade MIEX Regeneration System RLP WTP	Eliminate	0	0	0	0	0
238	Wastewater Force Main Replacements	Eliminate	0	0	0	0	0
239	Well Rehabilitation	Eliminate	0	0	0	0	0
240	Subtotal Improvements Other Than Buildings		\$ -	\$ -	\$ -	\$ -	\$ -
<u>Machinery and Equipment Account -56400</u>							
241	Vacuum Sewer Pit Controller Upgrades	Eliminate	\$ -	\$ -	\$ -	\$ -	\$ -

Village of Palm Springs, Florida
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Projection of System Direct and Indirect Operating Expenses

Line No	Description	Factor Escalation	Fiscal Year Ending September 30th.				
			2020	2021	2022	2023	2024
242	Vacuum Pump Replacement	Eliminate	0	0	0	0	0
243	Raw Water Supply Meter Replacements	Eliminate	0	0	0	0	0
244	Replacement F-250 Truck with Utility Body - Qty - 2	Eliminate	0	0	0	0	0
245	Replace 12-Yard Dump Truck	Eliminate	0	0	0	0	0
246	Portable Self-Priming Non-Clog Pump	Eliminate	0	0	0	0	0
247	Trailer Mounted Portable Generator	Eliminate	0	0	0	0	0
248	Rehab Large Vac-Con	Eliminate	0	0	0	0	0
249	Computer Workstation Replacements - QTY5 at \$1650/ea with dual monitor	Eliminate	0	0	0	0	0
250	Replace Transfer Pumps at each WTP	Eliminate	0	0	0	0	0
251	Recondition/Replace High Service Pumps Program	Eliminate	0	0	0	0	0
252	Biometric Readers (Executime) 1 for each WTP	Eliminate	0	0	0	0	0
253	Asphalt Roller	Eliminate	0	0	0	0	0
254	Replacement Ford Explorer	Eliminate	0	0	0	0	0
255	Subtotal Machinery and Equipment		\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Software - 56601</u>						
256	Computerized Maintenance Management System Software	Inflation	\$ 80,000	\$ 81,760	\$ 83,477	\$ 85,230	\$ 86,935
257	Customer Queing Software System	Inflation	10,000	10,220	10,435	10,654	10,867
258	Customer Engagement Portal	Inflation	35,000	35,770	36,521	37,288	38,034
259	ArcGIS Online Licenses (15 @ \$500)	ENR	7,500	7,723	7,952	8,188	8,431
261	Subtotal Software		\$ 132,500	\$ 135,473	\$ 138,385	\$ 141,360	\$ 144,267
262	Total Capital Outlay Expense		\$ 132,500	\$ 135,473	\$ 138,385	\$ 141,360	\$ 144,267
	<u>Contingency - 59900</u>						
263	Contingency (0.5% of Operating Budget)	Calculate	\$ 60,670	\$ 61,827	\$ 63,527	\$ 65,664	\$ 68,280
264	Total Contingency Expense		\$ 60,670	\$ 61,827	\$ 63,527	\$ 65,664	\$ 68,280
265	TOTAL WATER & WASTEWATER O&M EXPENSE		\$12,194,595	\$12,427,183	\$12,768,948	\$13,198,422	\$13,724,190

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Summary of Expense Escalation Factors

Line No	Description	Reference	Fiscal Year Ending September 30th,				
			2020	2021	2022	2023	2024
Index Escalation Factors							
1	Constant	Constant	1.000	1.000	1.000	1.000	1.000
2	Inflation (CPI) [1]	Inflation	1.022	1.022	1.021	1.021	1.020
3	Cost of Living Adjustment - Estimates Under the 2019 SSA Trustees Report	COLA	1.026	1.026	1.026	1.026	1.026
4	Labor-1 Higher Assumption	Labor-1	1.041	1.041	1.041	1.041	1.041
5	Labor-2 Lower Assumption	Labor-2	1.030	1.030	1.030	1.030	1.030
6	Medical Care – South Urban - 5 Year Change - (BLS)	Health-Ins	1.025	1.025	1.025	1.025	1.025
7	Premiums for Property and Casualty Insurance - 5 Year Change (BLS)	Prop-Ins	1.0448	1.0448	1.0448	1.0448	1.0448
8	Contractual	Contractual	1.030	1.030	1.030	1.030	1.030
9	Repair and Maintenance in Florida - 5 Year Change - (BLS)	Repair	1.0375	1.0375	1.0375	1.0375	1.0375
10	Repair Vehicle	V-Repair	1.026	1.026	1.026	1.026	1.026
11	Industrial Chemicals – U.S. City Average - WPU061 - (BLS)	Chemical	1.038	1.038	1.038	1.038	1.038
12	All Urban Consumers: Energy -CPI - 10 Year Change - (BLS)	Electricity	1.011	1.0119	1.0119	1.0119	1.0119
13	Fuel & Oil	Gas	1.020	1.020	1.020	1.020	1.020
14	Engineering News Record (ENR)	ENR	1.0297	1.0297	1.0297	1.0297	1.0297
15	Marginal	Marginal	1.010	1.010	1.010	1.010	1.010
16	Eliminate	Eliminate	0.000	0.000	0.000	0.000	0.000
System Based Escalation Factors							
17	Change in Water Customers	W-Growth	1.003	1.003	1.002	1.001	1.001
18	Change in Wastewater Customers	WW-Growth	1.004	1.003	1.002	1.001	1.001
19	Billed Water Flows	W-Flows	1.003	1.003	1.002	1.001	1.001
20	Billed Wastewater Flows	WW-Flows	1.004	1.004	1.002	1.001	1.001
21	Water Rate Revenues	W-Rev	0.996	1.006	1.037	1.037	1.038
22	Wastewater Rate Revenues	WW-Rev	1.000	1.007	1.038	1.038	1.039
23	Water Operational Expenses	W-OpEx	1.008	1.027	1.030	1.034	1.039
24	Wastewater Operational Expenses	WW-OpEx	1.022	1.002	1.022	1.034	1.041
Calculation Escalation Factors							
25	Administrative Charge Calculation Water	AdminChargeW	1.047	0.996	1.006	1.037	1.037
25	Administrative Charge Calculation Wastewater	AdminChargeWW	1.016	1.000	1.007	1.038	1.038
26	Rate Study - Five (5) Year Frequency	Rate-Study	0.000	0.000	0.000	0.000	1.050
27	Electric Water Flow	W-Elec	1.015	1.015	1.014	1.013	1.013
28	Electric Wastewater Flow	WW-Elec	1.015	1.016	1.014	1.013	1.013
29	Declining 36130 Other Revenues Code - Capital Contribution Financing	Rev-36130	0.000	0.000	0.000	0.000	0.000
30	Master Plan	Master-Plan	1.020	1.020	1.020	1.020	1.020
Capital Escalation Factors							
31	Constant Capital Factor	Const-Cap	1.000	1.000	1.000	1.000	1.000
32	Inflation Compounded	Inf-Cap	1.000	1.122	1.043	1.064	1.084
33	Master Plan Identified Inflation	Mast-Cap	1.020	1.040	1.060	1.080	1.100
33	ENR Capital Factor	ENR-Cap	1.020	1.040	1.060	1.080	1.100
34	Labor Capital Factor	Labor-Cap	1.041	1.081	1.122	1.162	1.203
35	Hybrid Capital Factor	Hybrid-Cap	1.016	1.057	1.057	1.077	1.097
Interlocal Escalation Factors							
36	Eliminate Interlocal Factor	Elim-Int	0.000	0.000	0.000	0.000	0.000
36	Constant Interlocal Factor	Const-Int	1.000	1.000	1.000	1.000	1.000
37	Inflation Interlocal	Inf-Int	1.022	1.022	1.021	1.021	1.020
38	Labor Interlocal Factor	Labor-2-Int	1.030	1.030	1.030	1.030	1.030
39	Contractual Interlocal Factor	Contract-Int	1.030	1.030	1.030	1.030	1.030
40	Electricity Interlocal Factor	Electricity-Int	1.0114	1.0119	1.0119	1.0119	1.0119
41	Utilities Water Sewer Interlocal Factor	UtWtr-Int	1.040	1.040	1.040	1.040	1.040
42	Repairs and Maintenance Interlocal Factor	Repair-Int	1.030	1.030	1.030	1.030	1.030
43	Property Insurance Interlocal Factor	Prop-Ins-Int	1.045	1.045	1.045	1.045	1.045
44	ECR Flow Growth Inflation	ECR-Int	0.965	1.019	1.019	1.002	0.939
45	Hybrid Interlocal Factor	Hybrid-Int	1.030	1.030	1.030	1.030	1.030
46	Lake Worth Interlocal Factor	LW-Int	0.976	1.019	1.019	1.006	0.956

Footnotes:

[1] Inflation figures obtained from the "The Budget and Economic Outlook: An Update" published by the Congressional Budget Office in January 2019.

Village of Palm Springs, Florida
Water and Wastewater System Rate Study

Calculation of Projected Wholesale Wastewater Purchases

Line No	Description	2020	Factor Escalation	Fiscal Year Ending September 30th,			
				2021	2022	2023	2024
	WASTEWATER PURCHASES						
1	Projected Wastewater Sales (000's)	1,139,639		1,143,713	1,146,401	1,147,437	1,148,474
2	Inflows and Infiltrations - Percent	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
3	Inflows and Infiltrations - Amount	34,189		34,311	34,392	34,423	34,454
4	Total Wastewater To Be Treated	1,173,828		1,178,024	1,180,793	1,181,861	1,182,928
	Wastewater Treated By						
5	City of Lake Worth	900,078	77%	904,274	907,043	908,111	909,178
6	Palm Beach County (0.75 MGD Annually)	273,750	23%	273,750	273,750	273,750	273,750
	<u>Lake Worth Utility Sewer Charges</u>						
7	Treatment Rate Per 1,000 Gallons	\$ 2.2628	Inflation	\$ 2.1114 -6.69%	\$ 2.156 2.10%	\$ 2.201 2.10%	\$ 2.245 2.00%
	<u>2020 Budget Item Names</u>						
8	Sewage Charge	\$ 2,036,698		\$ 1,909,285	\$ 1,955,348	\$ 1,998,760	\$ 2,041,133
9	ECR Renewal & Replacement Contribution (28.2% of \$1,303,156)	367,490	Calculated	378,515	389,870	401,566	413,613
10	LW Subregional Renewal & Replacement Contribution (28.2% of \$298,526)	84,184	Calculated	86,036	87,843	89,688	91,482
11	PBC Renewal & Replacement (28.2% of \$1,600,000)	451,200	Calculated	0	0	0	0
12	Subtotal LW Utility Sewer Charges	\$ 2,939,572		\$ 2,373,836	\$ 2,433,061	\$ 2,490,014	\$ 2,546,227
	<u>PBC Utility Sewer Charges</u>						
13	Treatment Rate Per 1,000 Gallons	\$ 3.10	Inflation	\$ 3.17	\$ 3.23	\$ 3.30	\$ 3.37
14	Annual Treatment Charge	\$ 848,625		\$ 867,295	\$ 885,508	\$ 904,104	\$ 922,186
15	Total Wastewater Treatment Purchased	<u>\$ 3,788,197</u>		<u>\$ 3,241,131</u>	<u>\$ 3,318,569</u>	<u>\$ 3,394,118</u>	<u>\$ 3,468,413</u>

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Capital Improvement Program

Line No	Description	Funding Source	Fiscal Year Ending September 30th,				
			2020	2021	2022	2023	2024
<u>Water</u>							
<u>Water Treatment - Main WTP</u>							
1	Incubator for lab	Capfund	\$ -	\$ -	\$ 5,000	\$ -	\$ -
2	Refinish Lime Slaker Room Floor at Main WTP	Capfund	0	30,000	0	0	0
3	SCADA System Improvements Main WTP	Capfund	350,000	0	0	0	0
4	Main WTP Lime/Sand Piping Replacements	Capfund	26,000	0	0	0	0
5	Replacement of Sand Loader at Main WTP	Capfund	184,000	0	0	0	0
6	Lime Slurry Pump Replacement	Capfund	0	0	0	40,000	0
7	Lime Slurry Mixers	Capfund	0	0	8,000	8,000	0
8	Upgrade MIEX Regeneration System Main WTP	Capfund	1,020,000	1,000,000	0	0	0
9	Brine Pump for MIEX System	Capfund	0	0	25,000	0	0
10	Disc Flow MIEX Recycle Pumps	Capfund	51,000	50,000	0	0	0
11	Salt Pump Replacement	Capfund	0	0	12,000	12,000	0
12	Pump No. 1	Capfund	0	0	50,000	0	0
13	Pump No. 2	Capfund	0	0	0	50,000	0
14	Pump No. 3	Capfund	0	0	0	0	50,000
15	Transfer Pump No. 1	Capfund	46,000	0	0	0	0
16	Transfer Pump No. 2	Capfund	0	45,000	0	0	0
17	Transfer Pump No. 3	Capfund	0	0	45,000	0	0
18	Wash Water Transfer Pumps (qty 2)	Capfund	0	0	25,000	0	0
19	Valve Motor Actuator Replacement	Capfund	0	0	25,000	0	0
20	Chlorine Feed Improvements - Piping, Instrumentation, Pumps	Capfund	77,000	0	0	0	0
21	Chlorine Contract Chambers Covers	Capfund	0	50,000	0	0	0
22	Area Lighting Improvements (LED)	Capfund	0	100,000	0	0	0
23	Generator and Fuel Tank	Capfund	0	0	950,000	0	0
24	Subtotal Water Treatment - Main WTP		\$ 1,754,000	\$ 1,275,000	\$ 1,145,000	\$ 110,000	\$ 50,000
<u>Water Treatment - RLP WTP</u>							
	Incubator for lab	Capfund	\$ -	\$ -	\$ -	\$ -	\$ -
25	Refinish Lime Slaker Room Floor at Pratt WTP	Capfund	0	30,000	0	0	0
26	SCADA System Improvements RLP WTP	Capfund	350,000	0	0	0	0
27	Spiractor Replacement at RLP WTP (Carryover)	Capfund	200,000	0	0	0	0
28	WTP Lime/Sand Piping Replacements	Capfund	26,000	0	0	0	0
29	Lime System Upgrades/Improvements	Capfund	0	0	400,000	0	0
30	Lime Sludge Handling Pit and Washwater Recovery Basin Handling	Capfund	0	0	0	0	625,000
31	Lime Slurry Pump Replacement	Capfund	0	0	0	40,000	0
32	Lime Slurry Mixers	Capfund	0	0	8,000	8,000	0
33	Upgrade MIEX Regeneration System RLP WTP	Capfund	0	1,000,000	1,000,000	0	0
34	Brine Pump for MIEX System	Capfund	0	0	25,000	0	0
35	Disc Flow MIEX Recycle Pumps	Capfund	51,000	50,000	0	0	0
36	Salt Pump Replacement - RLP Plant	Capfund	0	0	12,000	12,000	0
37	Wash Water Transfer Pumps (qty 2)	Capfund	0	0	25,000	0	0
38	Valve Motor Actuator Replacement	Capfund	0	0	25,000	0	0
39	Pump No. 1	Capfund	0	50,000	0	0	0
40	Pump No. 2	Capfund	0	0	50,000	0	0
41	Pump No. 3	Capfund	0	0	0	50,000	0
42	Pump No. 4	Capfund	0	0	0	0	50,000
43	Transfer Pump No. 1	Capfund	0	45,000	0	0	0
44	Transfer Pump No. 2	Capfund	0	45,000	0	0	0
45	Transfer Pump No. 3	Capfund	0	0	45,000	0	0

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Capital Improvement Program

Line No	Description	Funding Source	Fiscal Year Ending September 30th,				
			2020	2021	2022	2023	2024
46	Chlorine Feed Improvements - Piping, Instrumentation, Pump	Capfund	77,000	0	0	0	0
47	Chlorine Contract Chambers Covers	Capfund	0	50,000	0	0	0
48	Site Civil - Paving Improvments	Capfund	0	0	0	0	100,000
49	Area Lighting Improvements (LED)	Capfund	0	100,000	0	0	0
50	Replace Generator at RLP Plant	Capfund	0	800,000	0	0	0
51	Subtotal Water Treatment - RLP WTP		\$ 704,000	\$ 2,170,000	\$ 1,590,000	\$ 110,000	\$ 775,000
<u>Water Supply</u>							
Well Rehabilitation							
52	Well No. 15 - capacity, SDI, age - (Eastern/Main Wellfield)	Capfund	\$ 66,000	\$ -	\$ -	\$ -	\$ -
53	Well No. 17 - sand content, SDI, age - (Eastern/Main Wellfield)	Capfund	0	65,000	0	0	0
54	Well No. 13 - sand content, SDI, age - (Eastern/Main Wellfield)	Capfund	0	0	65,000	0	0
55	Well No. 12 - SDI, age - (Eastern/Main Wellfield)	Capfund	0	0	0	65,000	0
56	Well No. 18 - Bac issues, turbidity, capacity - (Eastern/Main Wellfield)	Capfund	0	0	0	0	65,000
57	Replace Well No. 9 - (Eastern/Main Wellfield)	Capfund	260,000	250,000	0	0	0
Well Replacement							
58	Well No. 2 - sand content, SDI, and age - (Western/RLP Wellfield)	Capfund	0	0	0	500,000	0
59	Well No. 3 - sand content, age - (Western/RLP Wellfield)	Capfund	0	0	0	0	500,000
60	Well No. 10 - age - (Eastern/Main Wellfield)	Capfund	500,000	0	0	0	0
61	Well No. 14 - age - (Eastern/Main Wellfield)	Capfund	0	250,000	250,000	0	0
62	Well No. 1 - (Western/RLP Wellfield)	Capfund	0	0	0	0	125,000
63	Well No. 4 - (Eastern/Main Wellfield)	Capfund	0	125,000	0	0	0
64	Well No. 8 - (Eastern/Main Wellfield)	Capfund	0	0	125,000	0	0
65	Well No. 11 - (Eastern/Main Wellfield)	Capfund	128,000	0	0	0	0
66	Well No. 12 - (Eastern/Main Wellfield)	Capfund	0	0	0	0	125,000
67	Well No. 13 - (Eastern/Main Wellfield)	Capfund	0	0	0	125,000	0
68	Well No. 15 - (Eastern/Main Wellfield)	Capfund	128,000	0	0	0	0
69	Add Wells 6 & 7 to RLP WTP Power Distribution	Capfund	0	0	500,000	0	0
70	Subtotal Water Supply		\$ 1,082,000	\$ 690,000	\$ 940,000	\$ 690,000	\$ 815,000
<u>Water Distribution</u>							
71	Potable Water Main Capacity Improvement (WM1-3)	Capfund	\$ 345,000	\$ -	\$ -	\$ -	\$ -
72	Potable Water Main Capacity Improvement (WM1-2)	Capfund	281,000	810,000	0	0	0
73	Potable Water Main Capacity Improvement (WM1-1)	Capfund	0	594,000	1,747,000	0	0
74	Potable Water Main Replacement Project (WM2-NW-3)	Capfund	0	0	762,000	2,241,000	0
75	Potable Water Main Replacement Project (WM2-NW-8)	Capfund	0	0	521,000	1,533,000	0
76	Potable Water Main Replacement Project (WM2-C-9)	Capfund	0	0	0	513,000	1,507,000
77	Potable Water Main Replacement Project (WM2-C-3)	Capfund	0	0	0	418,000	1,229,000
78	Potable Water Main Replacement Project (WM2-NE-1)	Capfund	0	0	0	0	590,000
79	Potable Water Main Replacement Project (WM2-N-3)	Capfund	0	0	0	0	376,000
80	Possible PBC Interconnect	Capfund	104,000	100,000	100,000	100,000	100,000
81	FDOT/PBC Water Main Relocations	Capfund	102,000	100,000	100,000	100,000	100,000
82	Subtotal Water Distribution		\$ 832,000	\$ 1,604,000	\$ 3,230,000	\$ 4,905,000	\$ 3,902,000
<u>Utility - Misc</u>							
83	Utility Customer Service Office and Drive-Thru Upgrades	Capfund	\$ -	\$ 51,000	\$ -	\$ -	\$ -
84	Material Storage Covering (2400 Building)	Capfund	0	71,500	0	0	0
85	Computer Workstation Replacements (5/Year)	Capfund	4,750	5,000	5,000	5,000	5,000
86	Field Laptop Replacements	Capfund	0	0	2,500	2,500	2,500
87	Replace Compact Pickup Truck	Capfund	14,500	0	0	0	0

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Capital Improvement Program

Line No	Description	Funding Source	Fiscal Year Ending September 30th,				
			2020	2021	2022	2023	2024
88	Replacements F-250 trucks with utility bodies	Capfund	35,000	17,500	17,500	17,500	17,500
89	Tablet for Code Enforcement & PM	Capfund	0	2,500	0	0	0
90	Work Van for Electrical Maintenance	Capfund	18,500	0	0	0	0
91	Replace Front-End Loader	Capfund	78,000	0	0	0	0
92	Ground Penetrating Radar	Capfund	10,000	0	0	0	0
93	Subtotal Utility - Misc		\$ 160,750	\$ 147,500	\$ 25,000	\$ 25,000	\$ 25,000
	<u>2019 and 2020 Budget CIP Items (Carryovers and Other)</u>						
94	Material Storage bays - 3 at MWTP TO# 258 (Carryover)	Capfund	25,000	0	0	0	0
95	Plate Compactor	Capfund	6,000	0	0	0	0
96	Timekeeping Devices 1 for each WTP	Capfund	7,000	0	0	0	0
97	Tablet for Code Enforcement, Crew Leaders & Project Mgr. (Qty 5)	Capfund	5,500	0	0	0	0
	C.W.I.P. and Carryover Adjustment	Capfund	0	0	0	0	0
98	Subtotal 2019 and 2020 Budget CIP Items (Carryovers and Other)		\$ 43,500	\$ -	\$ -	\$ -	\$ -
99	Total Capital Program Water		\$ 4,576,250	\$ 5,886,500	\$ 6,930,000	\$ 5,840,000	\$ 5,567,000
	<u>Wastewater</u>						
	<u>Wastewater Collection</u>						
100	Vacuum Station No.1 Building Safety Improvements	Capfund	\$ -	\$ 40,000	\$ -	\$ -	\$ -
101	Lift Station Safety Grates	Capfund	16,000	0	0	0	0
102	Force Main Transmission System Interconnect (WW-3)	Capfund	0	960,000	2,823,000	0	0
103	Force Main Capacity Improvement (WW-1) (8" CAP along L-9 Canal)	Capfund	582,000	1,679,000	0	0	0
104	Annual Infiltration/Inflow Program	Capfund	255,000	250,000	250,000	250,000	250,000
105	Kent Road Gravity Sewer Improvements (Carryover)	Capfund	50,000	0	0	0	0
106	Annual Lift Station Rehab Program	Capfund	510,000	500,000	500,000	500,000	500,000
107	Fixed Generators at Liftstations (Possible LMS)	Capfund	153,000	150,000	150,000	0	0
108	SCADA System for Sewer Lift Stations Program (TO #134)	Capfund	153,000	150,000	150,000	150,000	0
109	Vacuum Sewer Pit Controller Upgrades	Capfund	36,000	35,000	35,000	0	0
110	Vacuum Station No. 1 Vacuum Pump Replacement	Capfund	104,000	0	0	0	0
111	Vacuum Station No. 2 Vacuum Pump Replacement	Capfund	0	100,000	0	0	0
112	Vacuum Station No. 3 Vacuum Pump Replacement	Capfund	0	0	100,000	0	0
113	Portable Self-Priming Non-Clog Pump	Capfund	0	0	60,000	0	0
114	Portable Generator Replacement	Capfund	0	0	65,000	0	0
115	Replacement Lift Station Pumps	Capfund	122,000	120,000	120,000	120,000	120,000
116	Replace Vacuum Pump Isolation Valves (3)	Capfund	16,000	0	0	0	0
117	Replace Sewage Pumps at Vacuum Station #2	Capfund	52,000	0	0	0	0
118	Vacuum Station No. 1 Emergency Generator	Capfund	78,000	0	0	0	0
119	Subtotal Wastewater Collection		\$ 2,127,000	\$ 3,984,000	\$ 4,253,000	\$ 1,020,000	\$ 870,000

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Capital Improvement Program

Line No	Description	Funding Source	Fiscal Year Ending September 30th,				
			2020	2021	2022	2023	2024
	<u>Utility - Misc</u>						
120	Utility Customer Service Office and Drive-Thru Upgrades	Capfund	\$ -	\$ 51,000	\$ -	\$ -	\$ -
121	Material Storage Covering (2400 Building)	Capfund	0	71,500	0	0	0
122	Computer Workstation Replacements (5/Year)	Capfund	4,750	5,000	5,000	5,000	5,000
123	Field Laptop Replacements	Capfund	0	0	2,500	2,500	2,500
124	Replace Compact Pickup Truck	Capfund	14,500	0	0	0	0
125	Replacements F-250 trucks with utility bodies	Capfund	35,000	17,500	17,500	17,500	17,500
126	Tablet for Code Enforcement & PM	Capfund	0	2,500	0	0	0
127	Work Van for Electrical Maintenance	Capfund	18,500	0	0	0	0
128	Replace Front-End Loader	Capfund	78,000	0	0	0	0
129	Ground Penetrating Radar	Capfund	10,000	0	0	0	0
130	Subtotal Utility - Misc		\$ 160,750	\$ 147,500	\$ 25,000	\$ 25,000	\$ 25,000
	<u>2019 and 2020 Budget CIP Items (Carryovers and Other)</u>						
131	Annual Lift Station Rehabilitation (Carryover) TO# 218	Capfund	300,000	0	0	0	0
132	Plate Compactor	Capfund	6,000	0	0	0	0
133	Subtotal 2019 and 2020 Budget CIP Items (Carryovers and Other)		\$ 306,000	\$ -	\$ -	\$ -	\$ -
134	Total Capital Program Wastewater		\$ 2,593,750	\$ 4,131,500	\$ 4,278,000	\$ 1,045,000	\$ 895,000
135	Grand Total Capital Improvement Program		\$ 7,170,000	\$ 10,018,000	\$ 11,208,000	\$ 6,885,000	\$ 6,462,000
	Capital Improvement Program Funding Sources						
136	Rate Reveues	Rate-Rev	\$ -	\$ -	\$ -	\$ -	\$ -
137	Capital Funds	CapFund	7,170,000	10,018,000	11,208,000	6,885,000	6,462,000
138	Loan Proceeds	2013Loan	0	0	0	0	0
139	System Reserves	Reserves	0	0	0	0	0
140	Impact Fees - Water (Capital Contribution Fee)	W-Impact	0	0	0	0	0
141	Impact Fees - Wastewater (Capital Contribution Fee)	WW-Impact	0	0	0	0	0
142	Unfunded Projects	Unfund	0	0	0	0	0
143	Total Improvement Program Funding Sources		\$ 7,170,000	\$ 10,018,000	\$ 11,208,000	\$ 6,885,000	\$ 6,462,000

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Calculation of System Revenue Requirements and Revenue Sufficiency

Line No	Description	Fiscal Year Ending September 30,				
		2020	2021	2022	2023	2024
WATER & WASTEWATER REVENUE REQUIERMENTS						
<u>Operating Expenses</u>						
1	Direct Operating Costs Less Water and Wastewater Purchases	\$ 9,119,496	\$ 9,333,901	\$ 9,636,371	\$ 9,948,652	\$ 10,353,076
2	Indirect Operating Costs	3,075,099	3,093,282	3,132,578	3,249,770	3,371,114
3	Water and Wastewater Purchases	3,788,197	3,241,131	3,318,569	3,394,118	3,468,413
4	Reduced OpEx From Closing Pratt (Per. Only)	0	0	0	0	0
5	<u>Total Operating Expenses</u>	\$ 15,982,792	\$ 15,668,313	\$ 16,087,518	\$ 16,592,540	\$ 17,192,603
<u>Annual Debt Service Requirements</u>						
6	Series 2013 Note	\$ 942,235	\$ 942,235	\$ 942,235	\$ 942,235	\$ 942,235
<u>Other Requirements</u>						
7	Transfers to Capital Fund	\$ 3,999,584	\$ 4,026,069	\$ 4,176,097	\$ 4,331,694	\$ 4,498,988
8	Transfers to Operating Funds	0	0	0	0	0
9	Capital Funded From Rates	0	0	0	0	0
10	Total Gross Revenue Requirements	\$ 20,924,610	\$ 20,636,617	\$ 21,205,850	\$ 21,866,470	\$ 22,633,827
11	<u>Less: Other Revenues</u>	\$ 734,705	\$ 592,371	\$ 593,753	\$ 595,164	\$ 596,536
12	<u>Less: Investment Income</u>	264,087	266,106	205,766	163,803	147,989
13	Net Revenue Requirements	\$ 19,925,818	\$ 19,778,141	\$ 20,406,331	\$ 21,107,503	\$ 21,889,302
14	Existing Water and Wastewater System Rate Revenues	\$ 19,695,774	\$ 19,779,804	\$ 19,820,229	\$ 19,837,252	\$ 19,854,275
15	Additional Revenues from Prior Period Rate Adjustments	0	0	198,202	999,797	1,834,853
16	Current Period Rate Revenues	\$ 19,695,774	\$ 19,779,804	\$ 20,018,431	\$ 20,837,049	\$ 21,689,127
17	Cumulative Rate Adjustment	0.00%	1.00%	4.00%	4.00%	4.00%
18	Additional Revenue from Current Period Adjustment	\$ -	\$ 197,798	\$ 800,737	\$ 833,482	\$ 867,565
19	Total Rate Revenues	\$ 19,695,774	\$ 19,977,602	\$ 20,819,168	\$ 21,670,531	\$ 22,556,692
20	<u>Surplus / (Deficiency)</u>	\$ (230,045)	\$ 199,462	\$ 412,837	\$ 563,029	\$ 667,391

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Calculation of Fund (Cash) Balances and Investment Income

Line No	Description	Fiscal Year Ending September 30,				
		2020	2021	2022	2023	2024
	Account Balances - Fiscal Year End					
1	Operating Cash	\$ 9,330,945	\$ 9,530,407	\$ 9,943,244	\$ 10,506,273	\$ 11,173,663
2	Capital Fund	20,153,457	14,333,100	7,409,369	4,917,390	2,993,738
3	Loan Proceeds - Series 2013	22,414	22,638	22,864	23,093	23,324
7	Total Account Balances	\$ 29,506,816	\$ 23,886,145	\$ 17,375,477	\$ 15,446,756	\$ 14,190,725
8	Days of Cash on Hand - All Funds	674	556	394	340	301
	Operating Cash					
9	Beginning Year Balance	\$ 15,758,952	\$ 9,330,945	\$ 9,530,407	\$ 9,943,244	\$ 10,506,273
	Transfers In:					
10	From Operations	\$ -	\$ 199,462	\$ 412,837	\$ 563,029	\$ 667,391
11	From Reserves	9,319,329	-	-	-	-
12	From Loan Proceeds	4,482,708	-	-	-	-
13	From Planned Annual Deposits	-	-	-	-	-
	Transfers Out:					
14	To Operations	\$ 230,045	\$ -	\$ -	\$ -	\$ -
15	To Reserves	-	-	-	-	-
16	To Capital Fund	20,000,000	-	-	-	-
17	To Water Connection Fees	-	-	-	-	-
18	To Wastewater Connection Fees	-	-	-	-	-
19	Additional	-	-	-	-	-
20	Investment Income - Rate	1.00%	1.00%	1.00%	1.00%	1.00%
21	Unrestricted Investment Income - Amount	\$ 125,449	\$ 94,307	\$ 97,368	\$ 102,248	\$ 108,400
22	End of Year Balance	\$ 9,330,945	\$ 9,530,407	\$ 9,943,244	\$ 10,506,273	\$ 11,173,663
23	Operating Reserve Target = 120 Days of OpEx	\$ 5,254,616	\$ 5,151,226	\$ 5,289,047	\$ 5,455,082	\$ 5,652,363
24	Amount Available Above Reserve Target	\$ 4,076,329	\$ 4,379,181	\$ 4,654,197	\$ 5,051,191	\$ 5,521,301
	Capital Fund					
25	Beginning Year Balance	\$ 3,207,648	\$ 20,153,457	\$ 14,333,100	\$ 7,409,369	\$ 4,917,390
	Transfers In:					
26	From Annual Operations	\$ 3,999,584	\$ 4,026,069	\$ 4,176,097	\$ 4,331,694	\$ 4,498,988
27	From Operating Cash	20,000,000	-	-	-	-
28	From Loan Proceeds	-	-	-	-	-
29	From System Reserves	-	-	-	-	-
30	Additional	-	-	-	-	-
	Transfers Out:					
31	To Capital Improvement Plan	\$ 7,170,000	\$ 10,018,000	\$ 11,208,000	\$ 6,885,000	\$ 6,462,000
32	To Reserves	-	-	-	-	-
33	To Operating Cash	-	-	-	-	-
34	Additional	-	-	-	-	-
35	Investment Income - Rate	1.00%	1.00%	1.00%	1.00%	1.00%
36	Unrestricted Investment Income - Amount	\$ 116,224	171574.9095	\$ 108,171	\$ 61,327	\$ 39,359
37	End of Year Balance	\$ 20,153,457	\$ 14,333,100	\$ 7,409,369	\$ 4,917,390	\$ 2,993,738
38	Capital Reserve Target = Annual Depreciation	\$ 2,585,843	\$ 2,585,843	\$ 2,585,843	\$ 2,585,843	\$ 2,585,843
39	Amount Available Above Reserve Target	\$ 17,567,614	\$ 11,747,258	\$ 4,823,526	\$ 2,331,548	\$ 407,895

Village of Palm Springs, Florida
Water and Wastewater System Rate Study
Water and Wastewater System

Calculation of Fund (Cash) Balances and Investment Income

Line No	Description	Fiscal Year Ending September 30,				
		2020	2021	2022	2023	2024
	Loan Proceeds - Series 2013					
40	Beginning Year Balance	\$ 4,482,708	\$ 22,414	\$ 22,638	\$ 22,864	\$ 23,093
	Transfers In:					
41	Additional	\$ -	\$ -	\$ -	\$ -	\$ -
	Transfers Out:					
42	To Capital Improvement Plan	\$ -	\$ -	\$ -	\$ -	\$ -
43	To Capital Fund	-	-	-	-	-
44	To Operating Cash	4,482,708	-	-	-	-
45	Additional	-	-	-	-	-
46	Investment Income - Rate	1.00%	1.00%	1.00%	1.00%	1.00%
47	Unrestricted Investment Income - Amount	\$ 22,414	\$ 224	\$ 226	\$ 229	\$ 231
48	End of Year Balance	<u>\$ 22,414</u>	<u>\$ 22,638</u>	<u>\$ 22,864</u>	<u>\$ 23,093</u>	<u>\$ 23,324</u>

Table 9

**City of West Palm Beach, Florida
Water and Wastewater System**

Comparison of Monthly Residential Bill for Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	4,000 Gallons	5,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	Village of Palm Springs								
1	Existing Rates - Fiscal Year 2020	\$12.27	\$18.37	\$24.47	\$27.52	\$38.53	\$46.49	\$66.39	\$86.29
2	Recommended Rates - Fiscal Year 2021	12.39	18.55	24.71	27.79	38.91	46.95	67.05	87.15
	<u>Other Utilities Located in Palm Beach County:</u>								
3	City of Boca Raton [3]	\$14.69	\$16.41	\$18.13	\$18.99	\$21.57	\$23.29	\$30.61	\$40.96
4	City of Boynton Beach	12.90	16.34	19.78	21.51	26.67	31.48	46.93	62.38
5	City of Delray Beach	15.72	15.72	16.97	18.22	21.97	24.47	32.97	42.97
6	City of West Palm Beach [2]	23.08	30.22	37.36	40.93	53.47	62.43	87.21	113.55
7	City of Lake Worth [2]	21.14	27.96	34.78	40.03	55.78	70.00	121.54	183.74
8	Town of Lantana	21.14	23.78	26.42	27.74	33.74	37.74	51.94	66.14
9	Palm Beach County [2]	16.05	19.03	22.01	25.31	35.21	41.81	83.36	124.91
10	Riviera Beach Utility District [2]	18.13	23.35	28.57	31.18	41.89	49.03	72.53	96.03
11	Seacoast Utility Authority	21.75	23.95	26.15	27.25	37.03	45.71	67.41	89.11
12	Village of Tequesta [2]	19.67	25.91	32.15	35.27	44.63	50.87	72.86	99.11
13	Village of Wellington [2]	20.01	24.53	29.05	31.31	40.31	47.05	63.90	86.50
14	Other Utilities Located in Palm Beach County Average	\$18.57	\$22.47	\$26.49	\$28.88	\$37.48	\$43.99	\$66.48	\$91.40
	<u>Other Neighboring Utilities:</u>								
15	Broward County	\$17.13	\$20.37	\$24.90	\$27.81	\$44.36	\$58.00	\$96.39	\$137.64
16	City of Cooper City [2]	12.79	19.13	25.47	28.64	39.65	46.99	70.24	93.49
17	City of Coral Springs	13.95	17.43	20.91	23.60	31.67	39.73	65.91	96.11
18	City of Dania Beach	14.55	22.73	30.91	35.00	54.62	67.70	102.03	142.88
19	Town of Davie	22.23	29.57	36.91	40.58	56.99	67.93	104.43	140.93
20	City of Fort Lauderdale [2]	6.77	11.67	19.53	24.94	41.17	54.71	95.64	141.29
21	City of Hollywood [2]	7.82	14.50	22.06	28.74	48.80	62.16	120.80	187.58
22	Fort Pierce Utilities Authority	14.64	25.89	29.64	33.39	44.64	52.14	75.59	103.69
23	Martin County [2]	17.61	22.13	26.65	28.91	35.69	40.21	56.21	76.66
24	Okeechobee Utility Authority	20.01	28.45	39.01	45.35	64.37	77.05	108.75	140.45
25	City of Port St. Lucie [2]	9.77	18.93	28.09	32.67	50.58	62.52	96.51	133.26
26	St. Lucie County [2]	23.62	31.16	38.70	42.47	62.39	75.67	119.72	171.07
27	City of Sunrise [2]	20.87	29.05	37.23	41.32	53.59	61.77	82.22	102.67
28	City of Tamarac [2]	11.77	15.31	19.44	21.80	31.28	38.40	64.21	95.36
29	Other Neighboring Utilities' Average	\$15.25	\$21.88	\$28.53	\$32.52	\$47.13	\$57.50	\$89.90	\$125.93
30	Other Surveyed Florida Utilities' Average	\$16.71	\$22.14	\$27.63	\$30.92	\$42.88	\$51.55	\$79.60	\$110.74

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2020 and are exclusive of taxes, franchise fees or water restriction surcharges, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Utility is currently involved in a rate study, is planning to conduct a rate study, or is expected to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date.
- [3] City of Boca Raton rates assume two bathrooms for bi-monthly usage of 16,000 gallons or less and 3 bathrooms for bi-monthly usage above 16,000 gallons.

Table 10

**City of West Palm Beach, Florida
Water and Wastewater System**

Comparison of Monthly Residential Bill for Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter						
		0	2,000	4,000	5,000	8,000	10,000	15,000
		Gallons (0.0 CCF)	Gallons (2.7 CCF)	Gallons (5.3 CCF)	Gallons (6.7 CCF)	Gallons (10.7 CCF)	Gallons (13.4 CCF)	Gallons (20.1 CCF)
	Village of Palm Springs							
1	Existing Rates - Fiscal Year 2020	\$11.09	\$25.47	\$39.85	\$47.04	\$68.61	\$68.61	\$68.61
2	Recommended Rates - Fiscal Year 2021	11.20	25.72	40.24	47.50	69.28	69.28	69.28
	<u>Other Utilities Located in Palm Beach County:</u>							
3	City of Boca Raton [3]	18.58	26.62	34.66	38.68	50.74	58.78	78.88
4	City of Boynton Beach	18.95	23.31	27.67	29.85	34.21	34.21	34.21
5	City of Delray Beach	18.04	24.82	31.61	35.00	45.17	51.96	58.74
6	City of West Palm Beach [2]	13.77	24.63	35.48	40.91	57.19	68.05	78.73
7	City of Lake Worth [2]	15.66	25.14	34.62	39.36	53.58	63.06	72.54
8	Town of Lantana	14.01	23.71	33.41	38.26	52.81	62.51	62.51
9	Palm Beach County [2]	17.85	21.89	25.93	30.67	44.89	54.37	54.37
10	Riviera Beach Utility District [2]	17.54	23.18	28.82	31.64	40.10	45.74	45.74
11	Seacoast Utility Authority	31.77	33.23	34.69	35.42	37.61	39.07	39.07
12	Village of Tequesta [2]	22.75	22.75	22.75	22.75	22.75	22.75	22.75
13	Village of Wellington [2]	19.08	23.28	27.48	29.58	35.88	40.08	50.58
14	Other Utilities Located in Palm Beach County Average	\$18.91	\$24.78	\$30.65	\$33.83	\$43.18	\$49.14	\$54.37
	<u>Other Neighboring Utilities:</u>							
15	Broward County	\$20.54	\$29.06	\$37.58	\$41.84	\$54.62	\$63.14	\$84.44
16	City of Cooper City [2]	26.67	32.71	38.75	41.77	50.83	56.87	56.87
17	City of Coral Springs	23.04	31.80	40.56	44.94	58.08	66.84	88.74
18	City of Dania Beach	21.52	36.44	51.36	58.82	81.20	96.12	133.42
19	Town of Davie	39.83	54.17	68.51	75.68	97.19	111.53	147.38
20	City of Fort Lauderdale [2]	11.33	19.65	33.00	42.19	69.76	88.14	134.09
21	City of Hollywood [2]	7.83	27.24	46.65	56.36	85.48	104.89	116.73
22	Fort Pierce Utilities Authority	15.76	27.06	38.36	44.01	60.96	72.26	72.26
23	Martin County [2]	18.27	27.19	36.11	40.57	53.95	62.87	62.87
24	Okeechobee Utility Authority	22.36	36.28	50.20	57.16	78.04	91.96	126.76
25	City of Port St. Lucie [2]	16.88	32.70	48.52	56.43	80.16	80.16	80.16
26	St. Lucie County [2]	25.05	40.11	55.17	62.70	85.29	100.35	100.35
27	City of Sunrise [2]	29.68	38.00	46.32	50.48	62.96	71.28	92.08
28	City of Tamarac [2]	18.75	28.35	37.95	42.75	57.15	66.75	76.35
29	Other Neighboring Utilities' Average	\$21.25	\$32.91	\$44.93	\$51.12	\$69.69	\$80.94	\$98.04
30	Other Surveyed Florida Utilities' Average	\$20.22	\$29.33	\$38.65	\$43.51	\$58.02	\$66.95	\$78.82

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2020 and are exclusive of taxes, franchise fees or water restriction surcharges, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Utility is currently involved in a rate study, is planning to conduct a rate study, or is expected to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date.
- [3] City of Boca Raton wastewater rates are based on number of bathrooms. Residential bill for wastewater service assumes two bathrooms.

Table 11

**City of West Palm Beach, Florida
Water and Wastewater System**

Comparison of Monthly Residential Bill for Combined Water and Wastewater Service [1]

		Residential Service for a 5/8" or 3/4" Meter							
Line No.	Description	0 Gallons (0.0 CCF)	2,000 Gallons (2.7 CCF)	4,000 Gallons [2] (5.3 CCF)	5,000 Gallons (6.7 CCF)	8,000 Gallons (10.7 CCF)	10,000 Gallons (13.4 CCF)	15,000 Gallons (20.1 CCF)	20,000 Gallons (26.7 CCF)
Village of Palm Springs									
1	Existing Rates - Fiscal Year 2020	\$23.36	\$43.84	\$64.32	\$74.56	\$107.14	\$115.10	\$135.00	\$154.90
2	Recommended Rates - Fiscal Year 2021	23.59	44.27	64.95	75.29	108.19	116.23	136.33	156.43
Other Surveyed Florida Utilities:									
3	City of Boca Raton [3]	\$33.27	\$43.03	\$52.79	\$57.67	\$72.31	\$82.07	\$109.49	\$139.94
4	City of Boynton Beach	31.85	39.65	47.45	51.36	60.88	65.69	81.14	96.59
5	City of Delray Beach	33.76	40.54	48.58	53.22	67.14	76.43	91.71	101.71
6	City of West Palm Beach [2]	36.85	54.84	72.84	81.84	110.66	130.47	165.94	192.28
7	City of Lake Worth [2]	36.80	53.10	69.40	79.39	109.36	133.06	194.08	256.28
8	Town of Lantana	35.15	47.49	59.83	66.00	86.55	100.25	114.45	128.65
9	Palm Beach County [2]	33.90	40.92	47.94	55.98	80.10	96.18	137.73	179.28
10	Riviera Beach Utility District [2]	35.67	46.53	57.39	62.82	81.99	94.77	118.27	141.77
11	Seacoast Utility Authority	53.52	57.18	60.84	62.67	74.64	84.78	106.48	128.18
12	Village of Tequesta [2]	42.42	48.66	54.90	58.02	67.38	73.62	95.61	121.86
13	Village of Wellington [2]	39.09	47.81	56.53	60.89	76.19	87.13	114.48	137.08
14	Other Utilities Located in Palm Beach County Average	\$37.48	\$47.25	\$57.14	\$62.71	\$80.65	\$93.13	\$120.85	\$147.60
Other Neighboring Utilities:									
15	Broward County	\$37.67	\$49.43	\$62.48	\$69.65	\$98.98	\$121.14	\$180.83	\$222.08
16	City of Cooper City [2]	39.46	51.84	64.22	70.41	90.48	103.86	127.11	150.36
17	City of Coral Springs	36.99	49.23	61.47	68.54	89.75	106.57	154.65	206.75
18	City of Dania Beach	36.07	59.17	82.27	93.82	135.82	163.82	235.45	313.60
19	Town of Davie	62.06	83.74	105.42	116.26	154.18	179.46	251.81	288.31
20	City of Fort Lauderdale [2]	18.10	31.32	52.53	67.13	110.93	142.85	229.73	321.33
21	City of Hollywood [2]	15.65	41.75	68.71	85.10	134.27	167.05	237.53	304.31
22	Fort Pierce Utilities Authority	30.40	52.95	68.00	77.40	105.60	124.40	147.85	175.95
23	Martin County [2]	35.88	49.32	62.76	69.48	89.64	103.08	119.08	139.53
24	Okeechobee Utility Authority	42.37	64.73	89.21	102.51	142.41	169.01	235.51	302.01
25	City of Port St. Lucie [2]	26.65	51.63	76.61	89.10	130.74	142.68	176.67	213.42
26	St. Lucie County [2]	48.67	71.27	93.87	105.17	147.68	176.02	220.07	271.42
27	City of Sunrise [2]	50.55	67.05	83.55	91.80	116.55	133.05	174.30	198.91
28	City of Tamarac [2]	30.52	43.66	57.39	64.55	88.43	105.15	140.56	171.71
29	Other Neighboring Utilities' Average	\$36.50	\$54.79	\$73.46	\$83.64	\$116.82	\$138.44	\$187.94	\$234.26
30	Other Surveyed Florida Utilities' Average	\$36.93	\$51.47	\$66.28	\$74.43	\$100.91	\$118.50	\$158.42	\$196.13

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2020 and are exclusive of taxes, franchise fees or water restriction surcharges, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Utility is currently involved in a rate study, is planning to conduct a rate study, or is expected to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date.
- [3] City of Boca Raton wastewater rates are based on number of bathrooms. Residential bill for wastewater service assumes two bathrooms.



Water and Wastewater Utility Rate Study

Fiscal Year 2020

Study Purpose

- Identify Revenue Sufficiency
- Cost of Providing Water and Wastewater Services
- Evaluate Financial Impacts of Future Capital Improvement Plan
 - Water Treatment Plant Upgrades (MIEX)
 - Renewal and Replacements
- Develop 5-Year Rate Plan



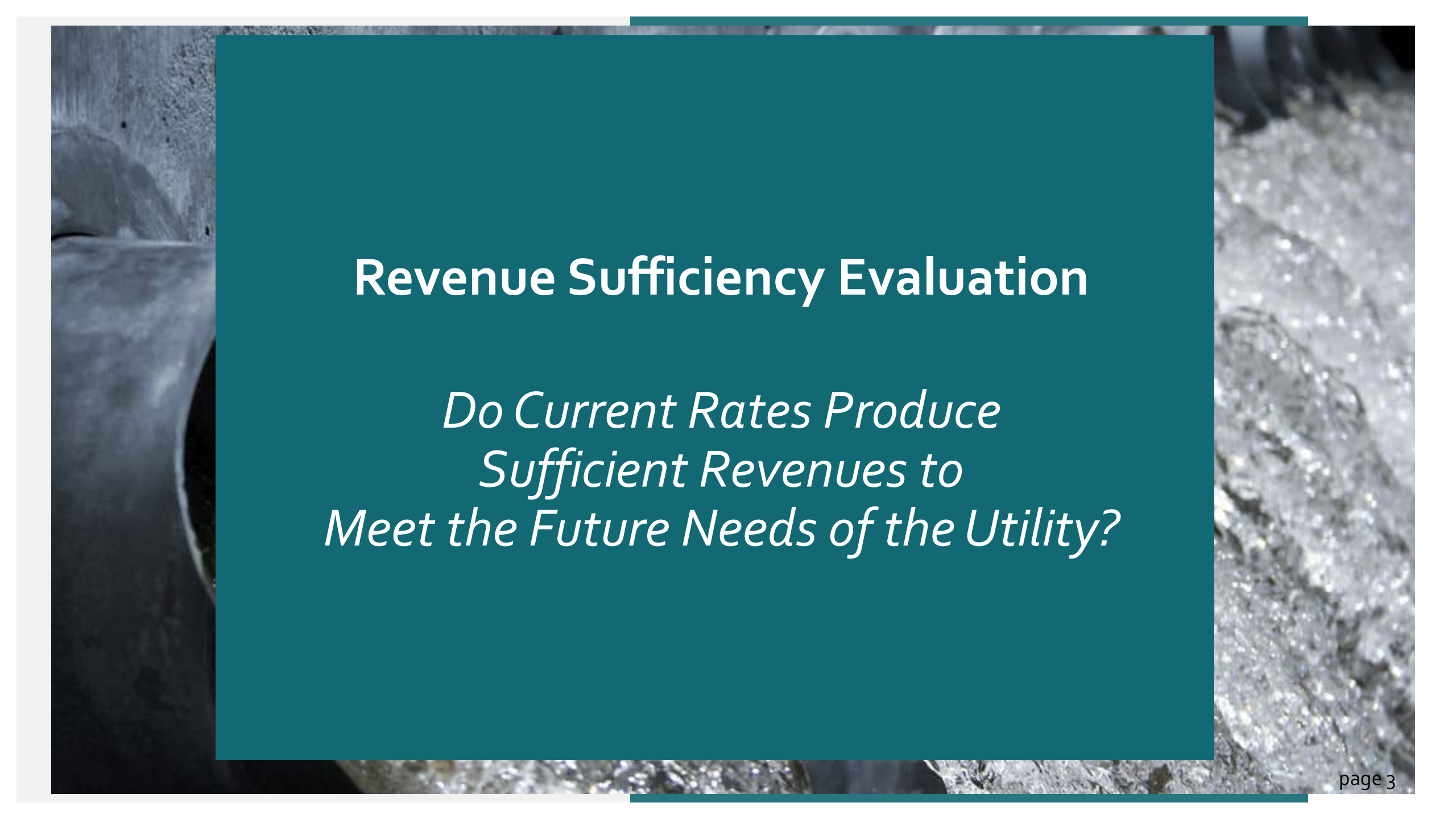
About Us

Raftelis Financial Consultants

- National Financial, Management, Technology, & Rate Consulting Firm

Kimley-Horn and Associates

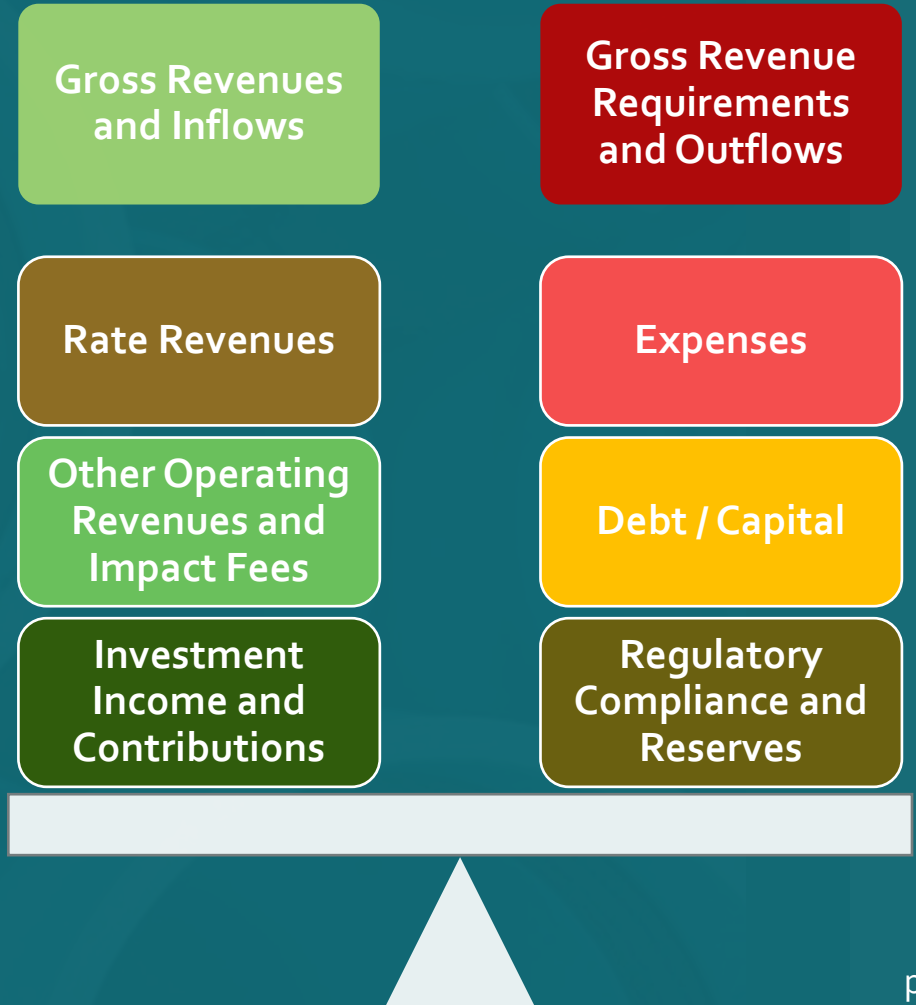
- Industry Leading Engineering & Planning Consulting Firm

The background of the slide is a photograph of a rocky coastline. On the left, a dark, curved rock formation is visible. On the right, a lighter, more textured rock face is shown. A large, solid teal rectangle is overlaid in the center of the image, containing the text.

Revenue Sufficiency Evaluation

*Do Current Rates Produce
Sufficient Revenues to
Meet the Future Needs of the Utility?*

What is Revenue Sufficiency?



FY-2021

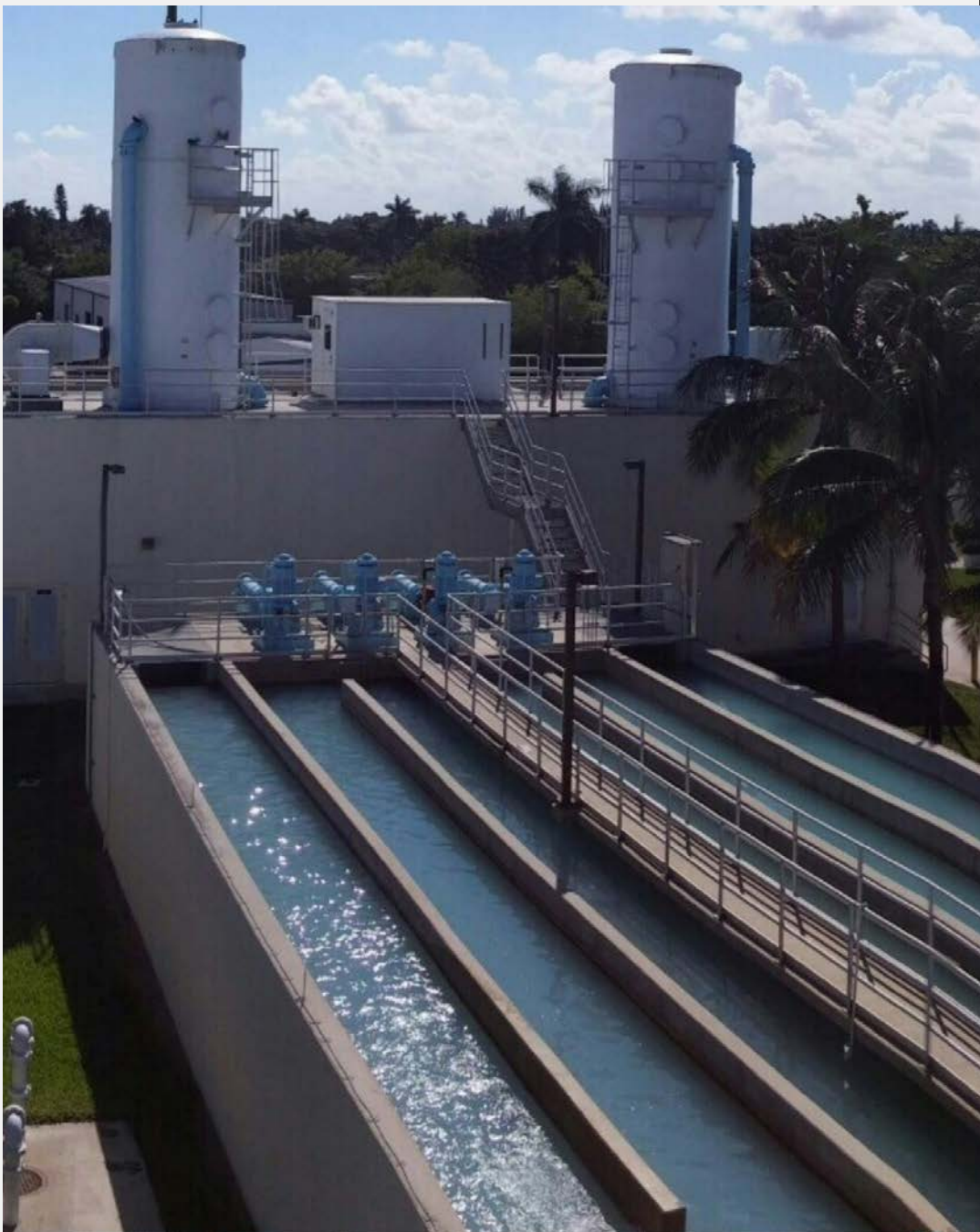
Operating Revenues = \$21,220,000

- Retail Rate Revenues = \$20,600,000
 - Water = \$8,900,000
 - Wastewater - \$11,700,000
 - Account for Approximately 95% of Gross System Revenues
 - 33% Recovered from Base Charge (Revenue Stability)
 - Other Operating Revenues = \$620,000
 - Delinquent Account Related Fees = \$390,000
 - Investment Income = \$230,000 (Will Reduce as Capital Spending Increases, Reducing Reserve Balances)
- *Does not include capital contribution fee revenues of \$460,000



O&M Expense = \$15,950,000

- Direct Operational Expenses = \$9,400,000 (59%)
 - Personnel Related = \$5,700,000 (Fixed)
 - Electric and Chemicals = \$1,100,000 (Variable)
 - Other Expenses = \$2,600,000 (Customer Service, Repair and Maintenance, Plant Operations, and Contractual Services) (Fixed & Variable)
- Wastewater Treatment = \$3,250,000 (20%)
 - Palm Beach County – \$915,000 (\$3.17 / Kgal)
 - Contract Allows for inflationary Adjustments and No Minimum Purchases
 - Provides 23% of Treatment Requirement
 - City of Lake Worth – \$2,335,000 (\$2.11 / Kgal Average)
 - Rate Based on Cost from East Central Regional (ECR) Wastewater Treatment Facility and Lake Worth Admin and R&R Added
 - Provides 77% of Treatment Needs
- Indirect Operating Expenses = \$3,300,000 (21%)
 - Administrative Charge (12% Prior Years Utility Revenues), Rent, & IT Charges



CIP Planning Considerations

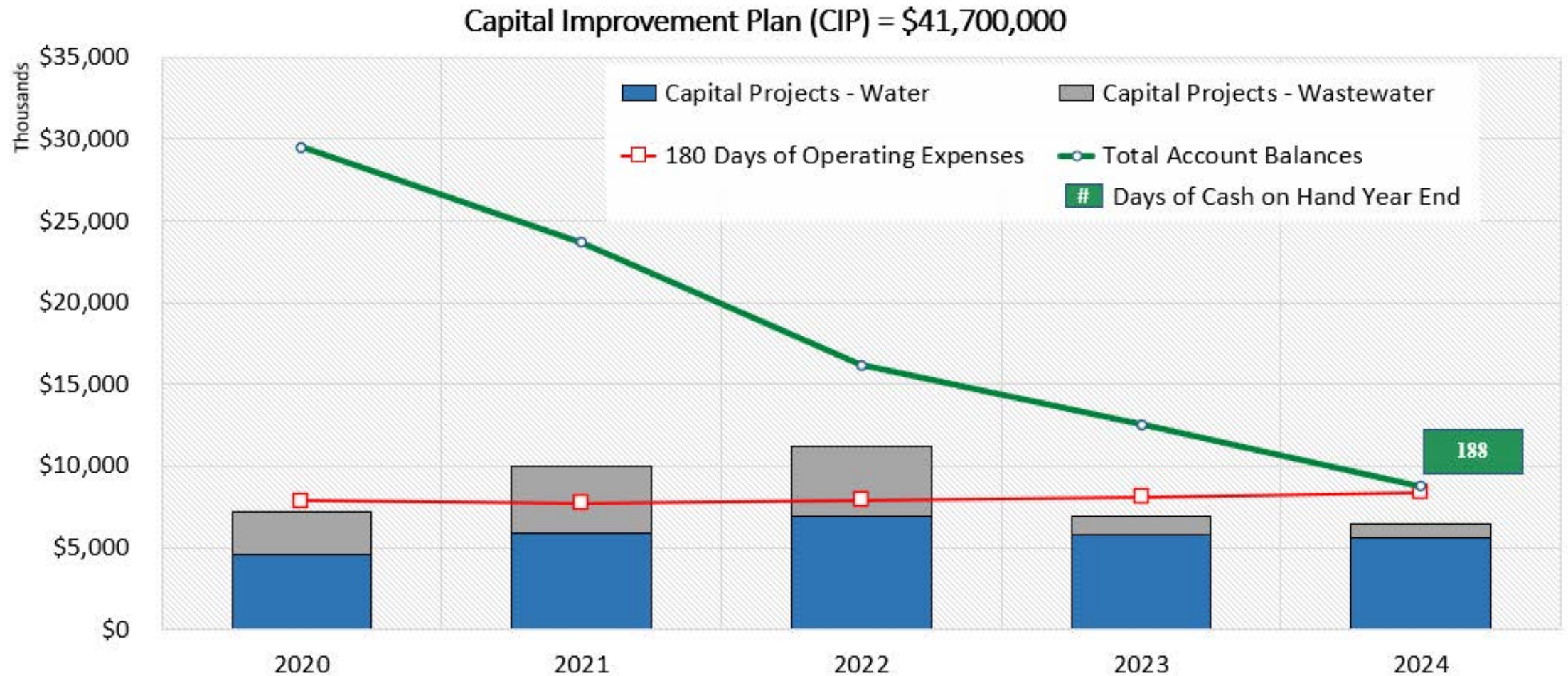
- Utilized Master Plan Recommendations (2019)
- Consider Aging Infrastructure and Facilities
- Facilities are Adequate to Meet Potential Future Regulations
- Environmental Pressures (i.e., Contamination from Septic Tanks, Water Quality Degradation, etc.)
- Pending Regulations are Often Not Known
- Costs for Rehabilitated or New Water Treatment Facilities Will be the Driving Factor for Rate Increases for the Next 10 to 20 Years



Capital Funding

- Consider Short- and Long-Term Funding Requirements
- Evaluate Funding Options of Near-Term Renewal and Replacement Projects
- Evaluated Two Funding Options
 - “Pay-As-You-Go” Capital Funding
 - Funding Capital Projects Through Existing Rates and Cash Above Reserve Targets
 - Improve Financial Position for Potential Future Debt Needs
 - Higher Rates in Near Term
 - Potential Debt Funding (SRF Loan)
 - Post Forecast Possibility (Beyond 2025)
 - Low Interest Costs / Favorable Terms
 - Lower Rates in Near Term

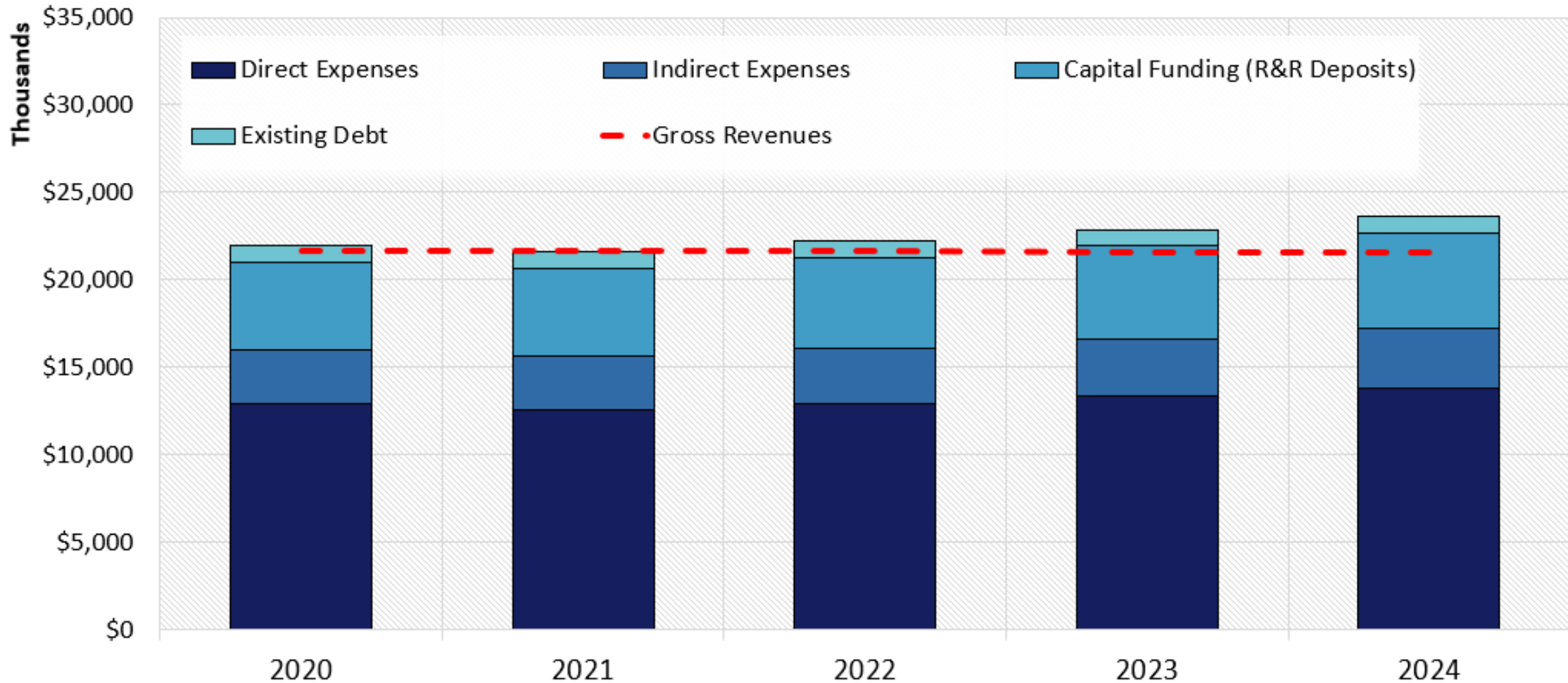
Capital Improvement Plan with No Rate Adjustments (FY 2020 Rates)



- Fitch Median Days of Cash = 561 (All Credits)

Revenue Requirements - No Rate Adjustments (FY 2020 Rates)

Combined System - Gross Revenue Requirement



- Identifies Total Amount Required to be Funded from Existing Revenues (OpEx, Debt Service, Capital)



Financial Position

- Assess Current Financial Metrics (Credit Rating)
 - Fitch AA Medians
 - All-In Debt Service Coverage 530% **Strong**
 - Days of Cash = 714 Days **Strong**
 - Free Cash Flow to Depreciation = 140% **Strong**
 - Operating Margin = 27% **Below Average***
 - Debt to Equity = 26% **Strong**
 - Utility Bill as % of Income = 2% **Average**
 - Utility Currently in Favorable Financial Position
 - To Maintain Fiscal Position for Future Needs
- * **Acceptable considering lower debt service**

Recommendations

- Adopt 4-Year Rate Plan

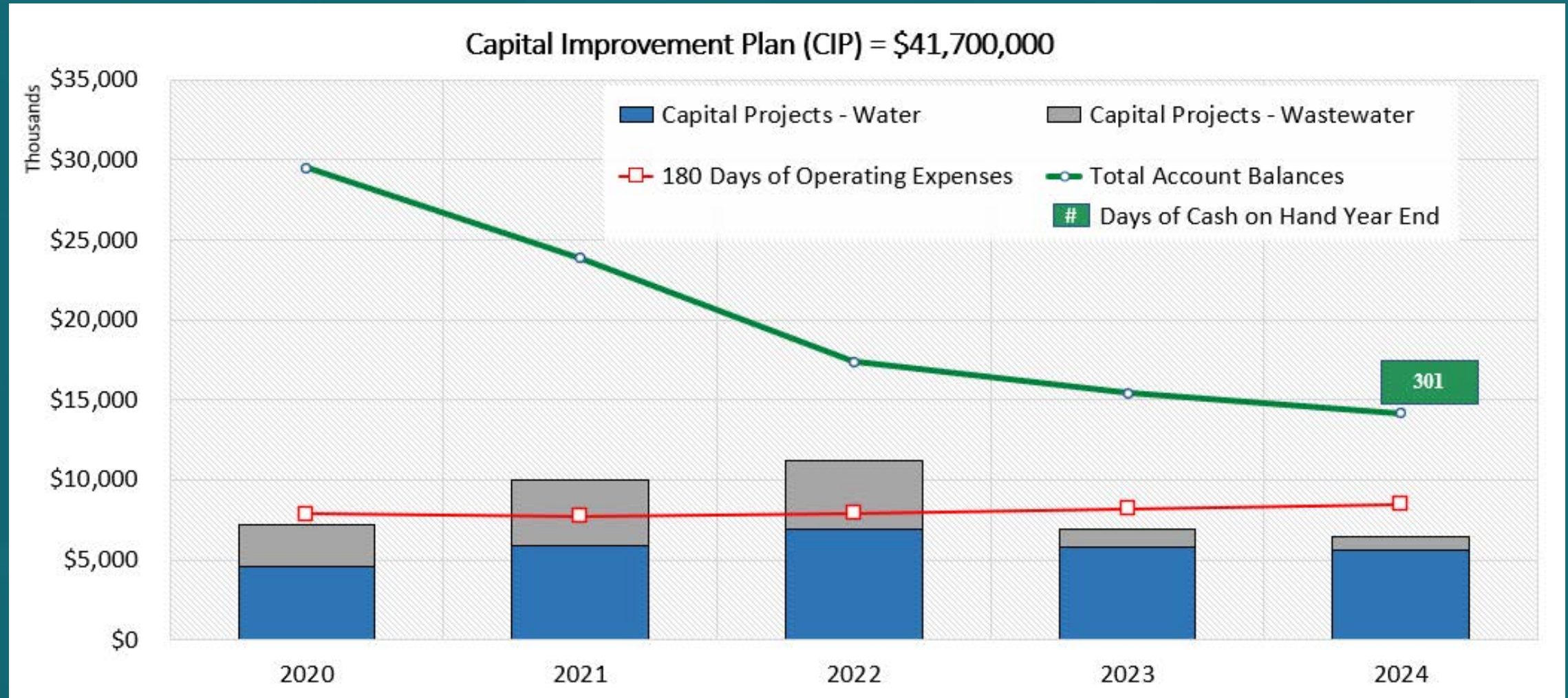
Recommended Rate Adjustments

	2020	2021	2022	2023	2024
Original Recommend Adjustments	0.0%	4.0%	4.0%	4.0%	4.0%
COVID Impact Reduction	<u>0.0%</u>	<u>-3.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Proposed Rate Adjustments	0.0%	1.0%	4.0%	4.0%	4.0%

- Customer Notification per Chapter 180
- Minor Incremental Adjustments vs. Large 1-Time Increase
- Maintains Strong Financial Position
- Allows for System Reinvestment (Funding of CIP)

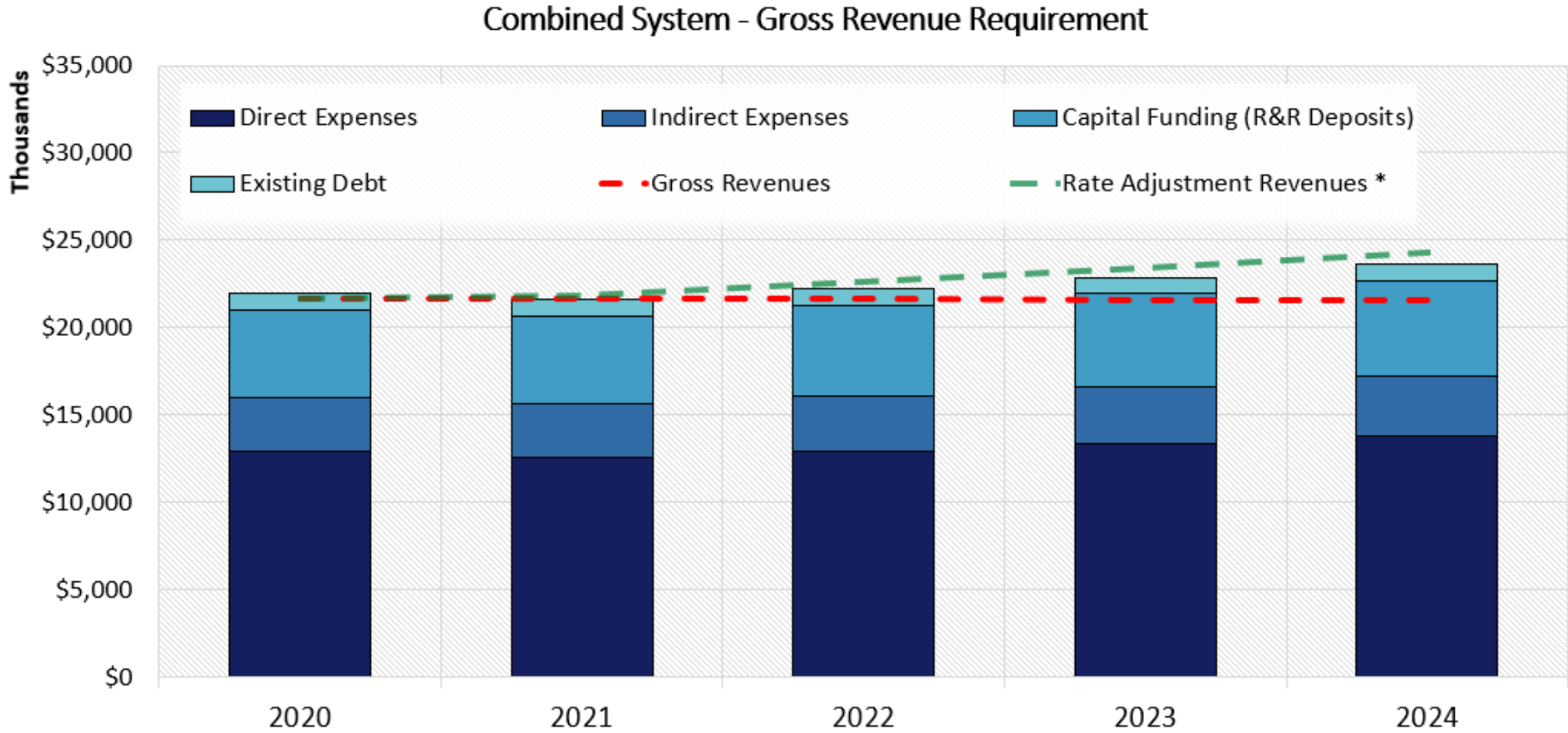


Capital Improvement Plan with Recommended Rates (FY 2021 1%, FY 2022 -2024 4%)



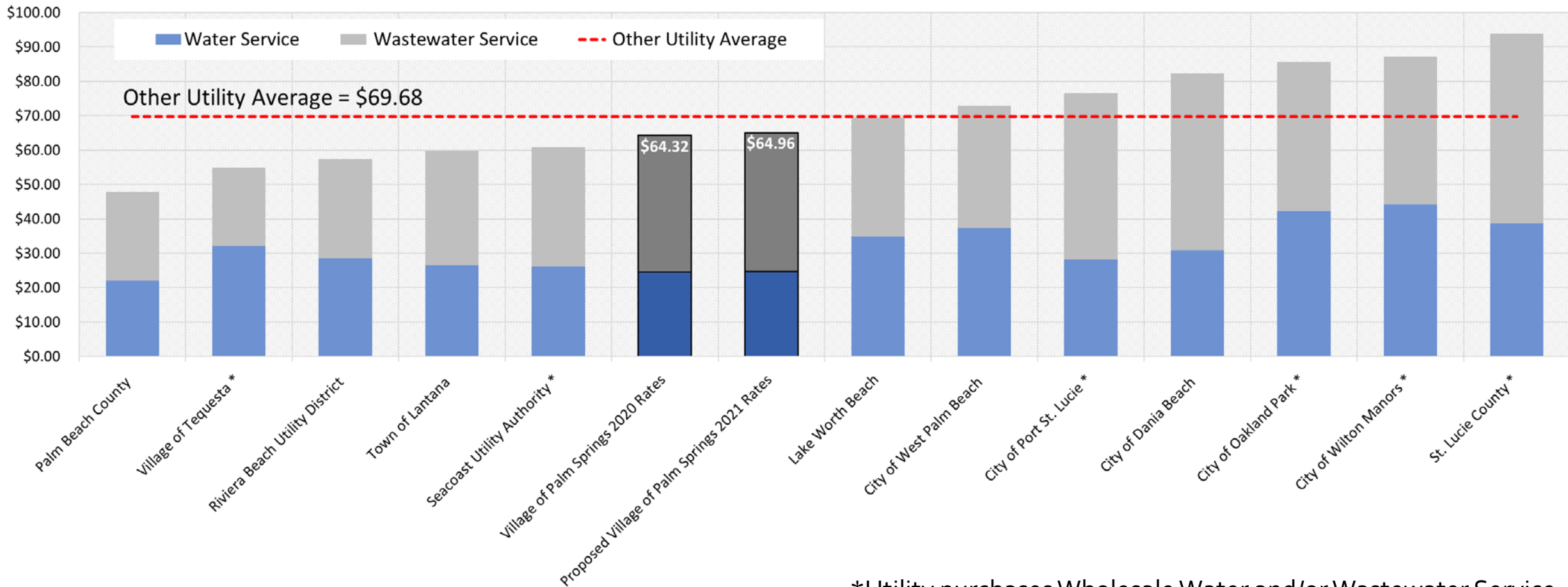
- Fiscal Year 2024 Days of Cash Increases From 188 to 301

Revenue Requirements with Recommended Rates



* Based on Recommended Rate Adjustments (FY2021 1%, FY2022-2024 4%)

Comparison of Residential Monthly Bill @ 4,000 Gallons



*Utility purchases Wholesale Water and/or Wastewater Service

- Other Neighboring Utilities Shown Based on their FY2020 Rates

A close-up photograph of several blue pipes, likely made of PVC or a similar material, arranged in a circular pattern. The pipes are stacked, with some showing the interior and others showing the exterior. The lighting is bright, creating strong highlights and shadows that emphasize the texture and curvature of the pipes.

Questions and Comments



IS NOW
PART OF



RAFTELIS



THE VILLAGE OF PALM SPRINGS

Office: 226 Cypress Lane Palm Springs, FL 33461-1604 • Hours: Mon-Fri 8 AM - 5 PM
• Phone: (561) 965-5770 • After-hours emergencies (561) 635-4535 •
Fax: (561) 965-6508 • Email: utilities@vpsfl.org

SERVICE DETAILS

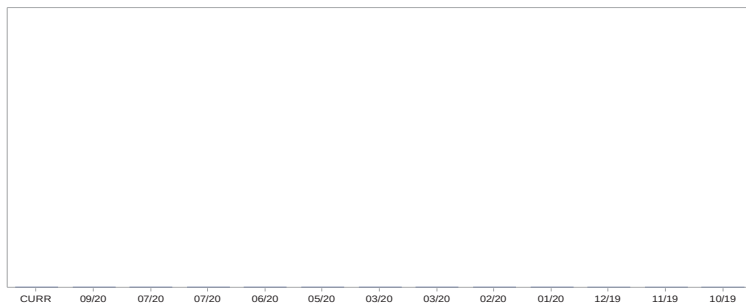
CUSTOMER NAME: VILLAGE OF PALM SPRINGS
ACCOUNT NUMBER: 1293000101
SERVICE ADDRESS: 3643 ROSTAN & 10TH AVENUE
BILL NUMBER: 3072800
BILLING DATE: 10/15/2020
SERVICE PERIOD: 09/01/2020 - 09/29/2020

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	0	0	0

CURRENT CHARGES BREAKDOWN

COMMERCIAL WATER INSIDE	\$0.00
BASE COMMERCIAL INSIDE WATER 2	\$125.97
BACKFLOW COMM INSIDE	\$6.31
UTILITY TAX	\$12.60
TOTAL CURRENT CHARGES	\$144.88

12-MONTH WATER USAGE (USAGE LISTED IN THE THOUSANDS OF GALLONS)



For more information on usage, please visit the following city webpage:
<http://www.villageofpalm Springs.org/index.aspx?nid=339>

Please detach and return bottom portion if paying by mail. Please do not staple or fold. Please write your account number on your check.



Village of Palm Springs
Public Service Department - Utilities Division
226 Cypress Lane
Palm Springs, FL 33461-1604

Village of Palm Springs
226 Cypress Ln
Palm Springs FL 33461-1699

ACCOUNT BALANCE SUMMARY

PRIOR BALANCE:	\$144.88
LAST PAYMENT:	\$144.88 09/21/2020
ADJUSTMENTS:	\$0.00

CURRENT CHARGES:	\$144.88
TOTAL AMOUNT DUE:	\$144.88
CURRENT CHARGES DUE BY:	11/08/2020

Payments not received on account by the due date will be subject to a \$15.00 past due fee.

See reverse side of statement for convenient payment options

VILLAGE NEWS AND NOTES

PUBLIC NOTICE TO ALL UTILITY CUSTOMERS - In accordance with Chapter 180.136 Florida Statutes, the Village of Palm Springs, Florida, hereby provides notice that the Village of Palm Springs Council will hold a public hearing to consider Ordinance No. 2020-15 on 2nd and final reading during their meeting on Thursday, November 12, 2020, at 6:30 PM, at Village Hall in the Council Chambers. The purpose of the hearing is to solicit public comments regarding the proposed changes to the Village's water and wastewater monthly rates and fees.

Additional information about the proposed, new rates may be found on the Village's website - www.vpsfl.org - and has been advertised within a local newspaper on September 17, 2020. If approved, the proposed, new rates would take effect beginning December 1, 2020, which will be reflected in your January 2021 billing statement. For more information, you may contact the Village's Utility Customer Service office at 561-965-5770 and/or by e-mail at utilities@vpsfl.org.

PLEASE NOTE: If approved and implemented, this would be the first rate increase for water and wastewater services for 14 months (since October 1, 2019) ([Village Code of Ordinances - Section 78.1 Schedule of Fees](#)).

Thank you for your timely payment on your last bill!

UTILITY BILLING PAYMENT COUPON

Check and complete form on back of this coupon:

- ☐ Change in billing address
☐ Enroll for Auto Bank Draft
☐ Request e-bill in lieu of paper bill

Account Number:	1293000101
Customer Number:	303451
Total Balance Due:	\$144.88
Payment Due By 11/08/2020	
If Paid After 11/08/2020	\$159.88

Please remit and make checks in US funds payable to:

VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS FLORIDA 33461-1604



Select Year: 2020 ▼ Go

The 2020 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 180](#)
MUNICIPAL PUBLIC WORKS
CHAPTER 180
MUNICIPAL PUBLIC WORKS

[View Entire Chapter](#)

- 180.01 Definition of term “municipality.”
- 180.02 Powers of municipalities.
- 180.03 Resolution or ordinance proposing construction or extension of utility; objections to same.
- 180.04 Ordinance or resolution authorizing construction or extension of utility; election.
- 180.05 Definition of term “private company.”
- 180.06 Activities authorized by municipalities and private companies.
- 180.07 Public utilities; combination of plants or systems; pledge of revenues.
- 180.08 Revenue certificates; terms; price and interest; three-fifths vote of governing body required.
- 180.09 Notice of resolution or ordinance authorizing issuance of certificates.
- 180.10 When election necessary.
- 180.11 Referendum and procedure therefor.
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- 180.135 Utility services; refusal or discontinuance of services for nonpayment of service charges by former occupant of rental unit prohibited; unpaid service charges of former occupant not to be basis for lien against rental property, exception.
- 180.136 Water or sewer utilities; notice.
- 180.14 Franchise for private companies; rate fixing.
- 180.15 Liability of private companies.
- 180.16 Acquisition by municipality of property of private company.
- 180.17 Contracts with private companies.
- 180.18 Use by municipality of privately owned utility.
- 180.19 Use by other municipalities and by individuals outside corporate limits.
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- 180.20 Regulations by private companies; rates; contracts.
- 180.21 Powers granted deemed additional.
- 180.22 Power of eminent domain.
- 180.23 Contracts with engineers, attorneys and others; boards.
- 180.24 Contracts for construction; bond; publication of notice; bids.
- 180.25 Contents of notice of issuance of certificates.
- 180.26 Form of certificates.
- 180.301 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by municipality.

180.01 Definition of term “municipality.”—The term “municipality,” as used in this chapter, shall mean any city, town, or village duly incorporated under the laws of the state.

History.—s. 1, ch. 17118, 1935; CGL 1936 Supp. 3100(6).

180.02 Powers of municipalities.—

(1) For the accomplishment of the purposes of this chapter, any municipality may execute its corporate powers within its corporate limits.

(2) Any municipality may extend and execute all of its corporate powers applicable for the accomplishment of the purposes of this chapter outside of its corporate limits, as hereinafter provided and as may be desirable or necessary for the promotion of the public health, safety and welfare or for the accomplishment of the purposes of this chapter; provided, however, that said corporate powers shall not extend or apply within the corporate limits of another municipality.

(3) In the event any municipality desires to avail itself of the provisions or benefits of this chapter, it is lawful for such municipality to create a zone or area by ordinance and to prescribe reasonable regulations requiring all persons or corporations living or doing business within said area to connect, when available, with any sewerage system or alternative water supply system, including, but not limited to, reclaimed water, aquifer storage and recovery, and desalination systems, constructed, erected and operated under the provisions of this chapter; provided, however, in the creation of said zone the municipality shall not include any area within the limits of any other incorporated city or village, nor shall such area or zone extend for more than 5 miles from the corporate limits of said municipality.

History.—s. 1, ch. 17118, 1935; CGL 1936 Supp. 3100(6); s. 5, ch. 95-323.

180.03 Resolution or ordinance proposing construction or extension of utility; objections to same.—

(1) When it is proposed to exercise the powers granted by this chapter, a resolution or ordinance shall be passed by the city council, or the legislative body of the municipality, by whatever name known, reciting the utility to be constructed or extended and its purpose, the proposed territory to be included, what mortgage revenue certificates or debentures if any are to be issued to finance the project, the cost thereof, and such other provisions as may be deemed necessary.

(2) Any objections to any of the provisions of said resolution or ordinance shall be in writing and filed with the governing body of the municipality, and hearing thereupon shall be held within 30 days after the passage of the resolution by the legislative body of said municipality.

¹(3) For the construction of a new proposed sewerage system or the extension of an existing sewerage system that was not previously approved, the report shall include a study that includes the available information from the Department of Health on the history of onsite sewage treatment and disposal systems currently in use in the area and a comparison of the projected costs to the owner of a typical lot or parcel of connecting to and using the proposed sewerage system versus installing, operating, and properly maintaining an onsite sewage treatment system that is approved by the Department of Health and that provides for the comparable level of environmental and health protection as the proposed central sewerage system; consideration of the local authority's obligations or reasonably anticipated obligations for water body cleanup and protection under state or federal programs, including requirements for water bodies listed under s. 303(d) of the Clean Water Act, Pub. L. No. 92-500, 33 U.S.C. ss. 1251 et seq.; and other factors deemed relevant by the local authority. The results of such a study shall be included in the resolution or ordinance required under subsection (1).

History.—s. 1, ch. 17118, 1935; CGL 1936 Supp. 3100(6); s. 4, ch. 2006-252; s. 29, ch. 2020-150.

¹**Note.**—Section 29, ch. 2020-150, amended subsection (3), effective July 1, 2021, to read:

(3) For the construction of a new proposed central sewerage system or the extension of an existing central sewerage system that was not previously approved, the report shall include a study that includes the available information from the Department of Environmental Protection on the history of onsite sewage treatment and disposal systems currently in use in the area and a comparison of the projected costs to the owner of a typical lot or parcel of connecting to and using the proposed central sewerage system versus installing, operating, and properly maintaining an onsite sewage treatment and disposal system that is approved by the Department of Environmental Protection and that provides for the comparable level of environmental and health protection as the proposed central sewerage system; consideration of the local authority's obligations or reasonably anticipated obligations for water body cleanup and protection under state or federal programs, including requirements for water bodies listed under s. 303(d) of the Clean Water Act, Pub. L. No. 92-500, 33 U.S.C. ss. 1251 et seq.; and other factors deemed relevant by the local authority. The results of such a study shall be included in the resolution or ordinance required under subsection (1).

180.04 Ordinance or resolution authorizing construction or extension of utility; election.—If after the passage of said resolution the said city council or other legislative body, by whatever name known, shall determine to proceed toward the construction of said utility, but not earlier than 40 days after the passage of said ordinance or resolution, the said city council or other legislative body, by whatever name known, shall pass an ordinance or resolution authorizing the construction of the utility or any extension thereof, reciting the purpose and the territory to be included, correcting any errors, remedying any sustained objections, authorizing the issuance of mortgage revenue certificates or debentures to pay for the construction and all other costs of the said utility, and containing all other necessary provisions. All other legislative and administrative functions and proceedings shall be the same as provided for the government of the municipality. The city council or other legislative body, by whatever name known, of the municipality, may adopt and provide for the enforcement of all resolutions and ordinances that may be required for the accomplishment of the purposes of this chapter, and its decision shall be final in determining to construct the utility, or any extension thereof as and where proposed, to promote the public health, safety, and welfare by the accomplishment of the purposes of this chapter; provided, that where any mortgage revenue certificates, debentures, or other evidences of indebtedness shall come within the purview of s. 12, Art. VII of the State Constitution, the same shall be issued only after having been approved by a majority of the votes cast in an election in which a majority of the owners of freeholds not wholly exempt from taxation who are qualified electors residing in such municipality shall participate, pursuant to the provisions of ss. 100.201-100.221, 100.241, 100.261-100.341, and 100.351.

History.—s. 1, ch. 17118, 1935; CGL 1936 Supp. 3100(6); s. 15, ch. 69-216; s. 64, ch. 77-175.

180.05 Definition of term “private company.”—A “private company” shall mean any company or corporation duly authorized under the laws of the state to construct or operate water works systems, sewerage systems, sewage treatment works, garbage collection and garbage disposal plants.

History.—s. 2, ch. 17118, 1935; CGL 1936 Supp. 3100(7).

180.06 Activities authorized by municipalities and private companies.—Any municipality or private company organized for the purposes contained in this chapter, is authorized:

- (1) To clean and improve street channels or other bodies of water for sanitary purposes;
- (2) To provide means for the regulation of the flow of streams for sanitary purposes;
- (3) To provide water and alternative water supplies, including, but not limited to, reclaimed water, and water from aquifer storage and recovery and desalination systems for domestic, municipal or industrial uses;
- (4) To provide for the collection and disposal of sewage, including wastewater reuse, and other liquid wastes;
- (5) To provide for the collection and disposal of garbage;
- (6) And incidental to such purposes and to enable the accomplishment of the same, to construct reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, siphons, intakes, pipelines, distribution systems, purification works, collection systems, treatment and disposal works;
- (7) To construct airports, hospitals, jails and golf courses, to maintain, operate and repair the same, and to construct and operate in addition thereto all machinery and equipment;
- (8) To construct, operate and maintain gas plants and distribution systems for domestic, municipal and industrial uses; and
- (9) To construct such other buildings and facilities as may be required to properly and economically operate and maintain said works necessary for the fulfillment of the purposes of this chapter.

However, a private company or municipality shall not construct any system, work, project or utility authorized to be constructed hereunder in the event that a system, work, project or utility of a similar character is being actually operated by a municipality or private company in the municipality or territory immediately adjacent thereto, unless such municipality or private company consents to such construction.

History.—s. 3, ch. 17118, 1935; s. 1, ch. 17119, 1935; CGL 1936 Supp. 3100(8); s. 5, ch. 93-51; s. 6, ch. 95-323.

180.07 Public utilities; combination of plants or systems; pledge of revenues.—

(1) All such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems, purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems, whether heretofore or hereafter constructed or operated, are considered a public utility within the meaning of any constitutional or statutory provision for the purpose of acquiring, purchasing, owning, operating, constructing, equipping and maintaining such works.

(2) Whenever any municipality shall decide to avail itself of the provisions of this chapter for the extension or improvement of any existing utility plant or system, any then-existing plant or system may be included as a part of a whole plant or system and any two or more utilities may be included in one project hereunder. The revenues of all or any part of any existing plants or systems or any plants or systems constructed hereunder may be pledged to secure moneys advanced for the construction or improvement of any utility plant or system or any part thereof or any combination thereof.

History.—s. 4, ch. 17118, 1935; s. 2, ch. 17119, 1935; CGL 1936 Supp. 3100(9).

180.08 Revenue certificates; terms; price and interest; three-fifths vote of governing body required.—

(1) Any municipality which acquires, constructs or extends any of the public utilities authorized by this chapter and desires to raise money for such purpose, may issue mortgage revenue certificates or debentures therefor without regard to the limitations of municipal indebtedness as prescribed by any statute now in effect or hereafter enacted; provided, however, that such mortgage revenue certificates or debentures shall not impose any tax liability upon any real or personal property in such municipality nor constitute a debt against the municipality issuing the same, but shall be a lien only against or upon the property and revenues of such utility, including a franchise setting forth the terms upon which, in the event of foreclosure, the purchaser may operate the same, which said franchise shall in no event extend for a period longer than 30 years from the date of the sale of such utility and franchise under foreclosure proceedings.

(2) Such mortgage revenue certificates or debentures shall be sold for at least 95 percent of par value and shall bear interest not to exceed 7.5 percent per annum.

(3) No mortgage revenue certificates or debentures shall be issued except upon a three-fifths affirmative vote of the city council, or other legislative body of the municipalities by whatever name known; such mortgage revenue certificates or debentures shall provide that out of the revenues and income derived and obtained from the operation of the utility so constructed, such portion thereof as may be deemed sufficient after all operating costs have been paid, shall be set aside annually in a sinking fund for the payment of interest on said certificates or debentures and the principal thereof at the maturity of the same.

History.—s. 5, ch. 17118, 1935; CGL 1936 Supp. 3100(10); s. 18, ch. 73-302.

180.09 Notice of resolution or ordinance authorizing issuance of certificates.—Upon the adoption of resolution or ordinance by the city council, or other legislative body, by whatever name known, authorizing the issuance of mortgage revenue certificates or debentures, a notice thereof shall be published once a week for 2 consecutive weeks in a newspaper of general circulation in the county in which the municipality is located, or by posting a notice in at least three conspicuous places within the limits of the municipality, one of which shall be posted at the door of the city hall or city offices; provided, that if any of the mortgage revenue certificates or debentures are to be purchased by the United States of America, or any instrumentality or subdivision thereof, it shall not be necessary to advertise or offer the same for sale by competitive bidding.

History.—s. 5, ch. 17118, 1935; CGL 1936 Supp. 3100(10).

180.10 When election necessary.—Where any mortgage revenue certificates, debentures, or other evidences of indebtedness shall come within the purview of s. 12, Art. VII of the State Constitution, the same shall be issued only after having been approved by a majority of the votes cast in an election in which a majority of the owners of freeholds not wholly exempt from taxation who are qualified electors residing in such municipality shall participate, pursuant to the provisions of ss. 100.201-100.221, 100.241, 100.261-100.341, and 100.351.

History.—s. 7, ch. 22858, 1945; s. 15, ch. 69-216; s. 64, ch. 77-175.

180.11 Referendum and procedure therefor.—

(1) A referendum may be held upon the issuance of such mortgage revenue certificates or debentures in the following manner: a petition shall be filed with the clerk within 30 days after the date of the first publication of the notice of the issuance of the proposed mortgage revenue certificates or debentures or after the posting of the notice, as hereinbefore provided. The petition shall contain the nature of the objection to the proposed utility or the issuance of said mortgage revenue certificates or debentures and shall be signed by 20 percent of the registered and qualified electors of said municipality. Such referendum shall be held not later than 60 days after the date of the first publication of said notice as aforesaid or the posting of such notice.

(2) The aforesaid petition shall be filed with the city clerk, or the officer performing the corresponding duties, and the said clerk or officer shall ascertain immediately if the requisite number of registered and qualified electors have signed the said petition; whereupon the clerk or officer shall immediately report in writing to the mayor, or the executive officer of said municipality, and to the city council or other legislative body of the municipality, by whatever name known; whereupon a resolution or ordinance shall forthwith be enacted determining if the requisite number of registered and qualified electors have signed the petition, a resolution or ordinance shall forthwith be enacted setting forth the date upon which the referendum shall be held, appropriating sufficient funds to pay the expenses of said election, designating the places of voting and providing for the form of ballot to be used. In determining the number of registered and qualified electors for the purposes of determining the sufficiency of the petition for referendum, the city clerk, or such other officer, shall use the number of registered and qualified electors at the last municipal election held by the said municipality. All rules, regulations, ordinances or resolutions pertaining to municipal elections shall apply under the referendum herein set forth, except where the same are inconsistent with the proceedings herein authorized.

History.—s. 5, ch. 17118, 1935; CGL 1936 Supp. 3100(10); s. 938, ch. 95-147.

180.12 Examinations and surveys.—Any municipality, to carry out the purpose of this chapter, may, through its officers, committees, agents, servants or employees, enter into and upon private property where it is proposed to construct said utility, or extensions thereof to make necessary examinations and surveys, and for such other purposes as may be required in the accomplishment of the purposes of this chapter; provided, however, the municipality, before constructing any of said works upon private property, shall first acquire the right to take and use the property by agreement or purchase or by proceedings or by the exercise of the right of eminent domain in a court of the state having jurisdiction of the same in the manner prescribed by law.

History.—s. 6, ch. 17118, 1935; CGL 1936 Supp. 3100(11).

180.13 Administration of utility; rate fixing and collection of charges.—

(1) The city council, or other legislative body of the municipality, by whatever name known, may create a separate board or may designate certain officers of said municipality to have the supervision and control of the operation of the works constructed under the authority of this chapter, which said board or designated officers may make all necessary rules or regulations governing the use, control and operation of said works; subject, however, to the approval of the city council, or other legislative body, by whatever name known.

(2) The city council, or other legislative body of the municipality, by whatever name known, may establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person, firm or corporation whose premises are served thereby; and provided further, that if the charges so fixed are not paid when due, such sums may be recovered by the said municipality by suit in a court having jurisdiction of said cause or by discontinuance of service of such utility until delinquent charges for services thereof are paid, including charge covering any reasonable expense for reconnecting such service after such delinquencies are paid, or any other lawful method of enforcement of the payment of such delinquencies.

History.—s. 7, ch. 17118, 1935; CGL 1936 Supp. 3100(12).

180.135 Utility services; refusal or discontinuance of services for nonpayment of service charges by former occupant of rental unit prohibited; unpaid service charges of former occupant not to be basis for lien against rental property, exception.—

(1)(a) Any other provision of law to the contrary notwithstanding, no municipality may refuse services or discontinue utility, water, or sewer services to the owner of any rental unit or to a tenant or prospective tenant of such rental unit for nonpayment of service charges incurred by a former occupant of the rental unit; any such unpaid service charges incurred by a former occupant will not be the basis for any lien against the rental property or legal action against the present tenant or owner to recover such charges except to the extent that the present tenant or owner has benefited directly from the service provided to the former occupant.

(b) This section applies only if the former occupant of the rental unit contracted for such services with the municipality or if the municipality provided services with knowledge of the former occupant's name and the period the occupant was provided the services.

(2) The provisions of this section may not be waived through any contractual arrangement between a municipality and a landlord whereby the landlord agrees to be responsible for a tenant's or future tenant's payment of service charges.

(3) Any other provision of law to the contrary notwithstanding, any municipality may adopt an ordinance authorizing the municipality to withdraw and expend any security deposit collected by the municipality from any occupant or tenant for the provision of utility, water, or sewer services for the nonpayment of service charges by the occupant or tenant.

(4) In any case where a tenant subject to part II of chapter 83 does not make payment for service charges to a municipality for the provision of utility, water, or sewer services, the landlord may thereupon commence eviction proceedings. Nothing in this section shall be construed to prohibit a municipality from discontinuing service to a tenant who is in arrears 30 days or more, or as required by bond covenant.

History.—s. 1, ch. 84-292; s. 1, ch. 88-332; s. 1, ch. 89-272.

180.136 Water or sewer utilities; notice.—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

History.—s. 11, ch. 2000-350.

180.14 Franchise for private companies; rate fixing.—A private company or corporation organized under the laws of the state for any of the purposes recited in this chapter, may construct, operate and maintain such works provided for in this chapter, within or without the corporate limits of any municipality, upon application by such company or corporation to the city council, or other legislative body of the municipality, by whatever name known, and the said municipality may grant to said private company or corporation the privilege or franchise of exercising its corporate powers for such terms of years and upon such conditions and limitations as may be deemed expedient and for the best interest of said municipality for the accomplishment of the purposes set forth in this chapter; said franchise, however, to be for a period of not longer than 30 years; provided further, that the rates or charges to be made by the private company or corporation to the individual users of the utility constructed or operated under authority of this chapter shall be fixed by the city council, or other legislative body of the municipality, by whatever name known, upon proper hearing had for that purpose.

History.—s. 8, ch. 17118, 1935; CGL 1936 Supp. 3100(13).

180.15 Liability of private companies.—Any private company or corporation constructing or operating any of the works provided for in this chapter, within or without the corporate limits of any municipality, shall be liable for all damages occasioned by the acts, negligence or injury to the rights of other persons, firms or corporations in the same manner and with the same limitations as any other private corporation chartered under the laws of the state.

History.—s. 9, ch. 17118, 1935; CGL 1936 Supp. 3100(14).

180.16 Acquisition by municipality of property of private company.—When a municipality has granted to a private company or corporation a privilege or franchise, as set forth in s. 180.14, if at the expiration of the term of the privilege or franchise and after petition of the private company or corporation, the municipality fails or refuses to renew the privilege or franchise, then upon further petition of the private company or corporation, its property, consisting of all the works constructed and used in the operation and use of the utility, together with the appurtenances, materials, fixtures, machinery, and real estate appertaining thereto, which is on hand at the time of the expiration of said privilege or franchise, shall be purchased by the said municipality at a price to be mutually agreed upon; provided, however, if the price for same cannot be agreed upon, the price shall be determined by an arbitration board consisting of three persons, one of whom shall be selected by the city council or other legislative body, one shall be appointed by the private company or corporation, and the two persons so selected shall select a third member of said board; and provided further, that in the event said board cannot agree as to the price to be paid by the said municipality, then the municipality shall file appropriate condemnation proceedings under chapter 73, within 6 months after the date of filing the original petition.

History.—s. 10, ch. 17118, 1935; CGL 1936 Supp. 3100(15).

180.17 Contracts with private companies.—Any municipality may contract by and through its duly authorized officers with any private company or corporation which is organized for any purpose related to the provisions of this chapter, and may contract with said private company or corporation for the construction or use of such works authorized by this chapter.

History.—s. 11, ch. 17118, 1935; CGL 1936 Supp. 3100(16).

180.18 Use by municipality of privately owned utility.—Whenever a private company or corporation shall construct or operate any of the works authorized by this chapter, the municipality wherein the same shall be constructed or operated shall not use the said works in any manner except by and with the consent of the private company or corporation in the manner and upon the terms and conditions which are mutually agreeable to the private company or corporation and the municipality, except as hereinbefore provided.

History.—s. 12, ch. 17118, 1935; CGL 1936 Supp. 3100(17).

180.19 Use by other municipalities and by individuals outside corporate limits.—

(1) A municipality which constructs any works as are authorized by this chapter, may permit any other municipality and the owners or association of owners of lots or lands outside of its corporate limits or within the limits of any other municipality, to connect with or use the utilities mentioned in this chapter upon such terms and conditions as may be agreed between such municipalities, and the owners or association of owners of such outside lots or lands.

(2) Any private company or corporation organized to accomplish the purposes set forth in this chapter, which has been granted a privilege or franchise by a municipality, may permit the owners or association of owners of lots or lands outside of the boundaries of said municipality granting said privilege or franchise, or other municipality, to connect with and use the utility operated by the said private company or corporation upon such terms as may be agreed between the said private company or corporation and the owners or association of owners of said lots or lands or the said municipality.

History.—s. 13, ch. 17118, 1935; CGL 1936 Supp. 3100(18).

180.191 Limitation on rates charged consumer outside city limits.—

(1) Any municipality within the state operating a water or sewer utility outside of the boundaries of such municipality shall charge consumers outside the boundaries rates, fees, and charges determined in one of the following manners:

(a) It may charge the same rates, fees, and charges as consumers inside the municipal boundaries. However, in addition thereto, the municipality may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries. Fixing of such rates, fees, and charges in this manner shall not require a public hearing except as may be provided for service to consumers inside the municipality.

(b) It may charge rates, fees, and charges that are just and equitable and which are based on the same factors used in fixing the rates, fees, and charges for consumers inside the municipal boundaries. In addition thereto, the municipality may add a surcharge not to exceed 25 percent of such rates, fees, and charges for said services to consumers outside the boundaries. However, the total of all such rates, fees, and charges for the services to consumers outside the boundaries shall not be more than 50 percent in excess of the total amount the municipality charges consumers served within the municipality for corresponding service. No such rates, fees, and charges shall be fixed until after a public hearing at which all of the users of the water or sewer systems; owners, tenants, or occupants of property served or to be served thereby; and all others interested shall have an opportunity to be heard concerning the proposed rates, fees, and charges. Any change or revision of such rates, fees, or charges may be made in the same manner as such rates, fees, or charges were originally established, but if such change or revision is to be made substantially pro rata as to all classes of service, both inside and outside the municipality, no hearing or notice shall be required.

(2) Whenever any municipality has engaged, or there are reasonable grounds to believe that any municipality is about to engage, in any act or practice prohibited by subsection (1), a civil action for preventive relief, including an application for a permanent or temporary injunction, restraining order, or other order, may be instituted by the person or persons aggrieved.

(3) This section shall apply to municipally owned water and sewer utilities within the confines of a single county and may apply, pursuant to interlocal agreement, to municipally owned water and sewer utilities beyond the confines of a single county.

(4) In any action commenced pursuant to this section, the court in its discretion may allow the prevailing party treble damages and, in addition, a reasonable attorney's fee as part of the cost.

History.—ss. 1, 2, 3, 4, 5, ch. 70-997; s. 1, ch. 88-301; s. 1, ch. 92-181; s. 1, ch. 98-15.

180.20 Regulations by private companies; rates; contracts.—Whenever any private company or corporation organized for the accomplishment of the purposes of this chapter is granted a privilege or franchise by a municipality, it may prescribe the terms upon which owners and occupants of houses, buildings or lots may obtain the use of the utility constructed and operated by the said private company or corporation, and the rate charged for such use, and also the rate and terms upon which the municipality may use such utility for public purposes; such rates, however, shall be subject to the approval of the city council, or other legislative body of the municipality, by whatever name known; provided, however, that the municipality may contract with the said private company or corporation to pay the said company or corporation a flat or fixed rate for such service and use of the utility and may pay out of the general revenue or any special revenue such rate as agreed.

History.—s. 14, ch. 17118, 1935; CGL 1936 Supp. 3100(19).

180.21 Powers granted deemed additional.—The authority and powers granted by this chapter to municipalities shall be in addition to but not in limitation of any of the powers heretofore or hereafter granted to municipalities now existing or hereafter created.

History.—s. 15, ch. 17118, 1935; CGL 1936 Supp. 3100(20).

180.22 Power of eminent domain.—

(1) Any municipality or private company or corporation authorized to carry into effect any or all of the purposes defined in this chapter may exercise the power of eminent domain over railroads, traction and streetcar lines, telephone and telegraph lines, all public and private streets and highways, drainage districts, bridge districts, school districts, and any other public or private lands or property whatsoever necessary to enable the accomplishment of the purposes of this chapter.

(2) Any municipality which exercises its power under this section outside of its corporate boundaries for the accomplishment of the purposes of this chapter may finance such extraterritorial project in any manner in which it is presently authorized by law to finance a like project within its corporate boundaries.

History.—s. 16, ch. 17118, 1935; CGL 1936 Supp. 3100(21); s. 1, ch. 78-198.

180.23 Contracts with engineers, attorneys and others; boards.—Any municipality desiring to construct, maintain or operate any of the utilities described in this chapter, may contract with engineers and attorneys for professional services required for the accomplishment of any or all of the purposes of this chapter; provided, however, that such employment is to be evidenced by written agreement setting forth the terms and conditions of the employment; provided further, that such municipality may also create such other offices and boards as may be necessary and expedient for carrying out the purposes of this chapter and shall provide suitable and fit compensation for the same.

History.—s. 17, ch. 17118, 1935; CGL 1936 Supp. 3100(22).

180.24 Contracts for construction; bond; publication of notice; bids.—

(1) Any municipality desiring the accomplishment of any or all of the purposes of this chapter may make contracts for the construction of any of the utilities mentioned in this chapter, or any extension or extensions to any previously constructed utility, which said contracts shall be in writing, and the contractor shall be required to give bond, which said bond shall be executed by a surety company authorized to do business in the state; provided, however, construction contracts in excess of \$25,000 shall be advertised by the publication of a notice in a newspaper of general circulation in the county in which said municipality is located at least once each week for 2 consecutive weeks, or by posting three notices in three conspicuous places in said municipality, one of which shall be on the door of the city hall; and that at least 10 days shall elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in s. 255.0525, the notice provision of that section supersedes and replaces the notice provisions in this section.

(2) All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of this chapter by the municipality, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of \$10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of subsection (1).

History.—s. 18, ch. 17118, 1935; CGL 1936 Supp. 3100(23); s. 3, ch. 73-129; s. 19, ch. 90-279; s. 27, ch. 95-196.

Note.—Former s. 255.26.

180.25 Contents of notice of issuance of certificates.—The form of the notice for advertising the proposed issuance of mortgage revenue certificates or debentures shall contain the amount of the certificates to be sold and the rate of interest thereon; a description in general terms of the utility to be constructed; the time, place and date where bids for the sale of the same are to be received; and such other pertinent information as may be deemed necessary.

History.—s. 19, ch. 17118, 1935; CGL 1936 Supp. 3100(24).

180.26 Form of certificates.—The certificate of indebtedness to be issued under the terms and conditions of this chapter shall contain a description of the utility, the revenue of which is pledged, together with the terms of payment of the same, as is established by the ordinances or resolutions of the municipality, in accordance with the conditions heretofore established in this chapter, and may or may not have attached thereto interest coupons, and shall contain such other and further conditions as shall be determined by the governing body of the municipality, in accordance with the terms and conditions of this chapter.

History.—s. 20, ch. 17118, 1935; CGL 1936 Supp. 3100(25).

180.301 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by municipality.—No municipality may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility until the governing body of the municipality has held a public hearing on the purchase, sale, or wastewater facility privatization contract, and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the municipality shall consider, at a minimum, the following:

- (1) The most recent available income and expense statement for the utility;
- (2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
- (3) A statement of the existing rate base of the utility for regulatory purposes;
- (4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;
- (5) The reasonableness of the purchase, sale, or wastewater facility privatization contract price and terms;
- (6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;
- (7)(a) Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the municipality or the entity purchasing the utility from the municipality;
- (b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The municipality shall give significant weight to this criterion.
- (8) The alternatives to the purchase, sale, or wastewater facility privatization contract, and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made; and
- (9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the municipality or the entity purchasing the utility from the municipality.
- (b) In the case of a wastewater facility privatization contract, the municipality shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligation specified in the wastewater facility privatization contract.
- (10) All moneys paid by a private firm to a municipality pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the municipality from using all or part of the moneys for the purpose of the municipality's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The municipality shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser is the municipality or the entity purchasing the utility from the municipality.

History.—s. 2, ch. 84-84; s. 6, ch. 93-51; s. 7, ch. 96-202.

NOTICE OF PUBLIC HEARING

The Village of Palm Springs proposes to adopt the following Ordinance:

Public Hearings on the proposed ordinance will be held in the Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

Regular Council Meeting, Thursday, November 12, 2020 at 6:30 PM
Regular Village Council Meeting, Thursday, December 10, 2020, at 6:30 PM

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 78 "UTILITIES", ARTICLE I "IN GENERAL", SECTION 78-1 "SCHEDULE OF FEES" TO PROVIDE FOR CHANGES TO THE VILLAGE'S WATER AND WASTEWATER RATES; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Planning and Zoning Board Meeting, Tuesday, November 10, 2020 at 6:30 PM
Local Planning Agency Meeting, Thursday, November 12, 2020 at 6:30 PM
Regular Council Meeting, Thursday, November 12, 2020 at 6:30 PM
Regular Village Council Meeting, Thursday, December 10, 2020, at 6:30 PM

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING THE VILLAGE'S 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

The ordinance in its entirety may be inspected at the Office of the Village Clerk during regular business hours, Monday through Friday between 8:00 a.m. and 4:30 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 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 business days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS
Kimberly Wynn, Village Clerk
PUBLISH: October 29, 2020
Lake Worth Herald



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 10.1: Discussion & Approval - Lake Worth Road Storm Drainage System Improvements - Work Authorization No. KA-S01 - Professional Engineering Services - Public Service Department (FY 2021 Budget - General Fund) - Keshavarz & Associates, Inc.

SUMMARY:

The Public Service Department is requesting approval of a Work Authorization KA-S01 with Keshavarz & Associates, Inc. for professional engineering services (i.e. conceptual design and permitting) related to the proposed storm drainage improvements to Lake Worth Road.

In March 2019, the Finding of Necessity report that recommended the establishment of the Palm Springs CRA identified drainage issues as one of a number of infrastructure inadequacies/needs and identified the need for stormwater improvements to facilitate redevelopment within these areas of the Village.

Further, FDOT is currently in the design phase for a Resurfacing, Restoration and Rehabilitation (RRR) project along Lake Worth Road and construction is expected to begin in their Fiscal Year 2022. This proposed project, at this time, does not include stormwater improvements to assist in resolving the drainage problems that exist along the corridor or within the L-12 drainage basin, which is within the Palm Springs CRA - Lake Worth Road District. These significant drainage issues have been on-going for a number of years and there may be an opportunity to identify a resolution and address a major concern that is identified within the CRA's Finding of Necessity.

As a result, Village staff has requested that two (2) segments of drainage pipe be "upsized" (replaced with larger capacity pipes) during the the upcoming FDOT RRR project to provide drainage relief along this roadway as well as within areas of the Village that are identified within the Village's Stormwater Master Plan.

Note: On January 10, 2019, the Village Council approved the Village's Stormwater Master plan, which identified twenty-five (25) specific stormwater conveyance systems (or areas) within the Village that were in need of improvement. This plan noted that there were outfall concerns within the drainage basin that would require improvements to a number of areas within the south end of the Village to improve/resolve the drainage issues that currently exist within this area of the Village. Further, by making the improvements that may be required within Lake Worth Road, the Village would then be able to better address the needs outlined within the Stormwater Master Plan.

Further, staff has been notified that following the completion of the FDOT's RRR project, the District will place a "moratorium" on work within the right-of-way for a 6-year period. Thus, all needed drainage pipe upsizing would not be able to take place until FY 2028/2029. As a result, there is a real need to bring this issue to the Village Council to ensure that this proposed drainage project is completed concurrent with the proposed RRR project that is expected to begin in FY 2022. Additionally, if this project is not completed concurrent with the RRR project, the Village and/or the CRA may be faced with the need to complete drainage improvements using more costly alternatives if the improvements were to fall within the District's moratorium.

Note: This project is identified within the CRA's redevelopment plans - FY2022 to FY2029. By taking on this project now, we would be able to "fast track" this issue, create or promote redevelopment quicker and ultimately work to achieving the CRA's goal of creating more jobs within our community.

As a result, the Village Council is requested to authorize funding to support all requisite professional engineering services and related tasks to provide design, engineering and master plan permitting (i.e., SFWMD, LWDD, PBC, etc.) to be completed by Keshavarz & Associates, Inc. This would enable the Village to establish criteria for the future submittals with detailed plans for construction approvals as well as provide Kesharvarz & Associates with the authorization to work with FDOT to incorporate the pipe size modifications within their RRR project. The proposed tasks and associated costs to provide the professional engineering services to complete this work are as follows:

<u>TASK</u>	<u>COST</u>
Project Orientation, Research, Meetings, and General Conditions	\$19,750
Stormwater Management System Analysis	\$21,805
Conceptual Drainage Improvement Plans	\$18,430
Permitting	\$ 9,530
Coordination with FDOT	\$ 5,530
Reimbursable Expenses (Does not include Permit Fees)	\$ 1,500
TOTAL	\$76,545

If approved, the Village and/or the Palm Springs CRA would be responsible for all costs associated with this project, including design, engineering, permitting and construction. This

proposed project would not (at least at this time) be included as part of FDOT's RRR project.

Note: Only recently, the Village became aware that there was an option to address the existing drainage issues/concerns within the FDOT's RRR project and, as a result, funding to support this project was not included with the Village's or the CRA's FY 2021 Budget. However, funding to support this project may be available within the approved FY 2021 Budget - General Fund (i.e., Contingency, savings from on-going stormwater project(s) and/or potential cost savings from associated with the CRA Redevelopment Plan, which is proposed to be funded within the Planning Zoning and Building department's budget). 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. An internal budget transfer or amendment to support this project above the budgeted amount will be completed within the Water & Sewer Enterprise Fund later, if necessary.

If approved, it is estimated that the proposed design work will take approximately six (6) months from the date the task order is approved and will be completed by April/May 2021.

Note: Funding to support the construction of this project is expected to be added to the Village's FY 2022 proposed 6-Year CIP and the Village's proposed FY 2022 Budget - General Fund.

Staff recommends approval of the proposed Work Authorization KA-S01 with Keshavarz & Associates, Inc. in the amount of \$76,545 for professional engineering services (i.e. conceptual design and permitting) related to the proposed storm drainage improvements to Lake Worth Road.

The proposed work authorization was prepared by Keshavarz & Associates and reviewed by the Planning, Zoning & Building Director, Public Services Director/Engineer, Assistant Public Services Director/Engineer, Finance Director and the Village Attorney.

FISCAL IMPACT:

Funding to support the proposed Lake Worth Road Stormwater System Improvements engineering project is not available within the FY 2021 Budget - General Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Proposed Budget - General Fund	\$ 0

<u>Expected Project Costs:</u>	<u>Amount</u>
Project Request/Cost - Professional Engineering Services	\$ 76,545
Project Request/Cost - Estimated Construction Costs (FDOT Estimate)	<u>\$145,000</u>
Total Expected Project Costs	\$221,545

Note: Only recently, the Village became aware that there was an option to address the existing

drainage issues/concerns within the FDOT's RRR project and, as a result, funding to support this project was not included with the Village's or the CRA's FY 2021 Budget. However, funding to support this project may be available within the approved FY 2021 Budget - General Fund (i.e., Contingency, savings from on-going stormwater project(s) and/or potential cost savings from associated with the CRA Redevelopment Plan, which is proposed to be funded within the Planning Zoning and Building department's budget).

Note: This project is expected to extend into the next fiscal year and will be included within the proposed FY 2022 Budget - General Fund. As a result, the projected construction costs will also be included for approval within the proposed FY 2022 CIP.

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.

An internal budget transfer or amendment to support this project above the budgeted amount will be completed within the Water & Sewer Enterprise Fund later, if necessary.

ATTACHMENTS:

Proposed Work Authorization - Professional Engineering Services - Lake Worth Road Stormwater System Improvements - Kesharvarz & Associates, Inc.

Lake Worth Road Stormwater Improvements - Stormwater Master Plan - Project #1



Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

October 23, 2020

K&A Project No. 20-1350

Attention: Mr. Ronald Eyma, P.E., Public Services Director

Reference: Florida Department of Transportation (FDOT) Lake Worth Road Storm Drainage System Proposed Improvements and Village of Palm Springs 2nd Avenue North Drainage System Improvements

Dear Mr. Eyma:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the professional services associated with the proposed FDOT roadway drainage improvements in coordination with the Village of Palm Springs (Village) Stormwater System associated with 2nd Avenue North.

This area of the Village has been experiencing drainage related concerns for some time that are likely related to limited areas of stormwater attenuation and access to legal positive outfall. Prior to 1960, the Lake Worth Drainage District (LWDD) L-12 Canal was located along the south side of Lake Worth Road; areas north of Lake Worth Road drained into this canal through culverts under the roadway. In the 1960's FDOT relocated the L-12 canal ¼ of a mile south to its current location and provided drainage culverts for the area north of the roadway to by-pass Lake Worth Road and ultimately connect to the L-12 Canal. When FDOT widened Lake Worth Road, they shifted the location of some of these by-pass culverts but included capacity within their drainage system for the areas north of Lake Worth Road. Over time, private developments have limited or cut off access to the by-pass culverts that limit the discharge capability of this area.

FDOT is currently working on drainage related improvements to Lake Worth Road and are offering an opportunity for the Village to assist with the drainage issues north of Lake Worth Road. FDOT has offered to coordinate with the Village to re-evaluate the Lake Worth Road drainage by-pass system, drainage system stub-outs and drainage capacity at these stub-outs/connection points to re-distribute the allocated drainage capacity to specific locations to better accommodate the Village's anticipated drainage improvements.

FDOT appears to be willing to upsize select drainage pipes (funded by the Village) to reallocate existing capacity currently available within the FDOT drainage system. The FDOT has indicated that they will allow the Village to discharge to the bypass culverts that were previously installed and will allow the Village to reallocate the discharge capacity as needed if permits are obtained from SFWMD and LWDD for this work.



Based on a recent conference with the Village, the specific areas that will be further evaluated for future connection to the Lake Worth Road drainage by-pass system are:

1. 2nd Avenue North from Lake Worth Road to Congress Avenue including:

- Pockets of the CRA
- Miller Road
- Riedel Avenue
- Lake Echo Area

2. Davis Road from Lake Worth Road to Montante Boulevard

Specifically, Keshavarz & Associates, Inc. (Consultant) shall provide the following services associated with this project:

1. Project Orientation, Research, Meetings and General Coordination:

The Consultant shall acquire, review and evaluate the available information pertinent to the proposed FDOT drainage system on Lake Worth Road and the Village's roadways, utilities and stormwater management systems. The Village shall provide available record information, GIS database and other pertinent information for consultants use. Consultant shall investigate the availability of similar records from Palm Beach County (PBC) for PBC owned roadways, LWDD and the SFWMD online database.

The Consultant shall generate an exhibit/map of the areas and drainage basin limits that will be further studied, evaluated and incorporated into the drainage boundary contributing to the FDOT by-pass system.

The Consultant shall set up a series of meetings with the local regulatory agencies to review the drainage concerns within the area, update the agencies with the historic drainage patterns within the area specifically related to the relocation of the LWDD L-12 Canal. The purpose of these meetings will be to determine available capacity within the LWDD L-12 Canal and to establish regulatory guidance for allowable discharges to restore the historic drainage capacity within the area. It is assumed that two meetings with LWDD, one meeting with SFWMD, as well as one joint meeting with SFWMD and LWDD will be required. In addition, the consultant shall set up and attend up to two progress and coordination meetings with Village staff for a total of six meetings.

2. Stormwater Management System Analysis:

The Consultant will conduct stormwater management system analyses for the drainage basins and identify proposed improvements on a conceptual basis to mitigate the stormwater related issues (conveyance, storage, water quality, etc.) within the specific drainage areas identified above. At this time, the best available Light Detection And Ranging (LiDAR) data (topography) available from PBC will be used as the basis of the stormwater analysis for each of the specific areas.



The Consultant will provide recommendations for improvements to the stormwater management systems for the specific areas identified above. It should be noted that the recommended improvements may not provide the same level of service/protection as newly designed and constructed stormwater management systems that do not have the limitations that the FDOT may impose on the discharge or by-pass capacity. The Consultant shall meet with the Village to review the recommended improvements prior to proceeding with the schematic phase of this project.

Meetings with the SFWMD and the LWDD will be required to establish the criteria and standards for the design storms and discharge limitations as mentioned previously.

3. Conceptual Drainage Improvement Plans:

The Consultant shall develop conceptual drainage improvement plans and details sufficient for permitting for a conceptual master drainage system environmental resource permit with specific discharge criteria associated with each drainage system that is to be connected to the LWDD L-12 Canal through the Lake Worth Road by-pass drainage system that would be installed by the FDOT.

Preliminary pipe sizing for the by-pass piping on Lake Worth Road shall be determined during this phase for initial coordination with the FDOT relating to the cost and for FDOT construction plan changes.

4. Permitting:

The conceptual drainage improvement plans will be submitted to the SFWMD and the LWDD in the form of a "Master Drainage System Plan" with supporting calculations for purposes of obtaining formal approvals that would establish the criteria for the future submittals with detailed plans for "construction approvals".

At such time as the approvals have been obtained from the SFWMD and the LWDD, these permits and supporting information will be provided to the FDOT as evidence that the pipe sizing and regulatory approvals for the connections to the by-pass piping is feasible and able to be permitted.

5. Coordination with the FDOT

This phase will include coordination and exchange of information with the Village and FDOT relating to the pipe sizing analysis, permitting and cost analysis of the pipe size increases for the by-pass drainage system.

This phase also includes the review of progress construction plans for Lake Worth Road (provided by the FDOT) to compare pipe sizing, drainage structure sizing and type and headwalls and endwalls proposed for the work on Lake Worth Road.



Our fees for the services outlined above shall be as follows:

1. **Project Orientation, Research, Meetings and General Coordination . . \$ 19,750.00**
2. **Stormwater Management System Analysis \$ 21,805.00**
3. **Conceptual Drainage Improvement Plans \$ 18,430.00**
4. **Permitting \$ 9,530.00**
5. **Coordination with the FDOT \$ 5,530.00**
- Estimated Reimbursable Expenses . (EXCLUDES PERMIT FEES) ..\$ 1,500.00**

Total \$ 76,545.00

Please refer to the attached "Manhour Summary" for an itemized breakdown of the anticipated hours and associated fees for each task.

General consultation and other additional services outside the scope outlined in this proposal may be provided to the Village and it's representatives. This item shall also include attendance at meetings in addition to the meeting outlined above and not deemed necessary by the Consultant as part of the services listed above but called for by the Village or its agents. All general consulting services shall be performed upon the Village's request and authorization, and shall be performed on a time and material basis in accordance with the approved Time & Expense Rates within the "Agreement for Professional Services" executed on March 24th, 2016.

Upon your approval and as a notice to proceed, please provide our office with the appropriate Task Order assigned by the Village.

We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our utmost to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Randy Wertepny, P.E.
Vice President



DELIVERABLES

Meeting Summaries.

Digital Copies of Available Records Acquired for the Project

Stormwater Management System Analysis

Conceptual Drainage Improvement Plans

SFWMD and LWDD permits/approvals

SCHEDULE

(Assumes Notice to Proceed Date of October 30, 2020)

Task 1 - Project Orientation and Research	November 16, 2020
Task 2 – Stormwater Management System Analysis	December 15, 2020
Task 3 – Conceptual Engineering Plans	January 7, 2021
Task 4 - Permitting	April 7, 2021
Task 5 - Coordination with the FDOT	April 15, 2021

MANHOUR SUMMARY

F.D.O.T. Lake Worth Road Storm Drainage System Proposed Improvements and Village of Palm Springs 2nd Avenue North Drainage System Improvements

[illegible]



Study Areas

		Total Probable Construction Cost
No.	Description	
1.	2nd Ave North: Lake Worth Rd. to S. Congress Ave.	\$ 1,218,000
2.	Davis Road: 2nd Avenue N. to Canal Rd.	\$ 903,000
3.	Lakewood Road: West of Kirk Rd.	\$ 570,000
4.	Lake Frost	\$ 490,000
5.	Davis Road: Canal Rd. to 10th Ave. N.	\$ 1,270,000
6.	Gulfstream Road: Lake Worth Rd. to 10th Ave. N.	\$ 360,000
7.	Cypress Lane	\$ 310,000
8.	Boatman Street	\$ 160,000
9.	Todd Street	\$ 190,000
10.	Carol & Rex Avenues	\$ 450,000
11.	Bermuda Road	\$ 530,000
12.	Lorene Drive	\$ 280,000
13.	Alice Drive	\$ 500,000
14.	Edwards Avenue	\$ 140,000
15.	Corrigan Court - Lake Worth Rd to Canal Rd	\$ 330,000
16.	Serubi Avenue	\$ 190,000
17.	Coconut Rd	\$ 370,000
18.	Lakewood Road: East of Kirk Rd.	\$ 70,000
19.	Charlotte Street	\$ 70,000
20.	Riedel Avenue	\$ 320,000
21.	7th Avenue North	\$ 340,000
22.	Gulfstream Road: 10th Ave. N. to L-12 Canal	\$ 250,000
23.	Sandra Lane	\$ 150,000
Total		\$ 9,368,000

In addition, it is recommended that the Village conduct a comprehensive assessment of the Village's drainage infrastructure to assess and evaluate needed improvements and replacement to the existing drainage assets and establish a routine maintenance protocol.

Area No. 3 2nd Avenue North: Lake Worth Road to S. Congress Ave.

Standing water conditions have been observed on private property and in the roadway during minor rainfall events. Some areas were observed with standing water long after rainfall events, most notably near the intersections of 2nd Avenue North and Davis Road and 2nd Avenue North and Miller Road.

Area Photos:



Looking south on Davis Rd at intersection with 2nd Ave N



Looking north on Amanda St just north of intersection with 2nd Ave N



Looking northeast on 2nd Ave N at intersection with Davis Rd



Looking southwest on 2nd Ave N just west of intersection with Davis Rd



Looking northeast on 2nd Ave N at intersection with Davis Rd



Looking north on Amanda St at intersection with Tiffany Ct



Parking lot flooding at 3476 2nd Ave N



Parking lot flooding at 3476 2nd Ave N

Existing Conditions:

Historically, drainage from this area may have been directed to the LWDD L-12 Canal south of Lake Worth Road. Modifications to the regional drainage system and improvements to Lake Worth Road which coincided with a relocation of that canal per FDOT record drawings dated 1960 may have resulted in interruption of several drainage connections, leaving portions of the area along 2nd Avenue North without a dedicated means of positive outfall.

Existing drainage facilities are minimal, and include roadside swales with no clear point of outfall. Some drainage appears to be directed into a private surface water system (Lake Echo) at the intersection of 2nd Avenue North and Davis Road. A drainage ditch runs north and south from Lake Echo to the north side of Lake Worth Road that ultimately ties into the FDOT drainage system via a 15" culvert. The drainage ditch appears to direct stormwater runoff north into Lake Echo but could be used as an outfall south into the FDOT system.

Major drainage features in the area include the LWDD L-11 Canal located approximately 2,000 feet north of 2nd Avenue North, Lake Echo located at the intersection of 2nd Avenue North and Davis Road, and the LWDD L-12 located between 1,350 and 1,500 ft south of 2nd Avenue North. The LWDD L-12 canal was originally located along the south side of Lake Worth Road. In 1960, roadway improvements by FDOT included relocating the L-12 approximately 1,250 ft south of its previous location. Based on review of the 1960 record drawings, it appears that the L-12 was a major drainage feature for properties on both sides of Lake Worth Road. Cross-drains were installed in 1960 to provide drainage for areas on the north side of Lake Worth Road with connections that extended south to the relocated L-12 canal. Widening of Lake Worth Road undertaken in 1979 included consolidation of the cross-drains which were routed south through lateral canals and/or piping to the L-12. From review of more recent SFWMD permits, some commercial developments along Lake Worth Road may have utilized or altered some of the cross-drains.

Upon review of the FDOT record drawings for Lake Worth Road a drainage pipe was constructed approximately 600 feet east of Davis Road. Based upon FDOT records, this pipe was designed to allow 34.2 acres north of Lake Worth Road to drain through the system at a maximum rate of 13.65 cfs. Upon review of SFWMD permit information and site investigations, this culvert appears to be blocked and inaccessible. On April 18, 2018 a meeting was held with FDOT to discuss the options for positive outfall. FDOT agreed to work with the Village and provided the design calculations used to determine the capacity available for the area. FDOT indicated that they would allow the Village to tie into the existing Lake Worth Road drainage system, upsizing as necessary, to discharge into their system as originally intended and ultimately to the LWDD L-12 Canal.

There are proposed improvements that the Village is planning on installing that would connect the existing catch basins at Miller Road to the existing Village system that connects to Lake Echo.

A drainage area study was conducted to establish drainage boundaries for tributary areas along 2nd Avenue North and determine the point of outfall. There are several SFWMD permits (ERP) within this area that were considered in establishing the drainage basin boundaries that include:

- 1) Marbella at Palm Springs, Application No.060227-13, issued to Buena Vista Homes of the Palm Beaches, Inc. (“No-Notice General Permit for Activities in Uplands”)
- 2) Palm Beach County Fire Rescue Station No. 31, Application 091029-17, issued to Palm Beach County (“No-Notice General Permit for Activities in Uplands”)
- 3) Padron Brothers, Application No. 010924-7, issued to Robert Padron (“No-Notice General Permit for Activities in Uplands”)
- 4) St. Charles Landings at Palm Springs, Application No. 050701-10, issued to Thomas Twomey, P.E. (“No-Notice General Permit for Activities in Uplands”)
- 5) Pine Needle Park Phase II, Application No. 030801-13, issued to Pine needle Park Homeowners’ Association, Inc. (“Withdrawn”)
- 6) Palm Springs Park of Commerce, Application No. 061215-6, issued to Gonzalez-Musibay Constructors & Land Developers, LLC. (“No-Notice General Permit for Activities in Uplands”)
- 7) C&D Produce, Inc., Application No. 041214-18, issued to CM Design Group, Inc. (“No-Notice General Permit for Activities in Uplands”)
- 8) Lakewood Gardens, Permit No. 83-00161-S, Application No. X000008042, issued to Builders Unlimited. This permit covers the same area as ERP No. 1 from above (“Exemption”)
- 9) Pine Needle Park Subdivision, Permit No. 80-00167-S, Application No. X000006535, issued to Continental Development Corporation, which includes the southern portion of ERP No. 5 from above (“Exemption”)
- 10) Worth Professional Park, Permit No. 83-00137-S, Application No. X000008015, issued to Anttila, Kalevi (“Exemption”)

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200

West Palm Beach, Florida 33401

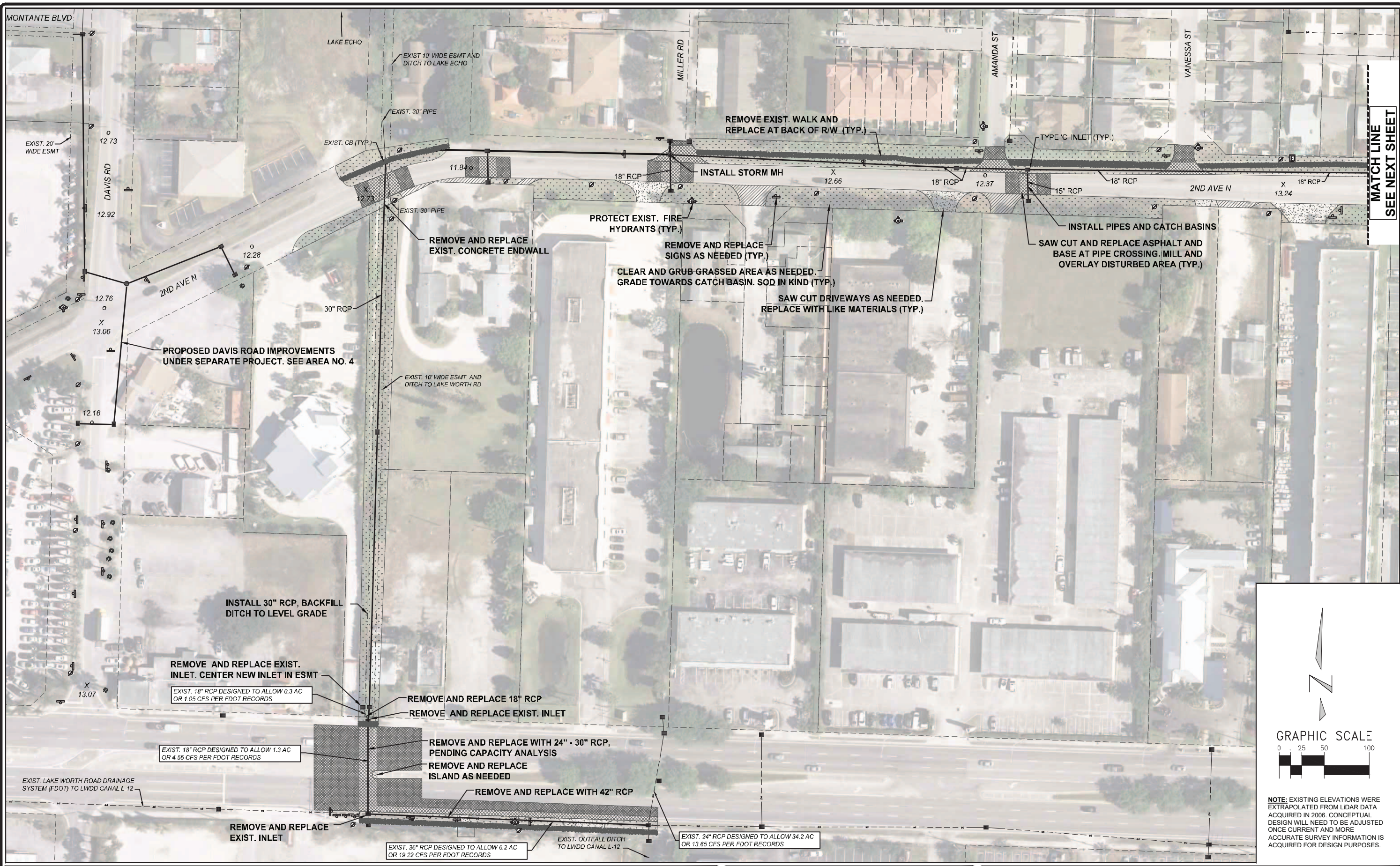
phone: (561) 689-8600

fax: (561) 689-7476

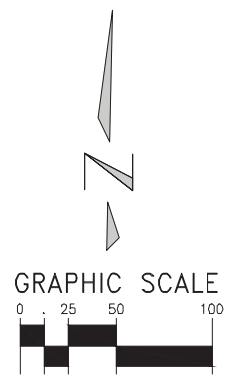
**Area 3: 2nd Avenue North: Lake Worth Rd. to S. Congress Ave. Drainage Improvements - K&A161140****Engineer's Opinion of Probable Cost**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$58,250.00	\$58,250.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	NPDES Compliance	1	LS	\$3,000.00	\$3,000.00
4	Survey Layout and Record Drawings	1	LS	\$8,000.00	\$8,000.00
5	Testing	1	LS	\$7,500.00	\$7,500.00
6	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
7	Protect Existing Power Pole	22	EA	\$250.00	\$5,500.00
8	Protect Existing Tree	2	EA	\$500.00	\$1,000.00
9	Protect Existing Fire Hydrant	4	EA	\$250.00	\$1,000.00
10	Remove and Replace - Existing 4" Concrete Walk	1100	SY	\$100.00	\$110,000.00
11	Remove and Replace - Existing Signs	14	EA	\$450.00	\$6,300.00
12	Remove and Replace 6" Curb	375	LF	\$5.00	\$1,875.00
13	Remove and Replace Existing Concrete Headwall	1	LS	\$3,500.00	\$3,500.00
14	Remove and Dispose Existing Inlets and Culverts	1	LS	\$6,500.00	\$6,500.00
15	Type 'C' Inlet	15	EA	\$2,600.00	\$39,000.00
16	Remove and Replace FDOT Structure	3	LS	\$8,000.00	\$24,000.00
17	Storm Manhole	1	EA	\$2,500.00	\$2,500.00
18	Connect to Existing Structure	3	LS	\$500.00	\$1,500.00
19	15" dia. Class III Reinforced Concrete Pipe	120	LF	\$50.00	\$6,000.00
20	18" dia. Class III Reinforced Concrete Pipe	1950	LF	\$55.00	\$107,250.00
21	24" dia. Class III Reinforced Concrete Pipe	110	LF	\$60.00	\$6,600.00
22	30" dia. Class III Reinforced Concrete Pipe	610	LF	\$75.00	\$45,750.00
23	42" dia. Class III Reinforced Concrete Pipe	320	LF	\$85.00	\$27,200.00
24	Sod	8340	SY	\$4.00	\$33,360.00
25	Swale Restoration	8340	SY	\$8.00	\$66,720.00
26	Roadway Restoration	1400	SY	\$50.00	\$70,000.00
27	Mill and Overlay	3450	SY	\$16.00	\$55,200.00
28	Asphalt Driveway Restoration	700	SY	\$50.00	\$35,000.00
29	Concrete Driveway Restoration	460	SY	\$50.00	\$23,000.00
30	Paver Driveway Restoration	80	SY	\$60.00	\$4,800.00
31	Miscellaneous Restoration	1	LS	\$5,500.00	\$5,500.00
Sub Total					\$785,805.00
Contingency (30%)					\$235,741.50
Survey, Engineering, Design (20%)					\$157,161.00
Other Soft Costs (5%)					\$39,290.25
Total Estimate					\$1,217,997.75

PLOT DATE: JUL 25, 2019 TIME: 1:56PM BY: KVANARMA
 DRAWING: P-16-1140 PS STORMWATER MASTER PLAN K&A DMS CONCEPTUAL DRAWINGS C-161140-C03 2ND AVE N.dwg LAYOUT: SCHEMATIC DESIGN



MATCH LINE
 SEE NEXT SHEET



NOTE: EXISTING ELEVATIONS WERE
 EXTRAPOLATED FROM LIDAR DATA
 ACQUIRED IN 2006. CONCEPTUAL
 DESIGN WILL NEED TO BE ADJUSTED
 ONCE CURRENT AND MORE
 ACCURATE SURVEY INFORMATION IS
 ACQUIRED FOR DESIGN PURPOSES.

LEGEND EXISTING

- sd STORM DRAINAGE
- CB CATCH BASIN
- SM STORM MANHOLE
- WP WOOD POWER POLE
- CL CONCRETE LIGHT POLE
- SP SIGN AND POST
- PBC PARCEL LINE
- PT PALM TREE
- LP LOW POINT PER 2007 LIDAR TOPO DATA
- HP HIGH POINT PER 2007 LIDAR TOPO DATA
- HYDRANT
- EB ELECTRIC BOX

LEGEND PROPOSED

- SD STORM DRAINAGE
- CB CATCH BASIN
- ET EASEMENT
- ET EXFILTRATION TRENCH
- RP ROADWAY PAVEMENT RESTORATION
- CP CONCRETE PARKING/DRIVEWAY RESTORATION
- PP PAVEMENT PARKING/DRIVEWAY RESTORATION
- AP ASPHALT PARKING/DRIVEWAY RESTORATION
- GS GRASS/SWALE RESTORATION

IT'S THE LAW!

CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG

SUNSHINE 811

VILLAGE OF PALM SPRINGS

ENGINEERING & PUBLIC WORKS DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401

Tel: (561) 689-8600
Certificate of Authorization No. 4897

K&A PROJECT No. 16-1140

DESIGNED BY: R. WERTEPNY

DRAWN BY: K. VANARMAN

CHECKED BY: R. WERTEPNY

APPROVED BY: M. KESHAVARZ

DATE: 07/25/18

Task Order No. 212

No.	Date	Description

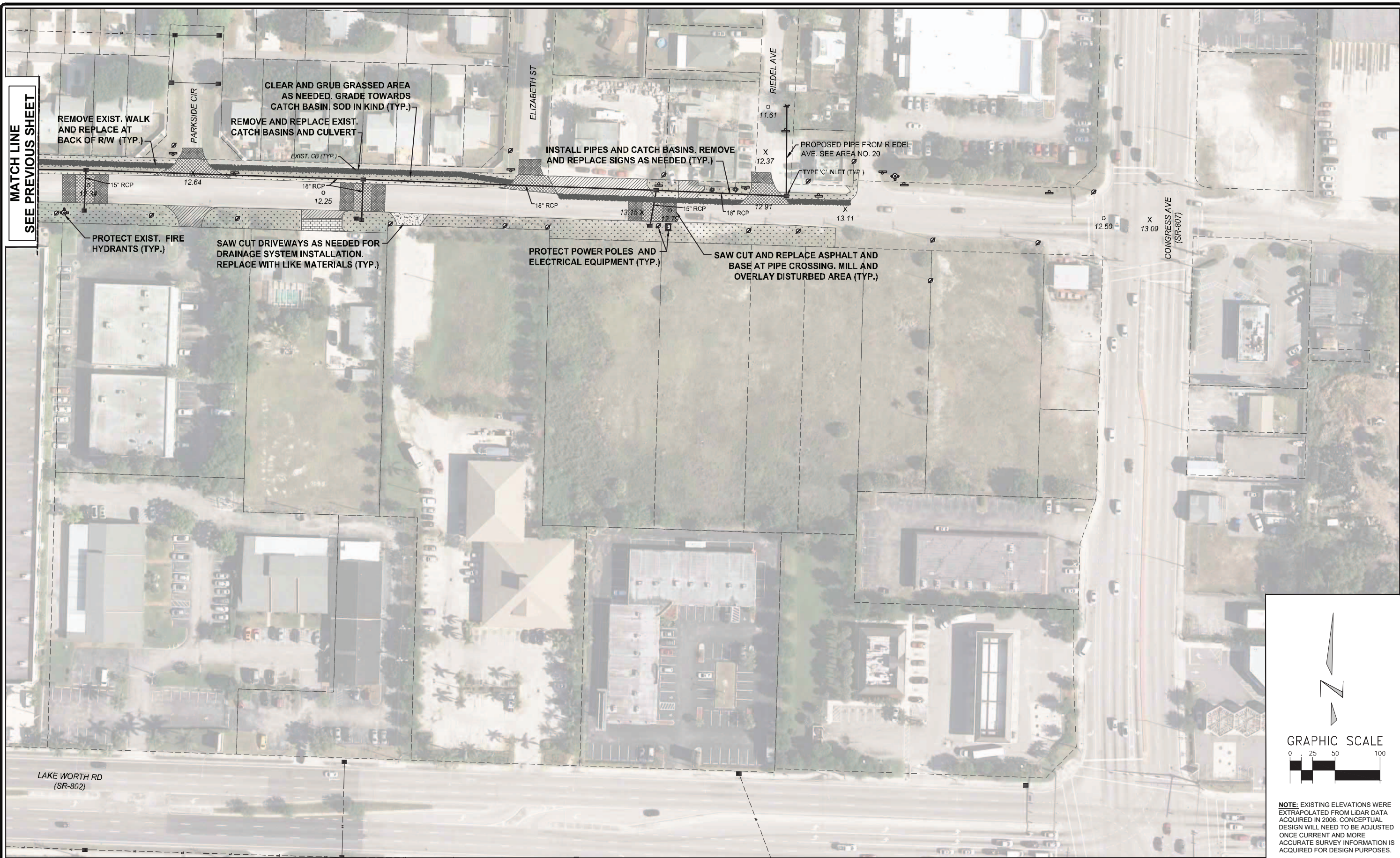
STORMWATER MASTER PLAN

AREA 3 - 2ND AVENUE NORTH SCHEMATIC DESIGN

PROJECT No. 16.1140

SHEET No. C-03A

PLOT DATE: JUL 25, 2018 TIME: 1:56PM BY: KHAMORAW
DRAWING: P-116-1140 PS STORMWATER MASTER PLAN/DWG CONCEPTUAL DRAWINGS-C-161140-C03 2ND AVE N.dwg LAYOUT: SCHEMATIC DESIGN (2)



MATCH LINE
SEE PREVIOUS SHEET

LEGEND EXISTING

- sd STORM DRAINAGE
- CATCH BASIN
- STORM MANHOLE
- ⊕ WOOD POWER POLE
- ⊕ CONCRETE LIGHT POLE
- ⊕ SIGN AND POST

- PBC PARCEL LINE
- PALM TREE
- LOW POINT PER 2007 LIDAR TOPO DATA
- x HIGH POINT PER 2007 LIDAR TOPO DATA

LEGEND PROPOSED

- HYDRANT
- ELECTRIC BOX
- STORM DRAINAGE
- CATCH BASIN
- EASEMENT
- EXFILTRATION TRENCH
- ROADWAY PAVEMENT RESTORATION

- CONCRETE PARKING/ DRIVEWAY RESTORATION
- PAVER PARKING/ DRIVEWAY RESTORATION
- ASPHALT PARKING/ DRIVEWAY RESTORATION
- GRASS/SWALE RESTORATION

IT'S THE LAW!
CALL TWO (2) BUSINESS DAYS
BEFORE YOU DIG
SUNSHINE 811

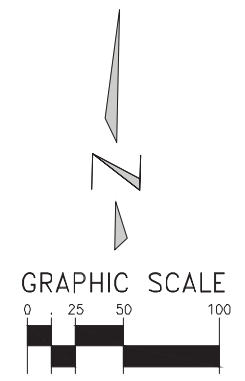


VILLAGE OF PALM SPRINGS
ENGINEERING & PUBLIC WORKS
DEPARTMENT
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461



KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600
Certificate of Authorization No. 4897

K&A PROJECT No. 16-1140
DESIGNED BY: R. WERTEPNY
DRAWN BY: K. VANARMAN
CHECKED BY: R. WERTEPNY
APPROVED BY: M. KESHAVARZ
DATE: 07/25/18

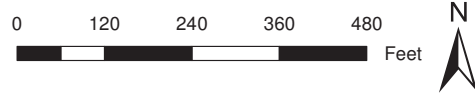
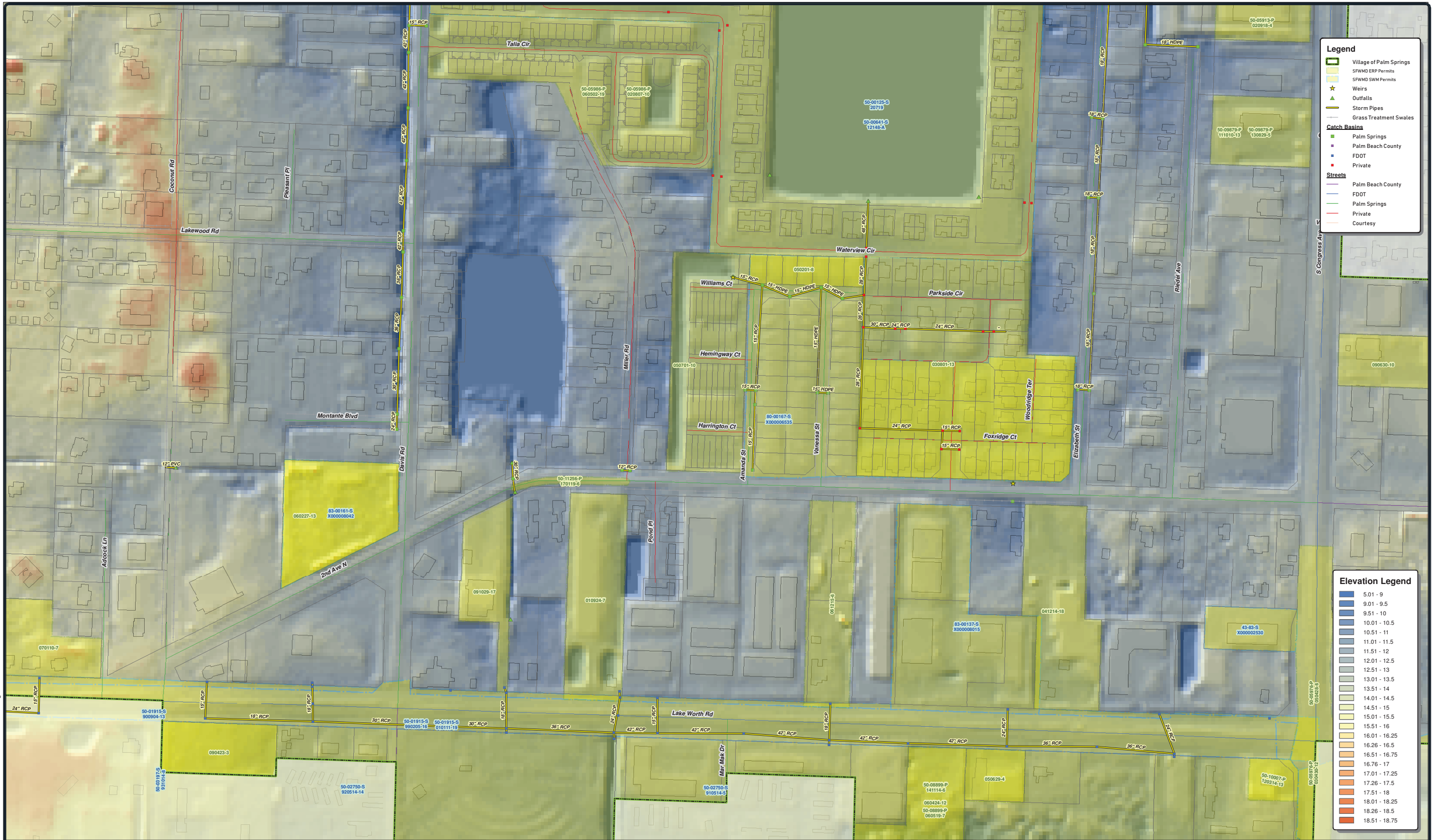


NOTE: EXISTING ELEVATIONS WERE
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Task Order No. 212		
No.	Date	Description

STORMWATER MASTER PLAN
AREA 3 - 2ND AVENUE NORTH SCHEMATIC DESIGN

PROJECT No. 16.1140
SHEET No. C-03B



STORMWATER MASTER PLAN
AREA 3 - 2ND AVENUE NORTH
EXISTING CONDITIONS



THE VILLAGE OF PALM SPRINGS
226 Cypress Lane
Palm Springs, Florida 33461



KESHAVARZ
ASSOCIATES

PROJECT NO: 16-1140
Sheet 1

Recommended Improvements:

A drainage system needs to be installed along 2nd Avenue North from Congress Avenue west to the existing Village system with connections for Miller Road and Riedel Avenue. The existing features include Lake Echo and connect south to the FDOT drainage system along Lake Worth Road. The existing ditch/swale south of 2nd Avenue should be replaced with a piped connection directly into the FDOT drainage system. Two segments of the FDOT drainage system will need to be upsized to increase the maximum capacity, including the pipe crossing Lake Worth Road.

Lake Echo should be evaluated further to determine if this lake is truly a private lake system. If it is determined that Lake Echo is a public lake, several improvements along the lake banks should be considered including bank stabilization and retaining wall repairs.

Regulatory Approvals:

Some discharge from this area may outfall to the LWDD L-11 Canal via the Davis Road drainage system, or to the LWDD L-12 Canal via the Lake Worth Road drainage system. Approval by the Lake Worth Drainage District will be required prior to construction. For properties which may discharge to the L-12 Canal via the Lake Worth Road drainage system, approval by the Florida Department of Transportation will be necessary. SFWMD approval of updated drainage calculations or design drawings may be required for projects where discharge to the LWDD L-12 Canal has been affected by improvements to Lake Worth Road.

Project Cost:

The estimated cost of improvements for 2nd Avenue North is \$1,220,000. A detailed Opinion of Probable Project Cost, Schematic Design drawing, and depiction of the drainage area are attached.