



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, December 10, 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 September 24, 2020 Village Council Regular Meeting Minutes
[1. September 24, 2020 Village Council Regular Meeting Minutes](#)
 - 6.2 Approval of November 12, 2020 Village Council Regular Meeting Minutes
[1. November 12, 2020 Village Council Regular Meeting Minutes](#)
 - 6.3 Approval of 2020 Infrastructure Surtax Projects Annual Report - Village of Palm Springs
[1. Proposed Sales Tax Projects Annual Report \(Final Report\) - FY 2020](#)
 - 6.4 Approve Property Improvement Program (PIP) Matching Grant Awards - 991 Springdale Circle and 449 Los Altos Road
[1. Property Improvement Grant Agreement - 991 Springdale Circle](#)

2. 991 Springdale Circle - Before and After Photos
3. Property Improvement Grant Agreement - 449 Los Altos Road
4. 449 Los Altos Road - Before and After Photos
- 6.5 Resolution No. 2020-36 - Approve Budget Transfer - FY 2021 General Fund - Contingency
 1. Proposed Resolution No. 2020-36 - Budget Transfer
 2. Proposed Budget Transfer - FY 2021 General Fund - Contingency
- 6.6 Approve Main Water Treatment Plant Material Storage Bays Award (Task Order No. 258) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded – Water & Sewer Enterprise Fund) - Republic Construction, Corp.
 1. Proposed Agreement - Material Storage Bays at Main WTP - Republic Construction Corp
 2. Invitation to Bid - Material Storage Bays at Main WTP - ITB No. 2020B-007
 3. Bid Proposal - Material Storage Bays at Main WTP - Republic Construction Corp
 4. Bid Tabulation Form - Material Storage Bays at Main WTP - ITB #2020B-007
 5. Bid Plans - Material Storage Bays at Main WTP - ITB #2020B-007
 6. Bid Specifications - Material Storage Bays at Main WTP - ITB #2020B-007
 7. Addendum No. 1 - Response to Bidder Questions - Material Storage Bays at Main WTP - ITB #2020B-007
 8. Material Storage Bays at Main WTP - FY2021 CIP Form
- 6.7 Authorize Vehicle Purchase - Piggyback - Public Service Department (FY 2021 Budget Funded) - Florida Sheriff's Association/Florida Association of Counties (Duval Ford)
 1. Vehicle Quotes - 2020 Ford F-250 - Duval Ford - Public Works & Utilities
 2. Contract Terms & Conditions (FSA20 - VEL28.0)
 3. Award Letter (FSA20 - VEL28.0)
 4. Invitation to Bid/Advertisement Solicitation Announcement (FSA20-VEL28.0)
- 6.8 Authorize Vehicle Safety Equipment Purchase and Installation – Piggyback - Police Department (FY 2021 Budget Funded) - Strobes-R-Us
 1. Proposed Agreement for the Purchase and Installation of Emergency Equipment - Strobes-R-Us
 2. Broward Sheriff's Office - Emergency Equipment for Law Enforcement Vehicles - RFP #18006AG
 3. Approval to Piggyback - Strobes-R-Us
 4. Village Code of Ordinances -Section 58-9 Assessing Contracts of Other Government Agencies
 5. Proposed Equipment and Installation Quotes - Strobes R Us
- 6.9 Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2020 Budget Funded) - WatchGuard
 1. Proposed In-Car Camera Equipment Quote - WatchGuard
 2. Sole Source Letter - WatchGuard In-Car Cameras
 3. Section 58-10 Village Standard Purchasing Code

- 6.10 Authorize Vehicle Computer Equipment Purchase – Cooperative Purchase (Piggyback) - Police Department (FY 2021 Budget Funded) - DataSource Mobility
1. Proposed Agreement - Data Source Mobility
 2. NPCA Award Letter - SYNEX
 3. Letter of Authorization - DataSource Mobility as an Authorized Reseller - SYNEX
 4. Approval to Piggyback - DataSource Mobility
 5. Proposed Price Quote - DataSource Mobility
 6. Terms and Conditions - NPCA
 7. NPCA Membership - Village of Palm Springs
 8. Florida Interlocal Cooperation Act of 1969 - Chapter 163.01, Florida Statute
 9. NPCA Membership Submitted Bid Documents
 10. NPCA Invitation for RFP Specifications - Advanced Technology Solutions
- 6.11 Authorize Vehicle Purchase - Piggyback - Parks and Recreation Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Duval Ford)
1. Florida Sheriffs Association Bid Advertisement FSA20-VEL28.0 Pursuit
 2. Florida Sheriffs Association - Bid Award Letter FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
 3. Florida Sheriffs Association Bid Award Contract
 4. Village of Palm Springs Vehicle Proposal
- 6.12 Approve Change Order #1 (Task Order #255) - Park Connector Pathway Phase I Davis Road - Parks and Recreation Department (FY 2021 Budget Funded - General Fund) - Wantman Group, Inc.
1. Proposed Change Order - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group
 2. Task Order #255 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group
 3. CIP Form - Park Connector Pathway

END OF CONSENT AGENDA

7. PRESENTATIONS

- 7.1 World Aids Day Proclamation - December 2, 2020
1. Proclamation - World AIDS Day

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. 2020-18 - Village Code Amendment - Chapter 34 - Traffic Calming Measures (*Second Reading*)
1. Proposed Ordinance No. 2020-18 - Traffic Calming
 2. Proposed Village Traffic Calming Policy Summary
 3. Thoroughfare Plan Maps and Roadway Functional Classifications

4. Palm Beach County Traffic Calming Policy (1997)

9.2 Ordinance No. 2020-19 - Village Code Amendment - Chapter 34 - Special Assessments (*Second Reading*)

1. Proposed Ordinance No. 2020-19 - Special Assessments
2. Lake Worth Herald Advertisement for Ordinance No. 2020-19

9.3 Ordinance No. 2020-20 - Comprehensive Plan Text Amendment - Capital Improvements Element - Annual Update to Five-Year Capital Improvement Plan (CIP) (*Second 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)
3. Lake Worth Herald Advertisement for Ordinance No. 2020-20

10. ACTIONS AND REPORTS

10.1 Temporary License Agreement - Twenty (20) Temporary/Seasonal Storage Container/Trailers for Five (5) Years (2020-2025) - 2765 10th Avenue North (Walmart)

1. Wal-Mart's 6th Request for Seasonal Storage Containers/Trailers (5 Years)
2. Proposed Wal-Mart Temporary Storage Containers/Trailer Layout/Plan
3. 2011 Approved Site Plan - Wal- Mart
4. 2019 Temporary License Agreement - Wal--Mart - 11 Temporary Storage Containers/Trailers
5. Current Photos - Wal-Mart Parking Lot - Existing Temporary Storage Containers/Trailers

10.2 Approve 2021 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

1. Proposed 2021 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs
2. Approved 2021 Legislative Action Agenda - Florida League of Cities

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

THURSDAY, JANUARY 14, 2021, 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.



AGENDA
VILLAGE COUNCIL MEETING
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
SEPTEMBER 24, 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 Brian Shutt
- Village Clerk Kimberly Wynn

1. CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:30 PM

2. ROLL CALL

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

Absent: None

Present: Village Manager Richard Reade, Village Attorney Brian Shutt, Village Clerk Kimberly Wynn, Planning, Zoning, and Building Director Kim Glas-Castro, Police Chief Tom Ceccarelli, Finance Director Rebecca Morse, Parks and Recreation Director Justin Lucas, Library Services Director Suvi Manner, Director of Public Service Ron Eyma and Assistant Director of Public Service Chad Girard, Information Technology Director Thomas Cook.

3. INVOCATION

The Village Manager Reade led the Invocation

4. PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance

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

Village Manager Reade asked to add Item 7.1., James Jamison - 100 Years Old Proclamation to the Presentation agenda as an Addendum. He also asked that Item 9.3., Ordinance No. 2020-5, Village Code Amendment - Utility Amendment - Utility Rates (Second Reading), be moved to the November 12, 2020, Regular Village Council Meeting. Lastly, Mayor Smith requested that Item 10.1. Fifth Amendment to the Village Manager Agreement be moved to the October 8, 2020, Village Council Meeting.

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

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

6.1 Approval of Village Council Meeting Schedule - FY 2021

6.2 Approve Property Improvement Program (PIP) Matching Grant Awards - 3430 Gulfstream Road and 444 Davis Road

- Property Improvement Grant Agreement - 3430 Gulfstream Road
- 3430 Gulfstream Road - Before and After Photos
- Property Improvement Grant Agreement - 444 Davis Road
- 444 Davis Road - Before and After Photos

6.3 Approve Transportation/Mobility Plan Agreement (Task Order No. 288) - Professional Engineering Services - Planning, Zoning & Building Department (Proposed FY 2021 Budget - General Operating Fund) - Corradino Group, Inc.

- Proposed Task Order No. 288 - The Corradino Group
- The Corradino Group Brochure
- Example Deliverable - Cutler Bay Transportation Master Plan
- Example Deliverable - Cutler Bay Complete Streets Report
- Map of Federal Aid Highway System
- Agenda Executive Brief - Village Council Meeting - July 9, 2020

6.4 Approve Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Amendment

- Proposed SEIU Agreement Amendment - FY 2018-2021
- SEIU Membership Ratification E-mail – Rodrigo Hidalgo
- SEIU Membership Notice of Vote

6.5 Resolution No. 2020-30 - Amend Schedule of Fees

- Proposed Resolution No. 2020-30 - Amend Schedule of Fees - Proposed Fee Schedule - FY 2020
- Proposed Fee Schedule - FY 2020

6.6 Approve, Auto & Truck Parts, Equipment, Accessories, Supplies & Services - 1st Amendment - Cooperative Purchase (Piggyback - Renewal) Public Service Department (FY 2021 Budget Funded) Genuine Parts Company/NAPA Integrated Business Solutions (IBS)

- Proposed 1st Amendment to Agreement - NAPA
- NAPA Approval to Piggyback
- Sourcewell - Letter of Agreement to Extend Contract NAPA
- Sourcewell Membership Certificate

6.7 Approve Sodium Hypochlorite Contract - 1st Amendment (Piggyback - Renewal) - Public Service Department (FY 2021 Budget Funded) – Allied Universal Corporation

- Proposed 1st Amendment to Agreement - Allied Universal Corp.
- Approval to Piggyback - Allied Universal Corp.
- Charlotte County - Administrative Contract Renewal (Renewal)

6.8 Authorize Lot Clearing & Mowing Services Contract - Piggyback - Public Service Department (FY 2021 Budget Funded) – Doves All Services

- Proposed Agreement - Dove's All Services
- Approval to Piggyback - Dove's All Services
- Approval to Piggyback - City of West Palm Beach
- City of West Palm Beach - Contract Award Doves All Services
- City of West Palm Beach - Invitation to Bid - Lot Clearing Services
- City of West Palm Beach - Bid Tabulation - Lot Clearing Services

6.9 Resolution No. 2020-31 - Public Nuisance Abatement Program - Record Special Assessment Liens (Village Abatement Costs)

- Proposed Resolution No. 2020-31 - Outstanding Nuisance Abatement Liens "Exhibit A" - Lien Calculations

- Section 10-22 - Procedure for Enforcement of a Nuisance
- Lake Worth Herald Advertisement - January 9 and January 16, 2020

6.10 Resolution No. 2020-32 - Approve Utility Accounts Write-Offs - Public Service Department (FY 2020)

- Proposed Resolution No. 2020-32 Utility Write-Offs from 2016
- Village of Palm Springs Utilities Write-Off Journal - FY 2020
- Raffetis Report on the Financial Impact of the COVID-19 Crisis on U.S. Drinking Water Utilities
- Village Code of Ordinances Section 78 Billing Delinquencies
- Florida State Statutes Section 95-11 Limitations Other Than for the Recovery of Real Property

END OF CONSENT AGENDA

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

7. PRESENTATIONS

7.1 James Jamison - 100 Years Old Proclamation (ADDENDUM)

- James Jamison Proclamation

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. 2020-14 - Establish FY 2020-2021 Millage Rates - Operating & Debt Service (*SECOND READING*)

- Proposed Ordinance 2020-14 - Establish FY 2021 Millage Rates - Operating & Debt Service
- Form DR-420 - Certification of Taxable Value
- Form DR-420MMP - Maximum Millage Levy Calculation
- Form DR-420Debt - Certification of Voted Debt Millage
- Form DR- 420TIF - Certification of Palm Springs Community Redevelopment Agency (CRA) Taxable Increment Value

Approve Mayor Pro Tem Ready made a motion to approve Ordinance No. 2020-14, seconded by Vice Mayor Waller. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, Mayor Smith - Yes. The motion carries 5-0.

Mayor Smith introduced this item. Village Clerk Wynn read the statement of advertisement into the record. The Village Manager Reade stated that staff presented their presentation at First Reading on September 10, 2020. Village Attorney Shutt read the title of the caption into the record.

Mayor Smith offered the public and Council an opportunity to speak on this item; there were no additional comments.

Mayor Pro Tem Ready made a motion to approve Ordinance No, 2020-14, seconded by Vice Mayor Waller. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, Mayor Smith - Yes. The motion carries 5-0.

9.2 Ordinance No. 2020- 13 - Adopt FY 2021 Budget (*SECOND READING*)

- [Proposed Ordinance No. 2020-13 - FY 2021 Budget](#)
- [Proposed FY 2021 Budget Summary Advertisement - Palm Beach Post](#)
- [FY 2021 Budget Message from the Village Manager](#)
- [Village of Palm Springs - Full Organizational Chart](#)

Council Member Gunther made a motion to approve Ordinance No, 2020-13, seconded by Council Member Brinkman. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, Mayor Smith - Yes. The motion carries 5-0.

Mayor Smith introduced this item. Village Clerk Wynn read the statement of advertisement into the record. The Village Manager Reade stated that staff presented their presentation at First Reading on September 10, 2020. Village Attorney Shutt read the title of the caption into the record.

Mayor Smith offered the public and Council an opportunity to speak on this item; there were no additional comments.

Council Member Gunther made a motion to approve Ordinance No, 2020-13, seconded by Council Member Brinkman. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, Mayor Smith - Yes. The motion carries 5-0.

9.3 Ordinance No. 2020-15 - Village Code Amendment - Utility Rates
(SECOND READING) POSTPONED

- 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

10. ACTIONS AND REPORTS

10.1 FIFTH AMENDMENT TO THE VILLAGE MANAGER AGREEMENT
(ADDITIONAL INFORMATION WILL BE PROVIDED BEFORE THE COUNCIL MEETING) POSTPONED

11. VILLAGE MANAGER COMMENTS

The Village Manager thanked staff for their hard work on the budget and asked Ms. Morse to give an overview on the current state of the budget. Ms. Morse reported that overall, the Village was in good standing with the budget. We are financially sound currently. Mr. Eyma gave an update on Public Works on the maintenance of the water source in the Village. He discussed his comfort with how our plants operate and how we remain in compliance. Mrs. Suvi Manner, Director of Library Services announced that she is leaving the Village, but she would continue to be active in the community. A letter from Ms. Peggy Van Arnhem was read into the record thanking her for her contributions to the library.

12. VILLAGE COUNCIL COMMENTS

The Council wished Mrs. Manner well in her future endeavors and told her she would be missed. Mayor Pro Tem Ready reported his activities since the last Council meeting which included a swearing in ceremony at the Police Department. Council Member Gunther thanked staff again and reiterated that Mrs. Manner's replacement had very big shoes to fill. Council Member Brinkman talked about a recent meeting with the Transportation Planning Agency (TPA) where wider sidewalks were discussed. They also discussed access from Lake Worth Road to HRC2. Vice Mayor Waller concurred with everyone that Mrs. Manner would be missed. Vice Mayor Waller asked about the Foxtail Palm Park ribbon cutting ceremony. Mr. Lucas said staff had it planned for a weekend or evening to accommodate Council Member Brinkman and Council Member Gunther. She also thanked Ms. Morse for her hard work on the budget. Mayor Smith complimented Public Works on the plexi-glass dividers used in the Council Chambers. She thanked Mrs. Manner for her creativity in the Library.

13. ADJOURNMENT

Hearing no further business Mayor Smith adjourned the meeting at 7:21 PM

ATTEST:

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **September 24, 2020**. Which minutes were formally approved and adopted by the Village Council on **December 10, 2020**.

Kimberly M. Wynn, Village Clerk

Next Meeting
Thursday, October 8, 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 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 to request such assistance.

DRAFT



AGENDA

VILLAGE COUNCIL MEETING

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

NOVEMBER 12, 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 Bev Smith called the Village Council Regular Meeting to order at 6:47 PM.

2. **ROLL CALL**

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

Absent: None

Present: Village Manager Richard Reade, Village Attorney Brian Shutt, Village Clerk Kimberly Wynn, Planning, Zoning, and Building Director Kim Glas-Castro, Police Chief Tom Ceccarelli, Finance Director Rebecca Morse, Parks and Recreation Director Justin Lucas, Director of Public Service Ron Eyma and Assistant Director of Public Service Chad Girard, Information Technology Director Thomas Cook

3. INVOCATION

The Village Manager Reade led the Invocation.

4. PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

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

The Village Manager stated October 8, 2020, Village Council meeting minutes were dated incorrectly on the agenda. Item 6.18., Dissolve Emergency Resolution No. 2020-34 - Declaration of State of Emergency within the Village of Palm Springs, Tropical Storm Eta, was added to the Consent Agenda as an addendum. A proclamation in honor of Charles "Chuck" Shaw's retirement was added as an addendum to the Presentation agenda Item 7.1.

Council Member Gunther made a motion to approve the Consent Agenda as amended, seconded by Mayor Pro Tem Ready. The motion carries 5-0.

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

- [October 8, 2020, Village Council Regular Meeting](#)

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

- [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

6.3. Appointment to the Property Improvement Program (PIP) Selection Committee

- PIP Reassignment - Ms. Indira Saffadid-Bertarioni to Officer Frank Castro
- Resolution No. 2015-16 - Establishing the Property Improvement Program (PIP) Program

6.4. Approve Library Annual Plan - FY 2020-2021

- 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

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

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

- 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

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.

- 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

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

- 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

6.9. Authorize Submersible Pump Purchase - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Xylem Water Solutions USA

- Quote - Xylem Water Solutions USA, Inc.
- Xylem Water Solutions USA, Inc. - Agreement - Approved July 2018

6.10. Approve Replacement Resin Disc Pumps Purchase – Best Interest Acquisition – Public Service Department (FY 2021 Budget Funded – Water & Sewer Enterprise Fund)

- Proposed Agreement - Gerber Pumps International, Inc.
- Price Quote - Gerber Pumps International, Inc.

6.11. Approve Pebble Quicklime Purchase Agreement - Cooperative Purchasing (Piggyback) - Public Service Department (FY 2021 Budget Funded) - Lhoist North America of Alabama, LLC

- Proposed Agreement - Lhoist North America of Alabama, LLC.
- City of Tamarac - Executed Contract
- City of Tamarac - Invitation to Bid
- City of Tamarac - Bid Responses

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.

- Proposed Purchase Quote - Aqseptence Group, Inc.
- Approved Agreement - Aqseptence Group - March 2020
- Price List - Aqseptence Group, Inc.

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

- 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

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.

- 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

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

- 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

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.

- Proposed Change Order No. 1 - Foster Marine (Task Order No. 218)
- Exhibit to Change Order No. 1 (Foster Marine)
- Original Agreement - Foster Marine

6.17. Approval of Insurance Renewal (FY 2021) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)

- 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

- [Email Terminating the Local State of Emergency - November 9, 2020](#)
- [Proposed Resolution No. 2020-34 Declare a State of Emergency - Tropical Storm Eta](#)

END OF CONSENT AGENDA

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

7. PRESENTATIONS:

7.1. Proclamation - Charles "Chuck" Shaw Retirement **(ADDENDUM)**

Mayor Smith read the proclamation into the record and gave comments about Mr. Shaw. Mr. Shaw thanked everyone and offered his volunteer services for the Village. Village Manager Reade spoke about the impact Mr. Shaw's service in the community, made on multiple projects in the Village like the Back-to-School program that was launched in response to COVID-19.

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

Mayor Smith offered the public an opportunity to speak on agenda and non-agenda items.

Johnnie Tieche 305-Winged Foot Drive – Mr. Tieche complimented Mr. Lucas on the Foxtail Palm Park improvements. He then asked if anything could be done about the swales in the area. The asphalt in the parking lot needed to be looked at because it may not have been properly placed. Mr. Tieche talked about the dip in the sidewalk near the Village Hall complex next to the park. Mr. Tieche commented on how he enjoyed the Halloween festivities (Trunk-Or-Treat). However, when he went home later that night, he noticed a speeding car in his

neighborhood. He wanted to report the speeding car on the Civic Engagement platform; however, the system was not working properly. Mr. Tieche also talked about the number of trailers that were appearing around Walmart (possible holiday shopping). He recalled a temporary permit used the previous year and asked if that would be the case this year. He suggested a warehouse to help with the numerous trailers.

The Village Manager addressed the "dip" in the sidewalk. He said that it would be inspected. The sidewalk may involve FDOT because of the permitting. Brinkman discussed the unacceptable parking in front of the church and the drainage issues.

Hearing no further comment Mayor Smith closed Public Comment.

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*) (*Quasi-Judicial Hearing*)

- [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 \(CIP\)](#)

Mayor Smith asked the Council to disclose if there was an ex parte communication; there was none. She asked if there was anyone present (besides staff) to give sworn testimony; no one was present. Village Clerk Wynn read the statement of advertisement into the record. Village Manager Reade read staff's presentation into the record. Village Attorney Torcivia read the title of the caption into the record. Mayor Smith opened the meeting to public comment; there was none.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2020-20 on First Reading, seconded by Vice Mayor Waller. The motion carries 5-0.

9.2. Ordinance No. 2020-17 - Comprehensive Plan Amendment - Gulfstream Road Overlay (*First Reading*) (*Quasi-Judicial Hearing*)

- 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

Mayor Smith asked the Council to disclose if there was an ex parte communication; there was none. There were no applicants present to give sworn testimony. Village Clerk Wynn read the statement of advertisement into the record. Village Manager Reade presented staff's presentation. Mayor Smith opened the meeting for Council and public discussion. Discussion ensued about the requirement of workforce housing. Ms. Glas-Castro stated that there was no requirement. Council Member Gunther inquired if adequate notice was provided. Staff confirmed that adequate notice was provided. Hearing no further comments or questions closed public comment.

Council Member Gunther made a motion to approve Ordinance No. 2020-17 on First Reading, seconded by Council Member Brinkman. The motion carries 5-0.

9.3 Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*First Reading*)

- Proposed Ordinance No. 2020-16 - Gulfstream Road Overlay
- Public Hearing Notification - Village of Palm Springs

Mayor Smith asked the Council to disclose if there was an ex parte communication; there was none. The Village Clerk swore in the applicant, Mr. Kevin McGinley, the Developer. The Village Manager read staff's presentation into the record. Mr. McGinley did not have a presentation; however, he advised that he was available for questions from Council. Council Member Brinkman

discussed the “opting out language” that was included in the ordinance. Mrs. Glas-Castro explained that the language can be misinterpreted as it reads, but the language should give the option to “opt-in”. Further discussion ensued about satellite dishes, sidewalks in the right-of-way, traffic study, and stormwater drainage in the area. With regards to the traffic study, Mrs. Glas-Castro advised that it is required for all new development. Hearing no further comments, Mayor Smith closed public comment.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2020-16 on First Reading, seconded by Vice Mayor Waller. The motion carries 5-0.

9.4. Ordinance No. 2020-18 - Village Code Amendment - Chapter 34 - Traffic Calming Measures (*First Reading*)

- [Proposed Ordinance No. 2020-18 - Traffic Calming](#)
- [Palm Beach County Traffic Calming Policy \(1997\)](#)
- [Proposed Village Traffic Calming Policy Summary](#)

Village Manager Reade read staff's report into the record. Mayor Smith opened the meeting for Council discussion and public comment. Vice Mayor Waller asked if an outside company would be contracted to install, inspect, and maintain the traffic calming devices. Mayor Pro Tem Ready inquired if the Transportation Mobility Committee group had input on the ordinance. Council Member Gunther understood the concept and mechanism; however, he did not support speed bumps

Vice Mayor Waller asked if an outside company would do the work like the inspections and installations. Ready asked about the transportation mobility study being a part of this group. Gunther said that he understood the mechanism, but he did not support speed bumps.

Council Member Brinkman asked what were considered Village-funded and neighborhood-funded accounts. It was not clear in the information provided. She asked if supplemental information could be provided by staff before the second reading. Council questioned if there were a lot of areas that could potentially qualify for speed

bumps in the Village. They asked how private roads would be handled versus public roads. Mayor Smith asked the public if there were any comments.

1. Johnnie Tieche – 305 Wingedfoot Drive – Mr. Tieche talked about the location of the speed bumps in the area. He also had a concern about public safety. If public safety vehicles had to get to a location quickly, the speed bumps could be a challenge. Low riding sports cars may also have a problem with speed bumps.

Hearing no further public comment Mayor Smith closed public comment. Further discussion ensued among the Council. The Village Attorney read the title of the caption into the record.

Vice Mayor Waller made a motion to approve Ordinance No. 2020-18 on First Reading, seconded by Mayor Pro Tem Ready. The motion carries 5-0.

9.5. Ordinance No. 2020-19 - Village Code Amendment - Chapter 34 - Special Assessments (*First Reading*)

- [Proposed Ordinance No. 2020-19 - Special Assessments](#)

The Village Manager read staff's presentation into the record. Village Attorney Torcivia read the title of the caption into the record. Mayor Smith opened the meeting up for Council and public comment; there was none.

Council Member Gunther made a motion to approve Ordinance No. 2020-19 on First Reading, seconded by Council Member Brinkman. The motion carries 5-0.

9.6 Ordinance No. 2020- 15 - Village Code Amendment - Utility Rates (*Second Reading*)

- [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](#)

Mayor Smith introduced this item and inquired if there had been a statement of advertisement. Village Clerk Wynn advised that Ordinance No. 2020-15 was advertised in the Lake Worth Herald. Village Manager Reade advised the Council that staff's presentation was presented on First Reading (September 10, 2020). He reiterated some key dates like the rates from Ordinance No. 2020-15 would be in effect as of December 1, 2020. Customers will see the new rates on their bills as of January 1, 2021.

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith opened the meeting up for public and Council discussion. Council Member Gunther questioned if there was public feedback about the new rates. Mr. Eyma stated that to the best of his knowledge, there were no inquiries.

Hearing no further questions Mayor Smith closed public comment.

Council Member Brinkman made a motion to approve Ordinance No. 2020-15, seconded by Vice Mayor Waller. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, Mayor Smith - Yes. The motion carries 5-0.

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.

- 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

The Village Manager introduced this item. Then he advised Council that Mrs. Glas-Castro and Mr. Eyma would do a presentation and answer any questions. Mrs. Glas-Castro gave a brief overview of her PowerPoint presentation that detailed the challenges on the Lake Worth Road Corridor and the RRR drainage system. Once she completed the presentation, she answered questions from the Council.

The Council asked if there was a deadline to complete the project. Council Member Gunther talked about the Florida Department of Transportation's (FDOT) deadline. He also elaborated about the area in question. He was very familiar with the issues they had with drainage. Council and Mrs. Glas-Castro talked about budgets and grants for the project. Council Member Brinkman questioned how KCI Technologies would be incorporated into the project. Staff explained their plan. Council Member Brinkman said she is in favor of the project but wanted Keshavarez to be mindful of the Village's target date to have the project complete. Mr. Eyma stated that 30% of the work would be completed.

Council Member Brinkman made a motion to approve to move forward with this project, seconded by Council Member Gunther. The motion carries 5-0.

11. VILLAGE MANAGER COMMENTS

Village Manager Reade gave an overview of the holiday events that would take place in the Village in November and December. He mentioned that Mr. Lucas was notified Parks and Recreation would receive a grant towards Foxtail Palm Park from SWA. He thanked staff for their hard work during Tropical Storm Eta.

12. VILLAGE COUNCIL COMMENTS

Village Council gave an update of their activities around the Village. The Council watched the “Read for the Record” video that was submitted to the Florida League of Cities.

13. ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:46 PM.

**Next Meeting *Thursday*
*December 10, 2020, at 6:30 PM***

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 **November 12, 2020**. Which minutes were formally approved and adopted by the Village Council on **December 10, 2020**.

Kimberly M. Wynn, Village Clerk

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



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Administration

ITEM 6.3: Approval of 2020 Infrastructure Surtax Projects Annual Report - Village of Palm Springs

SUMMARY:

The Village Council is requested to approve the required FY 2020 Infrastructure Projects Annual Report (Resolution 2017-06 - Section 3.). This report provides an update on the status of each project that was previously approved by the Village Council as part of the Village's Capital Improvement Plan (CIP) and reviewed by the Citizen Committee (November 18, 2020) to ensure compliance with all state, County and Village surtax funding requirements.

The proposed report includes an update on the following projects:

Public Service-Public Works:

- New Bike Lanes - Congress Avenue (2nd Avenue south to 6th Avenue)
- Pedestrian Safety Enhancements - (Congress Avenue and 10th Avenue)

Police Department:

- Police Department Building Expansion (Design and Engineering)

Parks and Recreation:

- Sago Palm Park Improvements
 - Kayak Launch
 - Renovate/Replace Restroom
 - Replace metal Pavilions (1) one large group pavilion
 - Replace Metal Pavilions (1) one small group pavilion
 - Install New Playground Equipment

- Install Playground Shade Structure
- Surfacing/landscaping
- ADA Sidewalk
- Renovate the entryway into Sago Palm Park
- Parking Improvement
- Sabal Palm Park - Bathroom Facilities - **Completed July 2020**
- Royal Palm Park - New Fishing Dock
- Lakewood Garden Park - Install Playground Shade Structure
- Village Center - Install Playground Shade Structure
- Village Complex - Ballfield Turf Grass Renovations
- Purchase two (2) New Buses (Completed - May 2019) - **Wrap installed and completed September 2020**
- Property Purchase - Community Center

The Infrastructure Surtax Citizen Oversight Committee considered the proposed 2020 Annual Report during their November 18, 2020 meeting and recommended approval.

The proposed FY 2020 Annual Report was prepared by the Senior Administrative Manager with the assistance of the Parks and Recreation Director, the Police Chief, the Assistant Public Service Director, the Public Service Department Project Manager and reviewed by the Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Sales Tax Projects Annual Report (Final Report) - FY 2020



Village of Palm Springs
Infrastructure Surtax Projects Annual Report
Fiscal Year 2020

* Please note COVID-19 has impacted the timeline for many projects causing delays and/or change in fiscal year start date.

Public Service - Public Works:

New Bike Lanes – Congress Avenue (2nd Avenue South to 6th Avenue)

- This project is included in the Villages Capital Improvement Projects for FY 2022. Discussions with the Florida Department of Transportation and Palm Beach County Roadway are planned for the near future to discuss the project and the permitting agencies requirements.

Pedestrian Safety Enhancements - Congress Avenue & 10th Avenue N

- This project is included in the Villages Capital Improvement Projects for FY 2022. Discussions with the Florida Department of Transportation and Palm Beach County Roadway are planned for the near future to discuss the project and the permitting agencies requirements.

Police Department:

Police Department Building Expansion (Design and Engineering)

- Architect representatives conducted a site visit of the police department and took numerous photos of the interior and exterior of the building. A brief meeting to review the space needs and finalize some of the numbers. The meeting allowed the architect to verify the Needs Assessment / Programming for the facility. After the meeting, the architect analyzed the program data and developed several “big picture” options for the project approach.

A meeting was held to review the approach options to eliminate any direction that should not be further pursued.

After receiving all three design options the proposed costs did not meet the initial budget projected. A revised presentation document was received reducing the overall project cost and proposed square footage to better align with the available budget. Revisions included site approach, budget adjustments, and program changes.



Staff is currently reviewing the latest revisions to discuss the next steps going forward.

Parks & Recreation:

The below park projects are ongoing and in the planning stage. A landscape architect will be retained to perform a complete redesign of the Sago Park. This would include establishing standards for the pavilions. Once Sago Park is complete the remaining park projects will be conducted.

Sago Palm Park Improvements (renovation) – (This project was originally approved by Council with separate line items, it now has been combined as one large project to include the below:

- Kayak Launch
- Renovate/Replace Restroom
- Replace Metal Pavilions (1) one large group pavilion
- Replace Metal Pavilions (1) one small group pavilion
- Install New Playground Equipment
- Install Playground Shade Structure
- Surfacing/landscaping
- ADA Sidewalk
- Renovate the entry way into Sago Palm Park
- Parking Improvements

Sabal Palm Park - Install New Bathroom Facilities

- This project was completed **July 2020**

Royal Palm Park - New Fishing Dock

- Engineering for this fishing dock has been completed- bid prices were higher than budget; will work to find grants that can be used to supplement this cost

Lakewood Garden Park - Install Playground Shade Structure

We received a grant from Land Water Conservation Fund (LWCF), and Sales Tax Dollars will be used to fund this project to include the below:

- Amenities include:
- Replacement of playground
- Playground Surfacing
- Adding shade to the playground
- New picnic tables
- Renovation of basketball court



- Renovation of sand volleyball court
- New landscaping
- Trash/recycling
- New combo pet/bottle filler/water fountain

Village Center - Install Playground Shade Structure

- Playground has been selected and includes equipment that provides shade

Ballfield Turf Grass Renovations – Village Complex

- This project includes removal of old sod, laser grading, new soil, irrigation and sodding has been completed. Grow in period with completion in November 2020

Purchase two (2) New Buses)

- The buses were received in May 2019 and the wrapping was completed **September 2020**

Property Purchase Community Center – 250,000 Sales Tax Portion

- Staff is currently researching and looking for sites

Pathway park – Expansion – Engineering Cost

- Phase 1 and Phase 2 Engineering is nearly complete. Construction Administration and bidding to be completed in 2021
- Phase 3 and 4 100% plans have been done- funding for construction administration remains



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 6.4:

Approve Property Improvement Program (PIP) Matching Grant Awards - 991 Springdale Circle and 449 Los Altos Road

SUMMARY:

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

- Owner/Resident: Charlene Henley
- Address: 991 Springdale Circle
- Project: Replaced wood cedar shake mansard roof
- Eligible (Project) Cost(s): \$9,800
- Matching Grant Award: \$4,900

- Owner/Resident: Michael Clyne
- Address: 449 Los Altos Road
- Project: Replaced asphalt shingle roof with metal roof
- Eligible (Project) Cost(s): \$13,125
- Matching Grant Award: \$ 5,000

The PIP Selection Committee met on September 8, 2020, and recommended approval of the grant awards (up to 50% of \$5,000). If approved by the Village Council and due to the COVID-19 pandemic, the awardees will be mailed their check and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2021 Budget - General Fund.

ATTACHMENTS:

Property Improvement Grant Agreement - 991 Springdale Circle

991 Springdale Circle - Before and After Photos

Property Improvement Grant Agreement - 449 Los Altos Road

449 Los Altos Road - Before and After Photos



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 15th day of September 2020, by and between the VILLAGE OF PALM SPRINGS and Charlene R Henley (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 991 Springdale Circle; and

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

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the mansard roof or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,900.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

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

APPLICANT

BY: Charlene Pacelli

Print Name: Charlene Pacelli

VILLAGE OF PALM SPRINGS

BY: [Signature]

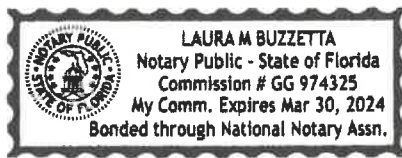
Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15th day of Octo, 2020, by Charlene Pacelli (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

(SEAL)



[Signature]
Signature of Notary Public - State of Florida



BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 15th day of June, 2020, by and between the VILLAGE OF PALM SPRINGS and Michael Clyne (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 449 Los Altos Road; and

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

IT IS HEREBY AGREED AS FOLLOWS:

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

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

APPLICANT

BY: Michael Clyde

Print Name: Michael Clyde

VILLAGE OF PALM SPRINGS

BY: Richard J. Reade

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16 day of June, 2020, by Michael E. Clyde (name of person acknowledging), who is personally known to me or who has produced FL-DR-Lic. (type of identification) as identification.

Mayra Ramirez
Signature of Notary Public – State of Florida

(SEAL)





BEFORE



AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Public Service

ITEM 6.5: Resolution No. 2020-36 - Approve Budget Transfer - FY 2021 General Fund - Contingency

SUMMARY:

The Public Service Department is requesting the Village Council consider a budget transfer within the FY 2021 Budget - General Fund from Council Contingency to Public Works (\$77,000 total) to cover additional services and projected increased costs within various the Public Service Department - Public Works within FY 2021.

The proposed budget transfer, if approved, would amend the following department/budget line item based on actual and/or estimated cost projections through the remainder of fiscal year:

- Public Works - Professional Fees - \$77,000

Note: This proposed budget transfer would support the professional fees related to permitting and coordination with FDOT, the South Florida Water Management District and Lake Worth Drainage District for needed drainage improvements prior to the FDOT's Resurfacing, Restoration and Rehabilitation (RRR) project along Lake Worth Road.

The Village Council, on November 12, 2020, approved Work Authorization No. KA-S01 authorizing Keshavarz & Associates to provide for professional engineering services (i.e. conceptual design and permitting) related to the proposed storm drainage improvements to Lake Worth Road.

FISCAL IMPACT:

The proposed budget transfer, if approved, would amend/decrease the departments/budget line item based on actual and/or estimated cost projections through the remainder of the fiscal

year (FY 2021):

- Council Contingency would be reduced from \$350,000 to \$273,000
- Public Works - Professional Fees would be increased to \$78,000 from \$1,000

ATTACHMENTS:

Proposed Resolution No. 2020-36 - Budget Transfer

Proposed Budget Transfer - FY 2021 General Fund - Contingency

RESOLUTION NO. 2020-36

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER FROM THE COUNCIL CONTINGENCY FUND TO THE PUBLIC WORKS DIVISION (PROFESSIONAL FEES) FUND TO COVER PROJECTED FEES ASSOCIATED WITH THE LAKE WORTH ROAD PROJECT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (“Village”) previously adopted the FY 2020 Annual Operating Budget, pursuant to Ordinance No. 2020-13 on September 24, 2020; and

WHEREAS, the Village finds it is necessary consider a General Fund Budget Transfer to cover projected increased costs during FY 2020 within Public Works for professional services related to permitting and coordination with FDOT, the South Florida Water Management District and Lake Worth Drainage District for needed drainage improvements prior to the FDOT's Resurfacing, Restoration and Rehabilitation (RRR) project along Lake Worth Road; and

WHEREAS Public Service Department is requesting the Village Council to consider a budget transfer of \$77,000 within the FY 2021 Budget - General Fund from the Council Contingency Fund; and

WHEREAS, the proposed budget transfer, if approved, would amend the following department/budget line item based on actual and/or estimated cost projections through the remainder of fiscal year

WHEREAS adoption of the FY 2020-2021 amended Annual Operating Budget set forth herein serves a value public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues more specifically described in “Exhibit A”, attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in “Exhibit A” are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2020 - 2021.

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

Council Member_____offered the foregoing resolution. Council Member _____seconded the motion, and upon being put to a vote, the vote was as follows:

	<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 the Resolution duly passed and adopted this ____ day of December 10, 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Transfer Number

EXPLANATION : Cover Village Share of LW Road Stormwater upsizing work will be done by FDOT contractor. Approved by Village Council at RCM 11/12/2020. Work required to be done prior to the FDOT resurfacing improvements.

Prepared by: <u></u> Date: <u>11/13/2020</u>	☐ Approved ☐ Denied _____ Village Manager _____ Date _____
Approved by: <u></u> Date: <u>11/19/20</u>	Approved by Council (Date of Meeting) _____
Finance Reviewed: <u></u> Date: <u>11/20/20</u>	Processed by _____ Finance: _____ Date: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Public Service

ITEM 6.6:

Approve Main Water Treatment Plant Material Storage Bays Award (Task Order No. 258) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded – Water & Sewer Enterprise Fund) - Republic Construction, Corp.

SUMMARY:

The Public Service Department has identified a need to build a material storage bay structure to store frequently utilized materials such as stone, gravel, sand, etc. The proposed project is located at the Main Water Treatment Plant and would assist in preventing earth contamination that is currently occurring due to the materials being stored directly on the ground.

The proposed project consists of building a new, open-air concrete structure with three (3) equally spaced bays, which will allow delivery vehicles to dump materials directly into the bay for storage and allow for Village equipment to load materials from it for use as needed elsewhere.

To ensure the lowest possible price, the Village issued an Invitation to Bid (ITB) on July 16, 2020, for the Material Storage Bays at Main Water Treatment Plant Project. This process was completed by the Village through a competitive bid selection process – Material Storage Bays at Main Water Treatment Plant (ITB No. 2020B-007 – July 16, 2020).

Within the Fiscal Year 2020 Budget – Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved \$25,000 for the construction of Material Storage Bays at the Main Water Treatment Plant. As a result of the Village's ITB, the following four (4) bid proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
Republic Construction Corp.	\$ 78,798.00
DP Development	\$ 94,313.00
Florida Design Contractors	\$125,000.00
Florida Design Drilling	\$149,000.00

After review of the (4) bids received, the Public Service Director/Engineer, the Assistant Public Service Director, the Public Service Project Manager, the Village Attorney have determined that Republic Construction, Corp., provided the lowest responsible and responsive bid. As a result, staff is recommending that the Council award this contract (Task Order #258) to the lowest responsible and responsive bidder, Republic Construction, Corp., in the amount of \$78,798.

Note: The proposed bid amount submitted by Republic Construction (\$78,798) is higher than the cost estimate (\$70,000.00) by approximately 12.5%. The Village Council has approved funding (\$25,000) within the FY 2020 Budget - Water & Sewer Enterprise Fund to support this project. Although the full cost for this project was not included within the FY 2021 Budget - Water & Sewer Enterprise Fund, funding to support the proposed project is available within the Water & Sewer Enterprise Fund.

If approved, the Village would accept Republic Construction, Corp's., pricing including all terms, conditions, and pricing as submitted within their ITB proposal and proposed contract. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary.

If approved, the project is expected to take approximately 90 days to complete (April/May 2021) following a Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, the Assistant Public Service Director, the Public Service Project Manager and the Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village has received positive references from two (2) municipalities and (1) private organization for the proposed vendor.

FISCAL IMPACT:

Funding to support Task Order #258 is available within FY 2021 Budget - Water & Sewer Enterprise Fund:

Allocated/Estimated Project Funding:

FY 2020 Budget – Water & Sewer:	\$ 25,000.00
FY 2021 Budget (budget transfer) – Water & Sewer:	<u>\$ 80,300.00</u>
Total Approved Budget	\$105,300.00

Expected Project Costs:

Original Project Cost - Engineering (TO #258):	\$ 11,348.56
Approved Change Order #1 - Engineering - (TO #258)	<u>\$ 341.00</u>
Total Project Cost (Revised) – Engineering	\$ 11,689.56

Project Request/Cost – Construction - (TO #258)	<u>\$ 78,798.00</u>
Total Project Cost – Construction	\$ 78,798.00

TOTAL PROJECT REQUEST/COST: \$ 90,487.56

Note: This proposed project was budgeted in FY 2020 for project design; however, it was not budgeted to complete construction within the FY 2021 Budget - Water & Sewer Enterprise Fund.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

An internal budget transfer or amendment to support this proposed change order will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

Proposed Agreement - Material Storage Bays at Main WTP - Republic Construction Corp
Invitation to Bid - Material Storage Bays at Main WTP - ITB No. 2020B-007
Bid Proposal - Material Storage Bays at Main WTP - Republic Construction Corp
Bid Tabulation Form - Material Storage Bays at Main WTP - ITB #2020B-007
Bid Plans - Material Storage Bays at Main WTP - ITB #2020B-007
Bid Specifications - Material Storage Bays at Main WTP - ITB #2020B-007
Addendum No. 1 - Response to Bidder Questions - Material Storage Bays at Main WTP - ITB #2020B-007
Material Storage Bays at Main WTP - FY2021 CIP Form

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Republic Construction ("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: **Material Storage Bays at Main Water Treatment Plant**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by RJ Behar & Company.
- 3.02 The Owner has retained RJ Behar & Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within **90** 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 **120** 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: \$ 78,798.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 12, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 1 to 2, inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 72, inclusive).
 - 6. Supplementary Conditions (pages 1 to 10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Material Storage Facility at Main Water Treatment Plant.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 117, inclusive).
 - 1. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*
 - 2. *If a Geotechnical Baseline Report or a Geotechnical Data Report is used, include them as lettered Items under Paragraph 9.01.A.10.a. For a further discussion of GBRs and GDRs see EJCDC C-001, Commentary on the 2013 EJCDC Construction Documents.*
 - 11. 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.

9.02 *Order of Precedence*

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 supplementary conditions
- D. The general conditions
- E. The bid documents
- F. The response from the Contractor.

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
- 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)



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

NOTICE OF SOLICITATION ITB #2020B-007

Material Storage Bays at Main Water Treatment Plant

ITB SUBMISSION DATE: August 19, 2020 at 2:00 PM

The Village of Palm Springs is seeking Bids from qualified contractors to **CONSTRUCT A CAST-IN-PLACE STRUCTURE TO SERVE AS A MATERIAL STORAGE FACILITY** within the property of the Village of Palm Springs Main Water Treatment Plant, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning July 16, 2020. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) contact the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) call the Village Clerk's office at (561) 965-4010.

Sealed bids by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Wednesday, August 19, 2020 AT 2:00 PM, EST**. 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.

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-007, MATERIAL STORAGE BAYS AT MAIN WATER TREATMENT PLANT**".

A **Pre-Bid Conference** will be held for this solicitation on **August 5, 2020 at 10:00 AM** at the Village Hall Council Chambers. ***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.***

Questions and requests for clarification and additional information must be received before to the **Deadline for Submission of Questions on Monday, August 10, 2020, at 5:00 PM, EST**.

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, August 5, 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 **NOT MANDATORY**.

Pursuant to Executive Order No. 20-69, as extended by Executive Order 120-112, Executive Order 120-123 and Executive Order 130 issued by the Office of Governor Ron Desantis on June 23, 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.

It is the responsibility of the Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Village Clerk.

The Village of Palm Springs is exempt from Federal and State Taxes for tangible personal property tax.

The Village of Palm Springs reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

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.

CONTACT PERSON

Any questions regarding the specifications and solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions, and requests for clarification and additional information must be received before the **Deadline for Submission of Questions on Monday, August 10, 2020, at 5:00 PM., EST.**

+ + END OF ADVERTISEMENT FOR BIDS + +



ITB #2020B-007

**“Materials Storage Bays at Main Water Treatment
Plant”**

Submitted to:

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

Submitted by:

Republic Construction Corp.
601 N. Congress Ave, Suite 437
Delray Beach, FL 33445
Ph. (561) 900-2487

Date Submitted:

August 19, 2020

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>
ADDENDUM #1	08/17/2020
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 72,298.00
Lump Sum Contingency Allowance	\$ 6,500.00
Total of All Lump Sums	\$ 78,798.00

Seventy eight thousand seven hundred ninety eight dollars & 00/100

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 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.: CGC1505065 [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - 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]*

REPUBLIC CONSTRUCTION CORP.

By:

[Signature]



[Printed name]

CATHEYRN ESPINO

(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]

CATHEYRN ESPINO

Title:

VICE PRESIDENT

Submittal Date:

08/19/2020

Address for giving notices:

601 NORTH CONGRESS AVE., SUITE 311

DELRAY BEACH, FL 33445

Telephone Number:

561-900-2487

Fax Number:

Contact Name and e-mail address:

STEVEN NEUBARTH

STEVEN@REPUBLICCONSTRIONCORP.COM

Bidder's License No.:

CGC1505065

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

REPUBLIC CONSTRUCTION CORP

Filing Information

Document Number P13000089321
FEI/EIN Number 46-4032559
Date Filed 10/31/2013
Effective Date 01/01/2014
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 10/02/2019
Event Effective Date NONE

Principal Address NEW ADDRESS

601 N CONGRESS AVE
STE 311
DELRAY BEACH, FL 33445

Changed: 10/02/2019

Mailing Address

601 N CONGRESS AVE
STE 311
DELRAY BEACH, FL 33445

Changed: 10/02/2019

Registered Agent Name & Address

NEUBARTH, STEVEN
601 N CONGRESS AVE
STE 311
DELRAY BEACH, FL 33445

Name Changed: 12/17/2015

Address Changed: 01/31/2017

Officer/Director Detail

Name & Address

Title P ASSIGNED OFFICER

NEUBARTH, STEVEN
601 N Congress Ave
Suite 311
DELRAY BEACH, FL 33445

Title SV ASSIGNED OFFICER

ESPINO, CATHERYN
601 N CONGRESS AVE
STE 311
DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2017	01/31/2017
2018	02/16/2018
2019	02/28/2019

Document Images

10/02/2019 -- Amendment	View image in PDF format
02/28/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
11/28/2016 -- Reg. Agent Change	View image in PDF format
06/16/2016 -- ANNUAL REPORT	View image in PDF format
12/17/2015 -- REINSTATEMENT	View image in PDF format
10/31/2013 -- Domestic Profit	View image in PDF format

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Republic Construction Corp.
601 N. Congress Avenue, Suite 311
Delray Beach, FL 33445

SURETY (Name, and Address of Principal Place of Business):

Frankenmuth Mutual Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787

OWNER (Name and Address):

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

BID

Bid Due Date: **August 18, 2020**

Description (Material Storage Bays at Main Water Treatment Plant): Construct a cast-in-place structure to serve as a material storage facility.

BOND

Bond Number: N/A

Date: **August 18, 2020**

Penal sum Five Percent of Bid Proposal Submitted \$ 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

Republic Construction Corp. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Sterlin Neuboth

Print Name

President

Title

Attest:

Signature

Title

Rodriguez

Rodriguez

Assistant

SURETY

Frankenmuth Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Charles J. Nielson

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title Secretary

Olga Iglesias

Olga Iglesias

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.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

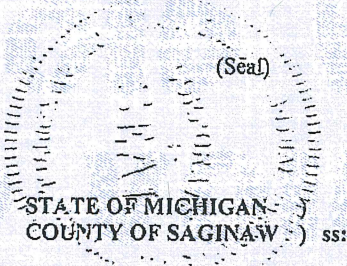
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss

(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 18th day of Aug., 2020.

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



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: REPUBLIC CONSTRUCTION CORP.

By: C Espino

Name: CATHERYN ESPINO

Title: VICE PRESIDENT

Date: 08/19/2020

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>1.00</u> PER LINEAR FOOT
2. Special Shoring	\$ _____

Identify method of compliance for Item #1: SLOPPING

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: REPUBLIC CONSTRUCTION CORP.

By: *C. Espino*

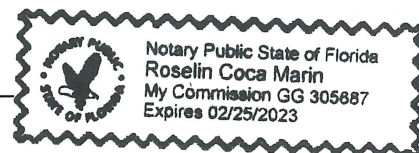
Name: CATHERYN ESPINO

Title: VICE PRESIDENT

Sworn to and subscribed before me this 19 day of August, 2020.

Roselin Coca Marin
Notary Public

My Commission Expires: 02/25/2023



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 DISPUTED</u>	<u>STATUS</u>
KLA Preschool – Private Project	Jose Franco 1820 Boynton Beach Schools, LLC Suite 202 Miami, FL 33129	Acceptable Painting Darryl Davis 2421 NW 87 th Ave Sunrise, FL 33322 954.224.4726	JULY 2016	\$4,953.00	CLOSED
KLA Preschool – Private Project	Jose Franco 1820 Boynton Beach Schools, LLC Suite 202 Miami, FL 33129	D&S Plumbing Daniel Levin 222 Lakeview Ave #120, West Palm Beach, FL 33401 (561) 383-9200	JULY 2016	\$61,617	CLOSED
KLA Preschool – Private Project	Jose Franco 1820 Boynton Beach Schools, LLC Suite 202 Miami, FL 33129	Life Safety Management Jason L Cohen 811-A N Olive Ave, West Palm Beach, FL 33401 (561) 659-0901	JULY 2016	\$5,000	CLOSED
Kreusler Park	Andrew Gamble 2882 S Ocean Blvd, Palm Beach FL 33480	Bermuda Landscape Jim Ford 10689 Heritage Farm Lake Worth, FL 33449 561.432.0300	JANUARY 2017	<\$2,500.00	CLOSED
Wellington Office Park – Private Project	Alan Benenson 3377 South State Rd. 7 Wellington, FL 33449	East Coast Metal Paulj Kneski 333 NW 70th Ave, Plantation, FL 33317	AUGUST 2017	\$0.00 CASE WAS SETTLED	CLOSED
PetMeds	Bruce Rosenbloom 420 S Congress Ave. Delray Beach, FL 33445	Advance Fire and Security Bradley R. Weiss 5561 N University Dr, Coral Springs, FL 33067 954.323.1023	JUNE 2016	\$5,000.00	CLOSED
Flying Panda	Scott McLain 964 S Congress Ave. Palm Springs, FL 3346	Vantage Plumbing Richard Carey 1801 Indian Rd #103, West Palm Beach, FL 33409 561.247.1266	FEBRUARY 2020	\$29,000.00	OPEN

KLA Preschool – Private Project	Jose Franco 1820 Boynton Beach Schools, LLC Suite 202 Miami, FL 33129	Big T Development Gene Stoller 2733 Ne St Pompano Beach, FL 33062 954.975.8962	JULY 2016	<\$1,000.00	CLOSED
MOD Pizza	Food For Thought Thomas Shahady One Las Olasblvd., Suite 500 Fort Lauderdale, FL 33301 954.525.4100	Food For Thought Thomas Shahady One Las Olasblvd., Suite 500 Fort Lauderdale, FL 33301 954.525.4100	MAY 2018	\$180,000.00	CLOSED
Not construction related	Triumph Staffing Associates Jeffrey Fauer 110 Southeast 6th Street, 16th Floor Fort Lauderdale, FL 33301 954.525.7500	Tripp Scott 110 Southeast 6th Street, 16th Floor Fort Lauderdale, FL 33301 954.525.7500	OCTOBER 2019	\$0.00 CASE WAS SETTLED	CLOSED

C. F. Shaw 8/19/20

(Signed)

00452-1 BIDDER'S STATEMENT

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Material Storage Bays at Main Water Treatment Plant," the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PALM BEACH COUNTY

CATHERYN ESPINO, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is VICE PRESIDENT (officer's title)
of REPUBLIC CONSTRUCTION CORP. (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 OWNER
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)

C Espino
Catheryn Espino

Subscribed and sworn to before me
this 19 day of August, 2020

Roselin Coca Marin
Notary Public

My commission expires 02/25/2023



SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
REPUBLIC CONSTRUCTION CORP. (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."

C. Garcia

Authorized Signature

08/19/2020

Date Signed

State of: Florida

County of: Palm Beach

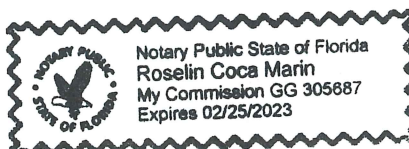
Sworn to and subscribed before me this 19 day of August, 2020

Personally known or Produced Identification _____
(Specify Type of Identification)

R. Coca

Signature of Notary

My Commission Expires 02/25/2023



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 PALM BEACH

Before me, the undersigned authority, personally appeared CATHEYRN ESPINO, who, being
by me first duly sworn, made the following statement:

1. The business address of REPUBLIC CONSTRUCTION CORP.
(firm name of Bidder/Contractor)

is 601 N CONGRESSS AVE., SUITE 311, DELRAY BEACH, FL 33445.

2. My relationship to REPUBLIC CONSTRUCTION CORP.
(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 _____.

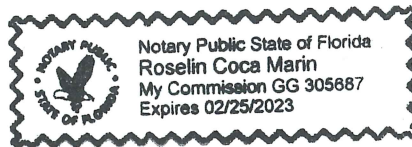
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

C. Garcia
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 19 day of August, 20 20.

Roselin Coca Marin
Notary Public



(affix seal)

02/25/2023
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, CATHERYN ESPINO, on behalf of STEVEN NEUBARTH (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:

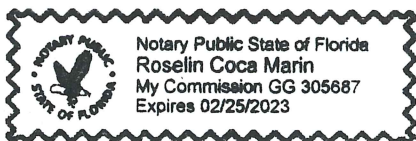
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. 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: STEVEN NEUBARTH
Title: PRESIDENT
Date: 08/19/2020

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 19 day of August, 20 20, by Catheryn Espino, who is the Vice president of Republic Construction Corp, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC
Printed Name of Notary Roselin Coca Marin
My Commission expires: 02/25/2023

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: REPUBLIC CONSTRUCTION CORP.
Address: 601 N CONGRESS AVE., SUITE 311
DELRAY BEACH, FL 33445
561-900-2487

2. SUBMITTED TO: Village of Palm Springs

3. SUBMITTED FOR: ITB #2020B-007

Owner: Village of Palm Springs

Project Name: Material Storage Bays at Main Water Treatment Plant

TYPE OF WORK: Construct A Cast-In-Place Structure to Serve as a Material
Storage Facility

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: STEVEN NEUBARTH

Title: PRESIDENT

Phone: 561-900-2487 , EXT 100

Email: STEVEN@REPUBLICCONSTRUCTIONCORP.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: 01/01/2014

Executive Officers:

- President: STEVEN NEUBARTH

- Vice President(s): CATHERYN ESPINO

STEVEN NEUBARTH

- Treasurer:

- Secretary: CATHERYN ESPINO

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

☐ 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: _____

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7. LICENSING

Jurisdiction: FLORIDA

Type of License: CGC

License Number: CGC1505065

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: CITY OF WEST PALM BEACH
PALM BEACH COUNTY

Other (_____): PBC SCHOOL DISTRICT
BROWARD SCHOOL DISTRICT

9. BONDING INFORMATION

Bonding Company: FRANKENMUTH MUTUAL INSURANCE COMPANY

Address: ONE MUTUAL AVENUE, FRANKENMUTH
MICHIGAN 48787-0001

Bonding Agent: NIELSON HOOVER AND COMPANY, INC

Address: 8000 GOVERNORS SQUARE BLVD, # 101,
MIAMI LAKES, FL 33016

Contact Name: JARRETT MERLUCCI

Phone: (305) 722-2664

Aggregate Bonding Capacity: \$6,000,000.00

Available Bonding Capacity as of date of this submittal: \$4,500,000.00

10. FINANCIAL INFORMATION

Financial Institution: I Think Financial
Address: 5070 PGA Boulevard, Suite 100
Palm Beach Gardens, FL 33418
Account Manager: Kim Donnell
Phone: 561.385.5100, ext 8799

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.

Commented [MH1]: Add debarment and suspension language...

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: JEFFREY HALVERSON

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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.

NOT APPLICABLE

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):

NOT APPLICABLE

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:

NOT APPLICABLE

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.

REFER TO SCHEDULE C

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: REPUBLIC CONSTRUCTION CORP.

BY: C. Aguirre

TITLE: VICE PRESEIDENT

DATED: 08/19/2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19 DAY OF August, 2020

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 02/25/2023

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 12.
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
HESTER CENTER - INTERIOR DOOR REPLACEMENT	Name: GAIL MOOTZ CITY OF BOYNTON B Address: 3301 QUANTUM BLVD BOYNTON BCH, FL 33426 Telephone: 561.742.6223	Name: CITY OF BOYNTON B 3301 QUANTUM BLVD Company: BOYNTON BCH, FL 33426 Telephone: 561.742.6223	DEC 2019	INTERIOR RENOVATION	IN PROGRESS	\$50,800.00
PLEASANT CITY COMMUNITY CENTER	Name: LORENZO RIVERO CITY OF WPB Address: 401 CLEMATIS ST WPB, FL 33401 Telephone: 561.494.1076	Name: ALFONSO HERNANDEZ A. 222 CLEMATIS ST Company: WEST PALM BEACH, FL 33401 Telephone: 561.766.1254	JULY 2020	ADDITION AND INTERIOR RENOVATION	IN PROGRESS	\$1,373,500
BARRIER FREE HOBBY BOAT LAUNCH	Name: GAIL MOOTZ CITY OF BOYNTON B Address: 3301 QUANTUM BLVD BOYNTON BCH, FL 33426 Telephone: 561.742.6223	Name: CITY OF BOYNTON B 3301 QUANTUM BLVD Company: BOYNTON BCH, FL 33426 Telephone: 561.742.6223	MAR 2020	NEW CONSTRUCTION	IN PROGRESS	\$87,509.00
HESTER CENTER - GAME ROOM RENOVATION	Name: GAIL MOOTZ CITY OF BOYNTON B Address: 3301 QUANTUM BLVD BOYNTON BCH, FL 33426 Telephone: 561.742.6223	Name: CITY OF BOYNTON B 3301 QUANTUM BLVD Company: BOYNTON BCH, FL 33426 Telephone: 561.742.6223	MAR 2020	INTERIOR RENOVATION	IN PROGRESS	\$62,654.000
VILLAGE BEACH CLUB RENOVATION	Name: MEGAN KAUFOLD CITY OF SUNRISE Address: 777 SAWGRASS PWAY SUNRISE, FL 33325 Telephone: 954.888.6070	Name: WZA ARCHITECTS 5813 N ANDREWS WAY Company: FORT LAUDERDALE, FL 33309 Telephone: 954.522.4123	MAY 2020	INTERIOR RENOVATION AND SITE WORK IMPROVEMENTS	IN PROGRESS	\$242,910.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Page 1 of 4

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
PUBLIC SAFETY EVIDENDCE ROOM RE-BUILD	Name: STEVEN J HALLOCK CITY OF NPB Address: 501 US HIGHWAY 1 NPB, FL 33408 Telephone: 561.691.3440	Name: AK ARCHITECTS 100 NE 6TH ST Company: BOYNTON BEACH, FL 33435 Telephone: 561.974.9242	NOV 2019	INTERIOR RENOVATION	COMPLETED	\$75,000.00
FLYING PANDA TRAMPOLINE PARK PRIVATE	Name: SCOTT MCLAIN 964 S CONGRESS AVE Address: PALM SPRINGS, FL 33446 Telephone: 501.779.7302	Name: ERIC JON NIELSEN A. 1710 SW COMMERCE DR Company: BENTONVILLE, AR 72712 Telephone: 479.254.0112	FEB 2019	NEW CONSTRUCTION	COMPLETED	\$3,434,000
GEORGE SNOW PARK CITY OF BOCA RATON	Name: YOSEF MULAYEV 201 W PALMETTO PRK Address: BOCA RATON, FL 33432 Telephone: 561.416.3405	Name: WZA ARCHITECTS 5813 N ANDREWS WAY Company: FORT LAUDERDALE, FL 33309 Telephone: 954.522.4123	APR 2019	INTERIOR RENOVATION	COMPLETED	\$155,104.00
WELLINGTON OFFICE PARK PRIVATE	Name: ALAN BENENSON 3377 S STATE RD 7 Address: WELLINGTON, FL 33449 Telephone: 786.210.4111	Name: HARVARD JOLLY ARCH. 2047 VISTA PKWY # Company: 100, WEST PALM BEACH, FL 33411 Telephone: 561.478.4457	AUG 2017	NEW CONSTRUCTION - SHELL CONSTRUCTION	COMPLETED	\$3,282,106
TOWN HALL ADDITION AT GULF STREAM	Name: GREG DUNHAM 100 SEA ROAD Address: GULF STREAM, FL 33483 Telephone: 561.276.1942	Name: BRIDGES MARSH & ASSO 18 VIA MIZNER, PALM Company: BEACH, FL 33480 Telephone: 561.832.1533	SEP 2017	ADDITION AND MINOR INTERIOR RENOVATION	COMPLETED	\$234,465.00
SOUTH BROWARD DRAINAGE DISTRICT	Name: KEVIN HART 6591 SW 160TH AVE. Address: SOUTHWEST RANCHES, FL 33331 Telephone: 954.680.3337	Name: CPZ ARCHITECTS 4316 W BROWARD BLVD. Company: PLANTATION, FL 33317 Telephone: 954.792.8525	JUNE 2017	NEW CONSTRUCTION	COMPLETED	\$586,100.00
WATER TREATMENT PLANT CONTROL ROOM RENOVATION	Name: PAUL JURCZAK 210 MILITARY TRAIL Address: JUPITER, FL 33458 Telephone: 561741.2602	Name: SONG AND ASSO. 1545 CENTRE PARK DR N Company: WEST PALM BCH, FL 33401 Telephone: 561.6552423	JULY 2017	INTERIOR RENOVATION	COMPLETED	\$89,500.00

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
TA 6403 HARNEY ROAD CONCRETE RESTORATION	Name: RON RUDNER 650 E HARNEY POND RD., Address: OKEECHOBEE, FL 34974 Telephone: 863.447.7210	Name: FL ENGIN.G & ENV.INC 4519 GEORGE ROAD, Company: SUITE 130 TAMPA, FL 33634 Telephone: 813.880.9106	MAR 2017	SITE WORK - CONCRETE	COMPLETED	\$275,306.00
RG KREUSLER PARK - RESTROOM RENOVATIONS	Name: ANDREW GAMBLE 301 N. OLIVE AVE. Address: WEST PALM BEACH, FL 33401 Telephone: 561.233.2055	Name: COLOME AND ASSO. 530 24TH ST Company: WEST PALM BEACH, FL 33407 Telephone: 561.833.9147	SEP 2017	INTERIOR RENOVATION	COMPLETED	\$519,700.00
PETMEDS - PRIVATE OWNER	Name: BRUCE ROSENBLOOM 420 S CONGRESS AV. Address: DELRAY BEACH, FL 33445 Telephone: 561.351.3333	Name: INSITE DESIGN GROUP 1546 JACKSON ST, Company: HOLLYWOOD, FL 33020 (954) 921-5333 Telephone:	JUNE 2016	ADDITION - NEW CONSTRUCTION	COMPLETED	\$412,749.00
MEMORIAL PARK RESTROOM	Name: MACR ROGOLINO 121 SW FLAGGER AVE. Address: STUART, FL 34994 Telephone: 772.221.4700	Name: KELLY & KELLY ARCHITECTS 119 SW 6TH ST, STUART, FL 34994 Telephone: 772.283.3492	MAY 2016	NEW CONSTRUCTION	COMPLETED	\$139,800.00
	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]

FINALCIAL STATEMENTS

REPUBLIC CONSTRUCTION CORP
REVIEWED FINANCIAL STATEMENTS
DECEMBER 31, 2017

REPUBLIC CONSTRUCTION CORP
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DECEMBER 31, 2017

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SHAVELL & COMPANY, P.A.

Certified Public Accountants and Consultants

7900 Glades Road, Suite 360, Boca Raton, FL 33434

Ph (561) 997-7242 Fax (561) 997-7262

info@shavell.net • www.shavell.net

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Republic Construction Corp
Delray Beach, FL

We have reviewed the accompanying financial statements of Republic Construction Corp an S-Corporation (the "Company"), which comprise the balance sheet as of December 31, 2017, and the related statements of operations, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting procedures generally accepted in the United States of America.

Supplementary Information

The supplementary information included on pages 15 through 18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Shavell + Company, P.A.

Boca Raton, Florida
April 13, 2018

REPUBLIC CONSTRUCTION CORP
BALANCE SHEET
DECEMBER 31, 2017

ASSETS

CURRENT ASSETS

Cash	\$ 747,667
Contract Receivables, Net	1,725,519
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	60,405
Loans Receivable - Stockholder	68,454
Prepaid Expenses and Other Current Assets	<u>44,254</u>
Total Current Assets	2,646,299

PROPERTY AND EQUIPMENT, NET 32,595

DEPOSITS 2,335

\$ 2,681,229

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable and Accrued Expenses	\$ 2,134,885
Credit Advances	11,425
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	346,044
Current Portion of Notes Payable	<u>11,372</u>
Total Current Liabilities	2,503,726

LONG-TERM LIABILITIES

Notes Payable, Less Current Portion 13,568

2,517,294

STOCKHOLDER'S EQUITY

Common Stock - No Par Value; 1,000 Shares	-
Authorized, No Shares Issued or Outstanding	
Retained Earnings	<u>163,935</u>

\$ 2,681,229

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>AMOUNT</u>	<u>PERCENT</u>	
CONTRACT REVENUE	\$ 6,495,677	100.00	%
CONTRACT COST	<u>5,794,081</u>	<u>89.20</u>	
Gross Profit	701,596	10.80	
GENERAL AND ADMINISTRATIVE EXPENSES	<u>920,180</u>	<u>14.17</u>	
Loss from Operations	<u>(218,584)</u>	<u>(3.37)</u>	
OTHER INCOME (EXPENSE)			
Interest Income	26	-	
Interest Expense	<u>(1,568)</u>	<u>(0.02)</u>	
Total Other Income (Expense)	<u>(1,542)</u>	<u>(0.02)</u>	
Net Loss	<u><u>\$ (220,126)</u></u>	<u><u>(3.39)</u></u>	%

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2017

Retained Earnings - Beginning of Year	\$ 384,061
Net Income	<u>(220,126)</u>
Retained Earnings - End of Year	<u><u>\$ 163,935</u></u>

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES

Net Loss	\$ (220,126)
Adjustments to Reconcile Net Loss to Net Cash Provided by Operating Activities:	
Depreciation	7,578
Changes in Assets and Liabilities:	
(Increase) Decrease in:	
Contract Receivables, Net	(801,258)
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	(24,356)
Prepaid Expenses	(44,271)
Increase (Decrease) in:	
Accounts Payable and Accrued Expenses	1,321,398
Billings in Excess of Estimated Earnings on Uncompleted Contracts	208,110
Net Cash Provided by Operating Activities	<u>447,075</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Property & Equipment	<u>(5,000)</u>
Net Cash Used in Investing Activities	<u>(5,000)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Repayment from Line of Credit, Net	(19,167)
Repayment of Notes Payable, Net	(9,951)
Loans Receivable, Shareholder	<u>(63,454)</u>
Net Cash Used in Financing Activities	<u>(92,572)</u>
Increase in Cash	349,503

Cash:

Beginning	398,164
Ending	<u>\$ 747,667</u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:	
Interest	<u>\$ 1,568</u>

SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING:

Property and equipment acquired by incurring long-term debt	<u>\$ 26,151</u>
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REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

Republic Construction Corp (the "Company") is a licensed general contractor. The Company primarily performs on contracts located in Florida. The Company was incorporated in the State of Florida on October 13, 2013. The Company elected S-Corporation status under the provisions of the Internal Revenue Code.

A SUMMARY OF THE COMPANY'S SIGNIFICANT ACCOUNTING POLICIES FOLLOWS:

Revenue and Cost Recognition

Revenue from long-term contracts is recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct materials, labor costs, overhead, and those indirect costs related to contract performance, such as supplies, tools, and equipment rental. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts" represents revenue recognized in excess of amounts billed. The liability "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" represents amount billed in excess of revenue recognized.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2017.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recent Accounting Pronouncements:

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014- 09, *Revenue from Contracts with Customers*. This guidance provides a five-step analysis in determining when and how revenue is recognized from contracts so that an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects what it expects in exchange for goods and services. The new standard also requires detailed disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

For non-public companies, ASU 2014-09 is effective for calendar year-end 2019 and later. Management is currently evaluating the impact that adoption of the standard will have on the Company’s financial statements

Advertising

Costs of advertising are expensed as incurred and amounted to \$16,775 during the year ended December 31, 2017.

Contract Receivables

Contract receivables are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on analysis of specific accounts, taking into consideration the age of the past due accounts and an assessment of the customer’s ability to pay. At December 31, 2017, management of the Company determined that no allowance was necessary.

Property and Equipment

Property and equipment is stated at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets.

The Company reviews the carrying value of property, plant, and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment at December 31, 2017.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is impractical to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when these amounts are paid to employees.

Accounting Estimates

Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, and the difference could be material.

Income Taxes

GAAP under ASC 740-10 *Accounting for Uncertainty in Income Taxes*, prescribes a comprehensive model for how an organization should measure, recognize, present, and disclose in its financial statements uncertain tax positions that an organization has taken or expects to take on a tax return.

While the Company is not taxed for federal and state income tax purposes (see Note 9), the Company's policy is to evaluate and review its tax positions on an ongoing basis to ensure compliance with the applicable provisions of the Internal Revenue Code.

NOTE 2: CONTRACT RECEIVABLES

Contract receivables at December 31, 2017, consist of:

Billed	
Contracts in Progress	\$ 1,242,498
Contracts Completed	40,061
Unbilled Retainage	431,987
Unbilled – Contracts in Progress	10,973
Total Contract Receivables	<u>\$ 1,725,519</u>

At December 31, 2017, all accounts receivable are considered to be collectible within one year.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 3: COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The following is a summary of costs, estimated earnings and billings on uncompleted contracts:

Costs Incurred on Uncompleted Contracts	\$ 3,572,774
Estimated Earnings	442,712
	<u>4,015,486</u>
Less: Billings to date	<u>(4,301,125)</u>
	<u>\$ (285,639)</u>

Included in the accompanying balance sheet under the following captions:

Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 60,405
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>(346,044)</u>
	<u>\$ (285,639)</u>

NOTE 4: PROPERTY AND EQUIPMENT

Property and Equipment consists of the following:

	<u>Life in Years</u>	
Transportation Equipment	5	\$ 40,484
Less: Accumulated Depreciation		<u>(7,889)</u>
		<u>\$ 32,595</u>

Depreciation expense was \$7,578 for the year ended December 31, 2017.

NOTE 5: ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable at December 31, 2017, consist of:

Accounts Payable	\$ 1,775,234
Retainage	280,300
Accrued Expenses	79,351
	<u>\$ 2,134,885</u>

At December 31, 2017, the Company's management expects to pay all of the retainage payable within one year.

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 6: LINE OF CREDIT

The Company has a \$100,000 revolving line of credit with a financial institution. The financial institution charges \$2,500 each month for any unpaid balances. The line of credit is personally guaranteed by the stockholder and is subject annual review and renewal provisions. The Company had no borrowings against the line at December 31, 2017.

NOTE 7: NOTE PAYABLE

Notes payable at December 31, 2017 consists of the following:

Notes payable to a financial institution, due in monthly installments of \$223, bears no interest, and matures in March 2020. The note is personally guaranteed by the Company's stockholder and secured by transportation equipment with a net book value of \$7,156.	\$ 5,888
Notes payable to a bank, due in monthly installments of \$749 including interest of 1.9%, maturing February 2020, collateralized by equipment with a net book value of \$25,440.	19,052
	24,940
Less: Current Portion	(11,372)
	<u>\$ 13,568</u>

Future debt maturities at December 31, 2017 are as follows:

<u>Year Ending December 31,</u>	
2018	\$ 11,372
2019	11,539
2020	2,029
	<u>\$ 24,940</u>

NOTE 8: CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially expose the Company to credit risk consist primarily of cash, contract receivables and accounts payable.

The Company maintains cash balances at various financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. In the normal course of business, the Company may have deposits that exceed the insured limits. The Company has not experienced any losses to date as a result of this policy.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 8: CONCENTRATIONS OF CREDIT RISK (CONTINUED)

Approximately 62% of contract receivables were from four customers. Receivables from each of these customers at December 31, 2017 was as follows:

<u>Customer</u>	<u>Contract Receivable</u>	<u>Percentage of Contract Receivable</u>
A	\$ 401,901	23%
B	252,064	15%
C	210,570	12%
D	202,467	12%
	<u>\$ 1,067,002</u>	<u>62%</u>

Two customers provided approximately 30% of the Company's revenues during 2017. Revenue earned from each of these customers during 2017 was as follows:

<u>Customer</u>	<u>Contract Revenue</u>	<u>Percentage of Contract Revenue</u>
A	\$ 1,111,739	17%
E	900,141	13%
	<u>\$ 2,011,880</u>	<u>30%</u>

Substantially all of the Company's revenue is derived from the performance of construction contracts located in South Florida, for which the company extends credit to customers. Although the Company may have some exposure to credit risk associated with nonpayment, management believes these receivables to be fully collectible.

NOTE 9: INCOME TAXES

The Company has elected S-Corporation status under the provisions of the Internal Revenue Code, which provide that, in lieu of corporation income taxes, the stockholder is taxed on his proportionate share of the company's taxable income. Therefore, no provision or liability for federal income taxes is reflected in these financial statements (see Note 1).

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 9: INCOME TAXES (CONTINUED)

GAAP requires a company to recognize the financial statement effect of a tax position when it is more likely than not (defined as a substantial likelihood of more than 50%), based on the technical merits of the position, that the position will be sustained upon examination.

A tax position that meets the more likely than not recognition threshold is measured to determine the amount of benefit to be recognized in the financial statements based upon the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. The inability of the Company to determine that a tax position meets the more likely than not recognition threshold does not mean that the Internal Revenue Service or any other taxing authority will disagree with the position that the Company has taken.

If a tax position does not meet the more likely than not recognition threshold despite the Company's belief that its filing position is supportable, the benefit of that tax position is not recognized in the financial statements and the Company is required to accrue potential interest and penalties until the uncertainty is resolved. The Company believes that it has a reasonable basis for each of its filing positions and intends to defend those positions if challenged by the IRS or another taxing jurisdiction.

GAAP also requires the disclosure of the accounting policy regarding interest and penalties assessed by the Internal Revenue Service. The Company's policy is to expense these items when they are assessed. The Company had no such expenses for the year ended December 31, 2017.

NOTE 10: FAIR VALUES OF FINANCIAL INSTRUMENTS

The carrying values of cash, contract receivables, and accounts payable and accrued expenses approximate their respective fair values due to the short maturities of those items. The note payable approximates its fair value based upon the Company's current borrowing rate of interest.

NOTE 11: LEASE COMMITMENTS

The Company leased office space under non-cancelable operating lease that expired March 2017 and continued on a month-to-month basis. For the year ended December 31, 2017, total rent expense was \$28,984.

The Company also leases storage space on a month-to-month basis, total lease payments for the storage space included in rent expense for the year ended December 31, 2017 was \$3,744.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 12: LOAN RECEIVABLE

At December 31, 2017, the Company has a loan due from shareholder totaling \$68,454. The loan is non-collateralized, non-interest bearing and due on demand.

NOTE 13: CONTINGENCIES

The Company is contingently liable under a general indemnity agreement with its surety. The Company and its stockholder agree to indemnify the surety for any payments made under contracts of suretyship, guaranty or indemnity. The Company believes that any potential contingent liabilities will be satisfied by their successful performance on specific bonded jobs.

NOTE 14: BACKLOG

The following schedule summarizes changes in backlog on contracts during the period ended December 31, 2017. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in process at December 31, 2017.

Backlog at December 31, 2016	\$ 2,135,384
New contracts and adjustments during the year	7,656,114
	<u>9,791,498</u>
Less contract revenues earned during the period	<u>(6,495,677)</u>
Backlog at December 31, 2017	<u>\$ 3,295,821</u>

The Company entered into additional contracts with estimated revenues of \$4,097,000 between January 1, 2018 and April 13, 2018.

NOTE 15: SUBSEQUENT EVENTS

The Company's management has evaluated subsequent events through April 13, 2018, which is the date the financial statements were available to be issued and has determined that no such events require adjustment to, or disclosure in, the accompanying financial statements.

REPUBLIC CONSTRUCTION CORP
GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>AMOUNT</u>
Advertising and Promotion	\$ 16,775
Auto and Truck	51,459
Bad Debt Expense	178,981
Bank Charges	3,914
Consulting	35,829
Charitable Donations	200
Depreciation and Amortization	7,578
Dues and Subscriptions	3,520
Insurance	24,913
Licenses and Permits	816
Office	49,094
Office Salaries	432,909
Postage and Delivery	1,703
Professional Fees	59,918
Rent	32,728
Travel & Entertainment	1,520
Utilities	18,323
	<u>\$ 920,180</u>

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
EARNINGS FROM CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>CONTRACT REVENUE EARNED</u>	<u>COST OF REVENUE EARNED</u>	<u>GROSS PROFIT</u>
Contracts in progress at year end	\$ 4,008,603	\$ 3,566,434	\$ 442,169
Contracts completed during the year	<u>2,487,074</u>	<u>2,227,647</u>	<u>259,427</u>
	<u>\$ 6,495,677</u>	<u>\$ 5,794,081</u>	<u>\$ 701,596</u>

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
CONTRACTS IN PROGRESS
DECEMBER 31, 2017

PROJECT NUMBER	<u>TOTAL ESTIMATED CONTRACTS</u>				<u>FROM INCEPTION TO 12/31/17</u>					<u>FROM INCEPTION TO 12/31/16</u>			<u>AT 12/31/17</u>		<u>YEAR ENDED 12/31/17</u>		
	TOTAL ESTIMATED REVENUE	TOTAL ESTIMATED COSTS	ESTIMATED GROSS PROFIT	% PROFIT	CONTRACT REVENUE EARNED	COST OF REVENUE TO DATE	GROSS PROFIT	BILLED TO DATE	ESTIMATED COST TO COMPLETE	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	COSTS AND ESTIMATED EARNINGS IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COSTS AND ESTIMATED EARNINGS	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT
16-16	\$ 133,050	\$ 124,793	\$ 8,257	6.21%	\$ 129,166	\$ 121,150	\$ 8,016	\$ 133,050	\$ 3,643	\$ 6,883	\$ 6,340	\$ 543	\$ -	\$ 3,884	\$ 122,283	\$ 114,810	\$ 7,473
16-19	318,677	273,161	45,516	14.28%	296,179	253,876	42,303	318,677	19,285	-	-	-	-	22,498	296,179	253,876	42,303
17-03	587,098	476,448	110,650	18.85%	379,408	307,901	71,507	507,358	168,547	-	-	-	-	127,950	379,408	307,901	71,507
17-05	234,503	179,640	54,863	23.40%	227,225	174,065	53,160	234,503	5,575	-	-	-	-	7,278	227,225	174,065	53,160
17-06	209,022	184,960	24,062	11.51%	113,474	100,411	13,063	140,007	84,549	-	-	-	-	26,533	113,474	100,411	13,063
17-07	586,100	503,340	82,760	14.12%	443,033	380,475	62,558	527,539	122,865	-	-	-	-	84,506	443,033	380,475	62,558
17-11	140,000	122,903	17,097	12.21%	38,266	33,593	4,673	40,094	89,310	-	-	-	-	1,828	38,266	33,593	4,673
17-11.2	404,103	359,640	44,463	11.00%	17,297	15,394	1,903	2,985	344,246	-	-	-	14,312	-	17,297	15,394	1,903
17-12	643,402	590,502	52,900	8.22%	627,635	576,031	51,604	617,838	14,471	-	-	-	9,797	-	627,635	576,031	51,604
17-16	131,202	118,233	12,969	9.88%	94,885	85,506	9,379	111,202	32,727	-	-	-	-	16,317	94,885	85,506	9,379
17-17	224,900	206,487	18,413	8.19%	42,044	38,602	3,442	48,066	167,885	-	-	-	-	6,022	42,044	38,602	3,442
17-18	3,034,028	2,804,378	229,650	7.57%	1,111,739	1,027,590	84,149	1,160,967	1,776,788	-	-	-	-	49,228	1,111,739	1,027,590	84,149
17-19	665,222	615,572	49,650	7.46%	495,135	458,180	36,955	458,839	157,392	-	-	-	36,296	-	495,135	458,180	36,955
	\$ 7,311,307	\$ 6,560,057	\$ 751,250		\$ 4,015,486	\$ 3,572,774	\$ 442,712	\$ 4,301,125	\$ 2,987,283	\$ 6,883	\$ 6,340	\$ 543	\$ 60,405	\$ 346,044	\$ 4,008,603	\$ 3,566,434	\$ 442,169

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
CONTRACTS COMPLETED
FOR THE YEAR ENDED DECEMBER 31, 2017

PROJECT NUMBER	<u>CONTRACT TOTALS - INCEPTION TO 12/31/17</u>					<u>INCEPTION TO 12/31/16</u>			<u>YEAR ENDED 12/31/17</u>		
	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)	% PROFIT		CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	CONTRACT REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)
16-01	\$ 2,337,320	\$ 2,070,507	\$ 266,813	11.42%		\$ 1,347,270	\$ 1,175,124	\$ 172,146	\$ 990,050	\$ 895,383	\$ 94,667
16-07	784,393	666,057	118,336	15.09%		695,392	620,946	74,446	89,001	45,111	43,890
16-10	969,590	901,703	67,887	7.00%		742,127	673,011	69,116	227,463	228,692	(1,229)
16-11	409,351	324,575	84,776	20.71%		315,561	264,663	50,898	93,790	59,912	33,878
16-12	296,864	278,961	17,903	6.03%		215,059	202,932	12,127	81,805	76,029	5,776
16-15	140,490	135,830	4,660	3.32%		13,205	10,947	2,258	127,285	124,883	2,402
16-17	532,815	516,266	16,549	3.11%		21,219	19,456	1,763	511,596	496,810	14,786
16-18	34,601	31,197	3,404	9.84%		1,775	1,281	494	32,826	29,916	2,910
17-01	251,845	215,010	36,835	14.63%		-	-	-	251,845	215,010	36,835
17-02	40,763	24,659	16,104	39.51%		-	-	-	40,763	24,659	16,104
17-13	40,650	31,242	9,408	23.14%		-	-	-	40,650	31,242	9,408
	\$ 5,838,682	\$ 5,196,007	\$ 642,675			\$ 3,351,608	\$ 2,968,360	\$ 383,248	\$ 2,487,074	\$ 2,227,647	\$ 259,427

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
REVIEWED FINANCIAL STATEMENTS
DECEMBER 31, 2018

REPUBLIC CONSTRUCTION CORP
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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Republic Construction Corp
Delray Beach, FL

We have reviewed the accompanying financial statements of Republic Construction Corp an S-Corporation (the "Company"), which comprise the balance sheet as of December 31, 2018, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

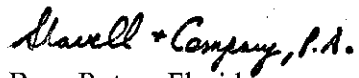
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting procedures generally accepted in the United States of America.

Supplementary Information

The supplementary information included on pages 16 through 19 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.



Boca Raton, Florida

April 5, 2019

REPUBLIC CONSTRUCTION CORP
BALANCE SHEET
DECEMBER 31, 2018

ASSETS

CURRENT ASSETS

Cash	\$ 821,652
Contract Receivables, Net	1,010,827
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	33,001
Loans Receivable - Stockholder	159,056
Prepaid Expenses and Other Current Assets	<u>1,359</u>
Total Current Assets	2,025,895

PROPERTY AND EQUIPMENT, NET 24,498

DEPOSITS 3,335

\$ 2,053,728

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable and Accrued Expenses	\$ 1,176,758
Credit Advances	15,246
Line of Credit	43,615
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	387,219
Current Portion of Notes Payable	<u>8,863</u>
Total Current Liabilities	1,631,701

LONG-TERM LIABILITIES

Notes Payable, Less Current Portion	<u>1,493</u>
	1,633,194

STOCKHOLDER'S EQUITY

Common Stock - No Par Value; 1,000 Shares Authorized, No Shares Issued or Outstanding	-
Retained Earnings	<u>420,534</u>
	<u><u>\$ 2,053,728</u></u>

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2018

	<u>AMOUNT</u>	<u>PERCENT</u>	
CONTRACT REVENUE	\$ 5,103,286	100.00	%
CONTRACT COST	<u>4,286,158</u>	<u>83.99</u>	
Gross Profit	817,128	16.01	
GENERAL AND ADMINISTRATIVE EXPENSES	<u>537,407</u>	<u>10.53</u>	
Income from Operations	<u>279,721</u>	<u>5.48</u>	
OTHER INCOME (EXPENSE)			
Interest Income	61	-	
Interest Expense	<u>(12,610)</u>	<u>(0.25)</u>	
Total Other Income (Expense)	<u>(12,549)</u>	<u>(0.25)</u>	
Net Income	<u><u>\$ 267,172</u></u>	<u><u>5.23</u></u>	%

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2018

Retained Earnings - Beginning of Year	\$ 163,935
Net Income	267,172
Distributions	<u>(10,573)</u>
Retained Earnings - End of Year	<u>\$ 420,534</u>

See Independent Accountants' Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 267,172
Adjustments to Reconcile Net Loss to Net Cash Provided by Operating Activities:	
Depreciation	8,097
Changes in Assets and Liabilities:	
(Increase) Decrease in:	
Contract Receivables, Net	714,692
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	27,404
Prepaid Expenses	41,895
Increase (Decrease) in:	
Accounts Payable and Accrued Expenses	(954,306)
Billings in Excess of Estimated Earnings on Uncompleted Contracts	41,175
Net Cash Provided by Operating Activities	<u>146,129</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Line of Credit, Net	43,615
Repayment of Notes Payable	(14,584)
Distributions to Stockholder	(10,573)
Loans Receivable, Shareholder	(90,602)
Principal Payments on Mortgage Payable	-
Net Cash Used in Financing Activities	<u>(72,144)</u>
Increase in Cash	73,985

Cash:

Beginning	747,667
Ending	<u>\$ 821,652</u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:	
Interest	<u>\$ 12,610</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

Republic Construction Corp (the "Company") is a licensed general contractor. The Company primarily performs on contracts located in Florida. The Company was incorporated in the State of Florida on October 13, 2013. The Company elected S-Corporation status under the provisions of the Internal Revenue Code.

A SUMMARY OF THE COMPANY'S SIGNIFICANT ACCOUNTING POLICIES FOLLOWS:

Revenue and Cost Recognition

Revenue from long-term contracts is recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct materials, labor costs, overhead, and those indirect costs related to contract performance, such as supplies, tools, and equipment rental. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts" represents revenue recognized in excess of amounts billed. The liability "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" represents amount billed in excess of revenue recognized.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recent Accounting Pronouncements:

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014- 09, *Revenue from Contracts with Customers*. This guidance provides a five-step analysis in determining when and how revenue is recognized from contracts so that an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects what it expects in exchange for goods and services. The new standard also requires detailed disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

In February 2016, FASB issued ASU 2016-02, *Leases*. This guidance provides transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements.

For non-public companies, ASU 2014-09 and ASU 2016-02 are effective for calendar year-end 2019 and later. Management is currently evaluating the impact that adoption of the standards will have on the Company’s financial statements.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2018.

Advertising

Costs of advertising are expensed as incurred and amounted to \$14,465 during the year ended December 31, 2018.

Contract Receivables

Contract receivables are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on analysis of specific accounts, taking into consideration the age of the past due accounts and an assessment of the customer’s ability to pay. At December 31, 2018, management of the Company determined that no allowance was necessary.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment is stated at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets.

The Company reviews the carrying value of property, plant, and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment at December 31, 2018.

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is impractical to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when these amounts are paid to employees.

Accounting Estimates

Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, and the difference could be material.

Income Taxes

GAAP under ASC 740-10 *Accounting for Uncertainty in Income Taxes*, prescribes a comprehensive model for how an organization should measure, recognize, present, and disclose in its financial statements uncertain tax positions that an organization has taken or expects to take on a tax return.

While the Company is not taxed for federal and state income tax purposes (see Note 10), the Company's policy is to evaluate and review its tax positions on an ongoing basis to ensure compliance with the applicable provisions of the Internal Revenue Code.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 2: VARIABLE INTEREST ENTITY

The Financial Accounting Standards Board issued accounting standards update (“ASU”) 2014-07 *Consolidation: Applying variable interest entities guidance to common control leasing arrangements*. Qualified private companies that adopt this accounting alternative would no longer apply ASC-810, which requires that variable interest entities be included in consolidated financial statements of the reporting entity that is the primary beneficiary of that variable interest.

Effective January 1, 2018, the Company elected to adopt ASU 2014-07. Accordingly, the real estate entity related by common ownership to the Company has not been consolidated into the financial statements. Management believes that the inclusion of the assets, liabilities, equity operations of these types of related entities, which are not directly related to the Company’s principal business, would provide potentially misleading information to the readers of these financial statements (See Note 12).

If the real estate entity was consolidated the financial statements of the Company would reflect additional assets of \$272,106, liabilities of \$235,252, additional member’s equity of \$36,854, and net income of \$5,455.

NOTE 3: CONTRACT RECEIVABLES

Contract receivables at December 31, 2018, consist of:

Billed	
Contracts in Progress	\$ 628,381
Retainage	311,320
Unbilled – Contracts in Progress	71,126
Total Contract Receivables	<u>\$ 1,010,827</u>

At December 31, 2018, all accounts receivable are considered to be collectible within one year.

NOTE 4: COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The following is a summary of costs, estimated earnings and billings on uncompleted contracts:

Costs Incurred on Uncompleted Contracts	\$ 4,375,993
Estimated Earnings	345,994
	<u>4,721,987</u>
Less: Billings to date	(5,076,205)
	<u>\$ (354,218)</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 4: COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS (CONTINUED)

Included in the accompanying balance sheet under the following captions:

Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 33,001
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>(387,219)</u>
	<u>\$ (354,218)</u>

NOTE 5: PROPERTY AND EQUIPMENT

Property and Equipment consists of the following:

	<u>Life in Years</u>	
Transportation Equipment	5	\$ 40,484
Less: Accumulated Depreciation		<u>(15,986)</u>
		<u>\$ 24,498</u>

Depreciation expense was \$8,097 for the year ended December 31, 2018.

NOTE 6: ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable at December 31, 2018, consist of:

Accounts Payable	\$ 936,058
Retainage	224,452
Accrued Expenses	<u>16,248</u>
	<u>\$ 1,176,758</u>

At December 31, 2018, the Company's management expects to pay all of the retainage payable within one year.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 7: LINE OF CREDIT

The Company has a \$100,000 revolving line of credit with a financial institution. The financial institution charges \$2,500 each month for any unpaid balances. The line of credit is personally guaranteed by the stockholder and is subject to annual review and renewal provisions. The Company borrowed \$43,615 against the line at December 31, 2018.

NOTE 8: NOTE PAYABLE

The Company has note payable of \$10,356 to a bank, due in monthly installments of \$749 including interest of 1.9%, maturing February 2020, collateralized by equipment with a net book value of \$19,896.

Future debt maturities at December 31, 2018 are as follows:

<u>Year Ending December 31,</u>	
2019	\$ 8,863
2020	1,493
	<u>\$ 10,356</u>

NOTE 9: CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially expose the Company to credit risk consist primarily of cash, contract receivables and accounts payable.

The Company maintains cash balances at various financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On December 31, 2018, the Company had exceed the insured limit by \$625,701. The Company has not experienced any losses to date as a result of this policy.

Approximately 80% of contract receivables were from three customers. Receivables from each of these customers at December 31, 2018 was as follows:

<u>Customer</u>	<u>Contract Receivable</u>	<u>Percentage of Contract Receivable</u>
A	\$ 408,526	40%
B	305,059	30%
C	97,150	10%
	<u>\$ 810,735</u>	<u>80%</u>

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 9: CONCENTRATIONS OF CREDIT RISK (CONTINUED)

Two customers provided approximately 61% of the Company's revenues during 2018. Revenue earned from each of these customers during 2018 was as follows:

<u>Customer</u>	<u>Contract Revenue</u>	<u>Percentage of Contract Revenue</u>
A	\$ 959,202	19%
B	2,146,064	42%
	<u>\$ 3,105,266</u>	<u>61%</u>

Substantially all of the Company's revenue is derived from the performance of construction contracts located in South Florida, for which the company extends credit to customers. Although the Company may have some exposure to credit risk associated with nonpayment, management believes these receivables to be fully collectible.

NOTE 10: INCOME TAXES

The Company has elected S-Corporation status under the provisions of the Internal Revenue Code, which provide that, in lieu of corporation income taxes, the stockholder is taxed on his proportionate share of the company's taxable income. Therefore, no provision or liability for federal income taxes is reflected in these financial statements (see Note 1).

GAAP requires a company to recognize the financial statement effect of a tax position when it is more likely than not (defined as a substantial likelihood of more than 50%), based on the technical merits of the position, that the position will be sustained upon examination.

A tax position that meets the more likely than not recognition threshold is measured to determine the amount of benefit to be recognized in the financial statements based upon the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. The inability of the Company to determine that a tax position meets the more likely than not recognition threshold does not mean that the Internal Revenue Service or any other taxing authority will disagree with the position that the Company has taken.

If a tax position does not meet the more likely than not recognition threshold despite the Company's belief that it's filing position is supportable, the benefit of that tax position is not recognized in the financial statements and the Company is required to accrue potential interest and penalties until the uncertainty is resolved. The Company believes that it has a reasonable basis for each of its filing positions and intends to defend those positions if challenged by the IRS or another taxing jurisdiction.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 10: INCOME TAXES (CONTINUED)

GAAP also requires the disclosure of the accounting policy regarding interest and penalties assessed by the Internal Revenue Service. The Company's policy is to expense these items when they are assessed. The Company had no such expenses for the year ended December 31, 2018.

NOTE 11: FAIR VALUES OF FINANCIAL INSTRUMENTS

The carrying values of cash, contract receivables, and accounts payable and accrued expenses approximate their respective fair values due to the short maturities of those items. The note payable approximates its fair value based upon the Company's current borrowing rate of interest.

NOTE 12: RELATED PARTY TRANSACTIONS

Rent

The Company rents the building that it occupies as its executive office on a month-to-month basis from an entity related by common ownership (See Note 2). For the year ended December 31, 2018, total rent expense was \$34,603.

The Company also leases storage space on a month-to-month basis, total lease payments for the storage space included in rent expense for the year ended December 31, 2018 was \$6,085.

Stockholder Loan

At December 31, 2018, the Company has a loan due from shareholder totaling \$159,056. The loan is non-collateralized, non-interest bearing and due on demand.

NOTE 13: CONTINGENCIES

The Company and its stockholder are contingently liable under a general indemnity agreement with its surety. The Company and its stockholder agree to indemnify the surety for any payments made under contracts of suretyship, guaranty or indemnity. The Company believes that any potential contingent liabilities will be satisfied by their successful performance on specific bonded jobs.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 14: BACKLOG

The following schedule summarizes changes in backlog on contracts during the period ended December 31, 2018. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in process at December 31, 2018.

Backlog at December 31, 2017	\$ 3,295,821
New contracts and adjustments during the year	<u>5,174,274</u>
	8,470,095
Less contract revenues earned during the period	<u>(5,103,286)</u>
Backlog at December 31, 2018	<u>\$ 3,366,809</u>

The Company entered into additional contracts with estimated revenues of \$7,566,900 between January 1, 2019 and April 5, 2019.

NOTE 15: SUBSEQUENT EVENTS

The Company's management has evaluated subsequent events through April 5, 2019, which is the date the financial statements were available to be issued and has determined that no such events require adjustment to, or disclosure in, the accompanying financial statements.

**REPUBLIC CONSTRUCTION CORP
GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018**

	<u>AMOUNT</u>
Advertising and Promotion	\$ 14,465
Auto and Truck	19,072
Bad Debt Expense	65,000
Bank Charges	220
Consulting	17,018
Charitable Donations	250
Depreciation	8,097
Dues and Subscriptions	2,984
Entertainment	301
Insurance	31,717
Licenses and Permits	1,249
Office	30,124
Office Salaries	223,510
Postage and Delivery	1,437
Professional Fees	56,428
Rent	40,688
Travel & Entertainment	8,654
Utilities	16,193
	<u>\$ 537,407</u>

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
EARNINGS FROM CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2018

	<u>CONTRACT REVENUE EARNED</u>	<u>COST OF REVENUE EARNED</u>	<u>GROSS PROFIT</u>
Contracts in progress at year end	\$ 3,610,248	\$ 3,348,403	\$ 261,845
Contracts completed during the year	<u>1,493,038</u>	<u>937,755</u>	<u>555,283</u>
	<u>\$ 5,103,286</u>	<u>\$ 4,286,158</u>	<u>\$ 817,128</u>

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
CONTRACTS IN PROGRESS
DECEMBER 31, 2018

PROJECT NUMBER	<u>TOTAL ESTIMATED CONTRACTS</u>				<u>FROM INCEPTION TO 12/31/18</u>					<u>FROM INCEPTION TO 12/31/17</u>			<u>AT 12/31/18</u>		<u>YEAR ENDED 12/31/18</u>		
	TOTAL ESTIMATED REVENUE	TOTAL ESTIMATED COSTS	ESTIMATED GROSS PROFIT	% PROFIT	CONTRACT REVENUE EARNED	COST OF REVENUE TO DATE	GROSS PROFIT	BILLED TO DATE	ESTIMATED COST TO COMPLETE	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	COSTS AND EARNINGS IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COSTS AND ESTIMATED EARNINGS	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT
17-18	\$ 3,280,960	\$ 3,062,859	\$ 218,101	6.65%	\$ 3,257,803	\$ 3,041,241	\$ 216,562	\$ 3,275,663	\$ 21,618	\$ 1,111,739	\$ 1,027,590	\$ 84,149	\$ -	\$ 17,860	\$ 2,146,064	\$ 2,013,651	\$ 132,413
17-20	3,430,936	3,245,980	184,956	5.39%	959,202	907,493	51,709	1,136,930	2,338,487	-	-	-	-	177,728	959,202	907,493	51,709
18-01	369,500	329,840	39,660	10.73%	311,505	278,070	33,435	301,337	51,770	-	-	-	10,168	-	311,505	278,070	33,435
18-02	699,500	622,894	76,606	10.95%	48,578	43,258	5,320	142,252	579,636	-	-	-	-	93,674	48,578	43,258	5,320
18-03	199,900	154,981	44,919	22.47%	81,316	63,044	18,272	179,273	91,937	-	-	-	-	97,957	81,316	63,044	18,272
18-04	108,000	72,846	35,154	32.55%	63,583	42,887	20,696	40,750	29,959	-	-	-	22,833	-	63,583	42,887	20,696
	\$ 8,088,796	\$ 7,489,400	\$ 599,396		\$ 4,721,987	\$ 4,375,993	\$ 345,994	\$ 5,076,205	\$ 3,113,407	\$ 1,111,739	\$ 1,027,590	\$ 84,149	\$ 33,001	\$ 387,219	\$ 3,610,248	\$ 3,348,403	\$ 261,845

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
CONTRACTS COMPLETED
FOR THE YEAR ENDED DECEMBER 31, 2018

PROJECT NUMBER	<u>CONTRACT TOTALS - INCEPTION TO 12/31/18</u>					<u>INCEPTION TO 12/31/17</u>			<u>YEAR ENDED 12/31/18</u>		
	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)	% PROFIT		CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	CONTRACT REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)
16-16	\$ 131,102	\$ 126,856	\$ 4,246	3.24%		\$ 129,166	\$ 121,150	\$ 8,016	\$ 1,936	\$ 5,706	\$ (3,770)
16-19	318,677	271,220	47,457	14.89%		296,179	253,876	42,303	22,498	17,344	5,154
17-03	652,488	555,316	97,172	14.89%		379,408	307,901	71,507	273,080	247,415	25,665
17-05	245,623	177,758	67,865	27.63%		227,225	174,065	53,160	18,398	3,693	14,705
17-06	174,426	158,005	16,421	9.41%		113,474	100,411	13,063	60,952	57,594	3,358
17-07	579,263	494,462	84,801	14.64%		443,033	380,475	62,558	136,230	113,987	22,243
17-11	181,758	145,148	36,610	20.14%		38,266	33,593	4,673	143,492	111,555	31,937
17-11.2	395,260	366,991	28,269	7.15%		17,297	15,394	1,903	377,963	351,597	26,366
17-12	672,539	559,088	113,451	16.87%		627,635	576,031	51,604	44,904	(16,943)	61,847
17-16	125,037	89,488	35,549	28.43%		94,885	85,506	9,379	30,152	3,982	26,170
17-17	285,156	235,766	49,390	17.32%		42,044	38,602	3,442	243,112	197,164	45,948
17-19	494,339	438,379	55,960	11.32%		495,135	458,180	36,955	(796)	(19,801)	19,005
T&M and Previously Closed Jobs	141,117	(135,538)	276,655			-	-	-	141,117	(135,538)	276,655
	\$ 4,396,785	\$ 3,482,939	\$ 913,846			\$ 2,903,747	\$ 2,545,184	\$ 358,563	\$ 1,493,038	\$ 937,755	\$ 555,283

See Independent Accountants' Review Report

REPUBLIC CONSTRUCTION CORP
REVIEWED FINANCIAL STATEMENTS
DECEMBER 31, 2019

REPUBLIC CONSTRUCTION CORP
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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Stockholder
Republic Construction Corp
Delray Beach, FL

We have reviewed the accompanying financial statements of Republic Construction Corp an S-Corporation (the "Company"), which comprise the balance sheet as of December 31, 2019, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting procedures generally accepted in the United States of America.

SHAVELL & COMPANY, P.A.

Certified Public Accountants and Consultants

Supplementary Information

The supplementary information included on pages 18 through 21 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Shavell & Company, P.A.

Boca Raton, Florida

April 10, 2020

REPUBLIC CONSTRUCTION CORP
BALANCE SHEET
DECEMBER 31, 2019

ASSETS

CURRENT ASSETS

Cash	\$ 470,769
Contract Receivables, Net	699,883
Contract Assets	327,700
Loans Receivable - Stockholder	99,860
Prepaid Expenses and Other Current Assets	<u>11,613</u>
Total Current Assets	1,609,825

PROPERTY AND EQUIPMENT, NET 21,286

DEPOSITS 5,502

\$ 1,636,613

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts Payable and Accrued Expenses	\$ 755,426
Line of Credit	51,000
Credit Advances	19,737
Contract Liabilities	241,001
Note Payable	<u>1,453</u>
Total Current Liabilities	1,068,617

STOCKHOLDER'S EQUITY

Common Stock - No Par Value; 1,000 Shares	-
Authorized, No Shares Issued or Outstanding	
Retained Earnings	<u>567,996</u>
	<u><u>\$ 1,636,613</u></u>

See Independent Accountant's Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019

	<u>AMOUNT</u>	<u>PERCENT</u>	
CONTRACT REVENUE	\$ 5,729,609	100.00	%
CONTRACT COST	<u>4,985,133</u>	<u>87.01</u>	
Gross Profit	744,476	12.99	
GENERAL AND ADMINISTRATIVE EXPENSES	<u>569,636</u>	<u>9.94</u>	
Income from Operations	<u>174,840</u>	<u>3.05</u>	
OTHER INCOME (EXPENSE)			
Rebates	24,762	0.43	
Interest Income	439	-	
Interest Expense	<u>(2,579)</u>	<u>(0.05)</u>	
Total Other Income (Expense)	<u>22,622</u>	<u>0.38</u>	
Net Income	<u><u>\$ 197,462</u></u>	<u><u>3.43</u></u>	%

See Independent Accountant's Review Report and Notes to the Financial Statements

**REPUBLIC CONSTRUCTION CORP
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2019**

Retained Earnings - Beginning of Year	\$ 420,534
Net Income	197,462
Distributions	<u>(50,000)</u>
Retained Earnings - End of Year	<u>\$ 567,996</u>

See Independent Accountant's Review Report and Notes to the Financial Statements

REPUBLIC CONSTRUCTION CORP
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 197,462
Adjustments to Reconcile Net Income to Net Cash Used in Operating Activities:	
Depreciation	8,848
Changes in Assets and Liabilities:	
(Increase) Decrease in:	
Contract Receivables, Net	(376)
Contract Assets	16,621
Prepaid Expenses	(12,421)
Increase (Decrease) in:	
Accounts Payable and Accrued Expenses	(192,389)
Contract Liabilities	(370,670)
Net Cash Used in Operating Activities	<u>(352,925)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Property & Equipment	<u>(5,636)</u>
Net Cash Used in Investing Activities	<u>(5,636)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Line of Credit, Net	7,385
Repayment of Notes Payable	(8,903)
Distributions to Stockholder	(50,000)
Loans Receivable, Shareholder	<u>59,196</u>
Net Cash Provided by Financing Activities	<u>7,678</u>
Decrease in Cash	(350,883)

Cash:

Beginning	821,652
Ending	\$ <u><u>470,769</u></u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:	
Interest	\$ <u><u>2,579</u></u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

Republic Construction Corp (the "Company") is a licensed general contractor. The Company primarily performs on contracts located in Florida. The Company was incorporated in the State of Florida on October 13, 2013. The Company elected S-Corporation status under the provisions of the Internal Revenue Code.

Transition - Modified Retrospective Method:

The Financial Accounting Standards Board ("FASB") issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification ("ASC"). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs - Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, the Company refers to the new Topic 606 and Subtopic 340-40 as the "new guidance."

The Company adopted the requirements of the new guidance as of January 1, 2019, utilizing the Modified Retrospective Method of transition. Adoption of the new guidance resulted in changes to accounting policies for revenue and cost recognition, previously described. The difference to revenue and cost recognition-related account balances at January 1, 2019, under the new guidance as compared to the prior revenue recognition guidance was determined to be immaterial. Accordingly, no adjustment to beginning retained earnings was deemed necessary.

A SUMMARY OF THE COMPANY'S SIGNIFICANT ACCOUNTING POLICIES FOLLOWS:

Revenue and Cost Recognition

Revenue is measured based on the amount of consideration specified in a contract with a customer. Revenue is recognized on performance obligations associated with fixed price contracts over time since these services create or enhance assets the customer controls as they are being created or enhanced. The Company measures progress of satisfying performance obligations by using an input method, which is based on costs incurred to date compared to the total estimated costs at completion. The Company believes this measurement best depicts the transfer of control of assets being created or enhanced for the customer. Generally, the Company's contracts contain a single performance obligation. Although multiple promises to transfer individual goods or services may exist, they are not typically distinct within the context of the contracts because the contract promises are interrelated, or they require the Company to perform critical integration so that the customer receives a completed project.

See Independent Accountant's Review Report

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Company recognizes revenue over time for reimbursable and time and material-based contracts, as the customer simultaneously receives and consumes the benefit of those services as work is performed under the contract. As a practical expedient allowed under ASC 606, revenue is recorded for these types of contracts in the amount to which the Company has a right to invoice for the services performed provided that the Company has a right to consideration from the customer in an amount that corresponds directly with the value of the performance completed to date. Costs incurred may include direct labor, direct materials, subcontractor costs, and indirect costs such as salaries and benefits, supplies and tools, equipment costs, and insurance costs. Indirect costs are charged to projects based upon direct costs and overhead allocation rates per dollar of direct costs incurred or direct labor hours worked. Typically, customer contracts will include standard warranties that provide assurance that products and services will function as expected. The Company does not sell separate warranties.

The timing of when the Company bills its customers is generally dependent upon negotiated billing terms, the achievement of certain contract milestones, the completion of certain other phases of the work, or when services are provided. Projects with performance obligations satisfied over time typically recognize revenues in amounts different from cumulative billings. As the rights and obligations in contracts are interdependent, the differences for each contract are combined with certain other asset and liability amounts related to the corresponding contracts in order to determine the net asset or net liability amounts, on a contract-by-contract basis. The amounts for each contract in a net asset position are totaled at the report date and presented in the corresponding balance sheet as contract assets. Likewise, the amounts for each contract in a net liability position are totaled at the report date and presented in the corresponding balance sheet as contract liabilities.

Transaction Price

The nature of the Company's contracts gives rise to several types of variable consideration, including claims and award and incentive fees. The Company includes in the contract estimates additional revenue for submitted contract modifications or claims against the customer when the Company believes it has an enforceable right to the modification or claim, the amount can be estimated reliably, and its realization is probable. In evaluating these criteria, the Company considers the contractual/legal basis for the claim, the cause of any additional costs incurred, the reasonableness of those costs, and the objective evidence available to support the claim. The Company includes award or incentive fees in the estimated transaction price when there is a basis to reasonably estimate the amount of the fee. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration are estimated based upon historical experience and known trends.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract Modifications

Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications or requirements. In most instances, contract modifications are for goods or services that are not distinct, and, therefore, are accounted for as part of the existing contract.

Contract Bid Costs

The Company incurs substantial costs related to proposing for and negotiating the terms of construction contracts. These activities generally include initial design costs. These costs may not be explicitly chargeable to the customer, even if the Company obtains the contract.

The Company charges all such costs to expense, regardless of whether the Company is successful in obtaining a contract. Bid costs are not incremental because they would be incurred whether or not a contract is obtained. Under GAAP, only incremental costs of obtaining a contract may be deferred and amortized over the expected period of recovery.

Significant Estimates

The Company uses an input method to report earnings on long-term contracts. This method requires estimating the completion costs of each contract. While management believes it is unlikely, it is at least reasonably possible that the estimated costs of any contract currently in progress could be revised in the near-term and that such revisions could be material to the financial statements.

Recent Accounting Pronouncement

In February 2016, FASB issued Accounting Standards Update ("ASU") 2016-02, *Leases*. This guidance provides transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. For non-public companies, ASU 2016-02 is effective for calendar year-end 2021. Management is currently evaluating the impact that adoption of the standards will have on the Company's financial statements.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2019.

Advertising

Costs of advertising are expensed as incurred and amounted to \$1,069 during the year ended December 31, 2019.

Contract Receivables, Net

Contract receivables are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on analysis of specific accounts, taking into consideration the age of the past due accounts and an assessment of the customer's ability to pay. As of December 31, 2019, management of the Company determined that no allowance was necessary. Bad debt expense for the year ended December 31, 2019 was \$21,807.

Property and Equipment

Property and equipment is stated at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment as of December 31, 2019.

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is impractical to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when these amounts are paid to employees.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1: NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounting Estimates

Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, and the difference could be material.

Income Taxes

GAAP under ASC 740-10 *Accounting for Uncertainty in Income Taxes*, prescribes a comprehensive model for how an organization should measure, recognize, present, and disclose in its financial statements uncertain tax positions that an organization has taken or expects to take on a tax return.

While the Company is not taxed for federal and state income tax purposes (See Note 11), the Company's policy is to evaluate and review its tax positions on an ongoing basis to ensure compliance with the applicable provisions of the Internal Revenue Code.

NOTE 2: VARIABLE INTEREST ENTITY

The Financial Accounting Standards Board issued accounting standards update ("ASU") 2014-07 *Consolidation: Applying variable interest entities guidance to common control leasing arrangements*. Qualified private companies that adopt this accounting alternative would no longer apply ASC-810, which requires that variable interest entities be included in financial statements of the reporting entity that is the primary beneficiary of that variable interest.

Effective January 1, 2019, the Company elected to adopt ASU 2014-07. Accordingly, the real estate entity related by common ownership to the Company has not been consolidated into the financial statements. Management believes that the inclusion of the assets, liabilities, equity operations of this type of related entity, which is not directly related to the Company's principal business, would provide potentially misleading information to the readers of these financial statements (See Note 13).

If the real estate entity was consolidated, the financial statements of the Company would reflect additional assets of \$263,941, liabilities of \$234,083, additional member's equity of \$29,858, and net income of \$5,505.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 3: CONTRACT ASSETS AND LIABILITIES

The components of the Contract Assets balance as of the respective dates were as follows:

	December 31, 2019	January 1, 2019
Revenue Recognized in Excess of Billings (See Note 5) \$	13,080	\$ 33,001
Contract Retention	314,620	311,320
Total Contract Assets	<u>\$ 327,700</u>	<u>\$ 344,321</u>

As of December 31, 2019, all of retainage receivables are expected to be collected within one year.

The components of the contract liabilities as of the respective dates were as follows:

	December 31, 2019	January 1, 2019
Billings in Excess of Revenue Recognized (See Note 5) \$	46,054	\$ 387,219
Contract Retention	194,947	224,452
Total Contract Liabilities	<u>\$ 241,001</u>	<u>\$ 611,671</u>

NOTE 4: CONTRACT RECEIVABLES, NET

Contract receivables as of December 31, 2019, consist of:

Contracts in Progress	\$ 674,999
Contracts Completed	<u>24,884</u>
Total Contract Receivables, Net	<u>\$ 699,883</u>

NOTE 5: COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The following is a summary of costs, estimated earnings, and billings on uncompleted contracts:

Costs Incurred on Uncompleted Contracts	\$ 5,386,150
Estimated Earnings	<u>691,948</u>
	6,078,098
Less: Billings to date	<u>(6,111,072)</u>
	<u>\$ (32,974)</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 5: COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS (CONTINUED)

The following are included in the accompanying balance sheet as a component of Contract Assets and Contract Liabilities, respectively:

Revenue Recognized in Excess of Billings	\$ 13,080
Billings in Excess of Revenue Recognized	<u>(46,054)</u>
	<u>\$ (32,974)</u>

NOTE 6: PROPERTY AND EQUIPMENT

Property and Equipment as of December 31, 2019 consists of the following:

	<u>Life in Years</u>	
Transportation Equipment	5-7	\$ 46,120
Less: Accumulated Depreciation		<u>(24,834)</u>
		<u>\$ 21,286</u>

Depreciation expense was \$8,848 for the year ended December 31, 2019.

NOTE 7: ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable as of December 31, 2019, consist of:

Accounts Payable	\$ 727,140
Accrued Expenses	<u>28,286</u>
	<u>\$ 755,426</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 8: LINES OF CREDIT

The Company has a \$200,000 revolving line of credit with a financial institution, which bears interest at the prime rate plus 1% (5.75% as of December 31, 2019), and its payable on demand. The line of credit is personally guaranteed by the stockholder and collateralized by all of the Company's assets. The Company had no borrowings at December 31, 2019.

The Company has a \$51,000 revolving line of credit with another financial institution, which bears interest at 5.53% as of December 31, 2019. The line of credit is personally guaranteed by the stockholder and collateralized by all of the Company's assets. As of December 31, 2019, the Company owes \$51,000 against the line.

NOTE 9: NOTE PAYABLE

The Company has note payable of \$1,453 to a bank, due in monthly installments of \$749 including interest of 1.9%, maturing February 2020, collateralized by equipment with a net book value of \$12,980.

NOTE 10: CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially expose the Company to credit risk consist primarily of cash, contract receivables, contract assets, accounts payable, accrued expenses, and contract liabilities.

The Company maintains cash balances at various financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Company has not experienced any losses to date as a result of this policy.

Approximately 88% of contract receivables were from three customers. Receivables from each of these customers at December 31, 2019 was as follows:

<u>Customer</u>	<u>Contract Receivable</u>	<u>Percentage of Contract Receivable</u>
A	\$ 350,069	50%
B	81,596	12%
C	180,518	26%
	<u>\$ 612,183</u>	<u>88%</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 10: CONCENTRATIONS OF CREDIT RISK (CONTINUED)

Three customers provided approximately 79% of the Company's revenues during 2019. Revenue earned from each of these customers during 2019 was as follows:

<u>Customer</u>	<u>Contract Revenue</u>	<u>Percentage of Contract Revenue</u>
A	\$ 2,826,262	49%
B	808,235	14%
C	931,129	16%
	<u>\$ 4,565,626</u>	<u>79%</u>

Substantially all of the Company's revenue is derived from the performance of construction contracts located in South Florida, for which the company extends credit to customers. Although the Company may have some exposure to credit risk associated with nonpayment, management believes these receivables to be fully collectible.

NOTE 11: INCOME TAXES

The Company has elected S-Corporation status under the provisions of the Internal Revenue Code, which provide that, in lieu of corporation income taxes, the stockholder is taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes is reflected in these financial statements (See Note 1).

GAAP requires a company to recognize the financial statement effect of a tax position when it is more likely than not (defined as a substantial likelihood of more than 50%), based on the technical merits of the position, that the position will be sustained upon examination.

A tax position that meets the more likely than not recognition threshold is measured to determine the amount of benefit to be recognized in the financial statements based upon the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. The inability of the Company to determine that a tax position meets the more likely than not recognition threshold does not mean that the Internal Revenue Service or any other taxing authority will disagree with the position that the Company has taken.

If a tax position does not meet the more likely than not recognition threshold despite the Company's belief that it's filing position is supportable, the benefit of that tax position is not recognized in the financial statements and the Company is required to accrue potential interest and penalties until the uncertainty is resolved. The Company believes that it has a reasonable basis for each of its filing positions and intends to defend those positions if challenged by the Internal Revenue Service or another taxing jurisdiction.

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 11: INCOME TAXES (CONTINUED)

GAAP also requires the disclosure of the accounting policy regarding interest and penalties assessed by the Internal Revenue Service. The Company's policy is to expense these items when they are assessed. The Company had no such expenses for the year ended December 31, 2019.

NOTE 12: FINANCIAL INSTRUMENTS

The carrying values of cash, contract receivables, contract assets and accounts payable and accrued expenses, and contract liabilities approximate their respective fair values due to the short maturities of those items. The note payable approximates its fair value based upon the Company's current borrowing rate of interest with similar terms and average maturities.

NOTE 13: RELATED PARTY TRANSACTIONS

Rent

The Company rents the building that it occupies as its executive office on a month-to-month basis from an entity related by common ownership (See Note 2). For the year ended December 31, 2019, total rent expense was \$50,583.

Stockholder Loan

As of December 31, 2019, the Company has a loan due from its shareholder totaling \$99,860. The loan is non-collateralized, non-interest bearing, and due on demand.

NOTE 14: LEASE COMMITMENTS

The Company also leases office equipment, construction equipment, and vehicle under various operating lease agreements, which expires May 2022. The following is a schedule of future minimum rental payments required under the leases as of December 31, 2019:

<u>For the Year Ending December 31,</u>	
2020	\$ 39,633
2021	15,348
2022	<u>6,187</u>
	<u>\$ 61,168</u>

REPUBLIC CONSTRUCTION CORP
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 15: CONTINGENCIES

The Company and its stockholder are contingently liable under a general indemnity agreement with its surety. The Company and its stockholder agree to indemnify the surety for any payments made under contracts of suretyship, guaranty or indemnity. The Company believes that any potential contingent liabilities will be satisfied by their successful performance on specific bonded jobs.

NOTE 16: BACKLOG

The following schedule summarizes changes in backlog on contracts during the period ended December 31, 2019. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in process as of December 31, 2019.

Backlog as of December 31, 2018	\$ 3,366,809
New contracts and adjustments during the year	<u>8,875,441</u>
	12,242,250
Less contract revenues earned during the period	<u>(5,729,609)</u>
Backlog as of December 31, 2019	<u>\$ 6,512,641</u>

NOTE 17: SUBSEQUENT EVENTS

The Company's management has evaluated subsequent events through March 15, 2020, the date the combined financial statements were available to be issued, and has determined, other than the following paragraph, that no such events require adjustment to, or disclosure in, the accompanying combined financial statements.

Global efforts to contain the spread of COVID-19, often referred to as the Coronavirus, have significantly impacted many businesses and the economy. While the situation is evolving rapidly, and the full impact is not yet known, the disruption caused by the Coronavirus is affecting business and consumer activities worldwide - including disruption to major financial markets, supply chains, interruption of production, limited personnel, facility and store closures, and decreased demand from both business customers and consumers. As of March 15, 2020, the Company's management is assessing the impact on its combined operations, but currently the ultimate effects of COVID-19 are unknown.

REPUBLIC CONSTRUCTION CORP
GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2019

	<u>AMOUNT</u>
Advertising and Promotion	\$ 1,069
Auto and Truck	29,184
Bad Debt Expense	21,807
Bank Charges	991
Consulting	21,233
Depreciation	8,848
Dues and Subscriptions	3,835
Entertainment	235
Insurance	52,744
Licenses and Permits	1,027
Maintenance	209
Office	65,842
Office Salaries	192,395
Postage and Delivery	1,751
Professional Fees	87,856
Rent	50,583
Small Tools	1,804
Travel & Entertainment	5,387
Utilities	22,836
	<u><u>\$ 569,636</u></u>

See Independent Accountant's Review Report

REPUBLIC CONSTRUCTION CORP
EARNINGS FROM CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2019

	CONTRACT REVENUE EARNED	COST OF REVENUE EARNED	GROSS PROFIT
Contracts in progress as of year end	\$ 5,070,318	\$ 4,435,399	\$ 634,919
Contracts completed during the year	<u>659,291</u>	<u>549,734</u>	<u>109,557</u>
	<u><u>\$ 5,729,609</u></u>	<u><u>\$ 4,985,133</u></u>	<u><u>\$ 744,476</u></u>

REPUBLIC CONSTRUCTION CORP
CONTRACTS IN PROGRESS
DECEMBER 31, 2019

PROJECT NUMBER	<u>TOTAL ESTIMATED CONTRACTS</u>				<u>FROM INCEPTION TO 12/31/19</u>					<u>FROM INCEPTION TO 12/31/18</u>			<u>AS OF 12/31/19</u>		<u>YEAR ENDED 12/31/19</u>		
	TOTAL ESTIMATED REVENUE	TOTAL ESTIMATED COSTS	ESTIMATED GROSS PROFIT	% PROFIT	CONTRACT REVENUE EARNED	COST OF REVENUE TO DATE	GROSS PROFIT	BILLED TO DATE	ESTIMATED COST TO COMPLETE	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	REVENUE RECOGNIZED IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF REVENUE RECOGNIZED	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT
19-03	\$ 7,250,000	\$ 6,179,000	\$ 1,071,000	14.77%	\$ 835,664	\$ 712,216	\$ 123,448	\$ 822,584	\$ 5,466,784	\$ -	\$ -	\$ -	\$ 13,080	\$ -	\$ 835,664	\$ 712,216	\$ 123,448
17-20	3,798,000	3,569,461	228,539	6.02%	3,785,464	3,557,679	227,785	3,797,795	11,782	959,202	907,493	51,709	-	12,331	2,826,262	2,650,186	176,076
18-02	873,046	628,193	244,853	28.05%	856,813	616,513	240,300	873,046	11,680	48,578	43,258	5,320	-	16,233	808,235	573,255	234,980
19-04	596,693	509,653	87,040	14.59%	558,754	477,248	81,506	575,959	32,405	-	-	-	-	17,205	558,754	477,248	81,506
19-08	73,000	39,660	33,340	45.67%	41,403	22,494	18,909	41,688	17,166	-	-	-	-	285	41,403	22,494	18,909
	\$ 12,590,739	\$ 10,925,967	\$ 1,664,772		\$ 6,078,098	\$ 5,386,150	\$ 691,948	\$ 6,111,072	\$ 5,539,817	\$ 1,007,780	\$ 950,751	\$ 57,029	\$ 13,080	\$ 46,054	\$ 5,070,318	\$ 4,435,399	\$ 634,919

See Independent Accountant's Review Report

REPUBLIC CONSTRUCTION CORP
CONTRACTS COMPLETED
FOR THE YEAR ENDED DECEMBER 31, 2019

PROJECT NUMBER	<u>CONTRACT TOTALS - INCEPTION TO 12/31/19</u>				<u>INCEPTION TO 12/31/18</u>			<u>YEAR ENDED 12/31/19</u>		
	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)	% PROFIT	CONTRACT REVENUE EARNED	COST OF REVENUE	GROSS PROFIT	CONTRACT REVENUES EARNED	COST OF REVENUE	GROSS PROFIT (LOSS)
17-10	\$ 95,465	\$ 95,613	\$ (148)	-0.16%	\$ -	\$ -	\$ -	\$ 95,465	\$ 95,613	\$ (148)
17-18	3,282,106	3,047,771	234,335	7.14%	3,257,803	3,041,241	216,562	24,303	6,530	17,773
18-01	386,642	393,768	(7,126)	-1.84%	311,505	278,070	33,435	75,137	115,698	(40,561)
18-03	209,291	125,839	83,452	39.87%	81,316	63,044	18,272	127,975	62,795	65,180
18-04	125,750	92,901	32,849	26.12%	63,583	42,887	20,696	62,167	50,014	12,153
19-01	167,430	140,819	26,611	15.89%	-	-	-	167,430	140,819	26,611
T&M and Previously Closed Jobs	106,814	78,265	28,549		-	-	-	106,814	78,265	28,549
	\$ 4,373,498	\$ 3,974,976	\$ 398,522		\$ 3,714,207	\$ 3,425,242	\$ 288,965	\$ 659,291	\$ 549,734	\$ 109,557

See Independent Accountant's Review Report

AUTHORITY FOR INDIVIDUALS



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

NEUBARTH, STEVEN

REPUBLIC CONSTRUCTION CORP
601 N CONGRESS AVE STE 437
DELRAY BEACH FL 33445

LICENSE NUMBER: CGC1505065

EXPIRATION DATE: AUGUST 31, 2022

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Florida Profit Corporation

REPUBLIC CONSTRUCTION CORP

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Event Date Filed 10/02/2019

Event Effective Date NONE

Principal Address [NEW ADDRESS](#)

601 N CONGRESS AVE

STE 311

DELRAY BEACH, FL 33445

Changed: 10/02/2019

Mailing Address

601 N CONGRESS AVE

STE 311

DELRAY BEACH, FL 33445

Changed: 10/02/2019

Registered Agent Name & Address

NEUBARTH, STEVEN

601 N CONGRESS AVE

STE 311

DELRAY BEACH, FL 33445

Name Changed: 12/17/2015

Address Changed: 01/31/2017

Officer/Director Detail

Name & Address

Title P [ASSIGNED OFFICER](#)

NEUBARTH, STEVEN

601 N Congress Ave

Suite 311

DELRAY BEACH, FL 33445

Title SV ASSIGNED OFFICER

ESPINO, CATHERYN

601 N CONGRESS AVE

STE 311

DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2017	01/31/2017
2018	02/16/2018
2019	02/28/2019

Document Images

10/02/2019 -- Amendment	View image in PDF format
02/28/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
11/28/2016 -- Reg. Agent Change	View image in PDF format
06/16/2016 -- ANNUAL REPORT	View image in PDF format
12/17/2015 -- REINSTATEMENT	View image in PDF format
10/31/2013 -- Domestic Profit	View image in PDF format

KEY PERSONNEL

Jeffrey E. Halverson, E.I.
Riviera Beach, Florida
(561) 797-7222 Jeh272@att.net

CONSTRUCTION PROJECT MANAGER

Record of over 30 years of full life-cycle construction project management and engineering in capital project design, bidding, construction and commissioning for both the public and private sector. **My specialty is Multi-discipline design team and construction contractor management.** Projects include: feasibility studies, needs assessments, 5-10 year Capital Improvement Plans (CIP), new buildings, utilities, road, street-scaping, traffic calming, park master planning, new parks, HVAC systems, and full renovations of parks and buildings. **My projects emphasize safety, current schedules, payment processing, and client satisfaction.** Experienced communicator with over 60 City Commission and 40 neighborhood presentations. Experienced writer of over 120 City Commission, Engineering, Public Works, and Community Redevelopment Agency (CRA) Board agenda items. Extensive experiences as a design team and design/build selection committee member as well as Request for Proposal / Scope of Work writer. Experience in developing division and department budgets for equipment, staff and operating expenses. Direct supervisory experience with engineers, draftsmen and field crews. Bi-lingual: English/Spanish.

PROFESSIONAL BACKGROUND -----

2019 – PROJECT MANAGER, Republic Construction Corp, Delray Beach, FL

- ✓ Pharmaceutical manufacturing facility, Renovation and construction of 20k sf, \$10 Mil. PM duties (Subcontractor agreements, scheduling, permits, Submittals, RFIs, Pay Apps, Change Orders, Inspections)

2017 to 2019 – **PROJECT MANAGER**, West Construction Inc., Lantana, FL

- ✓ Supervised staff of three superintendents and two assistant project managers
- ✓ Fire Station #45, City of Hollywood, 5k sf, \$3.2 Mil. PM duties (Subcontractor agreements, scheduling, permits, Submittals, RFIs, Pay Apps, Change Orders, Inspections)
- ✓ Fire Station #86 with Field Operations Center, Town of Davie, 12k sf, \$5.6 Mil. PM duties
- ✓ Ingalls Park Renovation, City of Hallandale Beach, 8 acres & buildings, \$2.3 Mil. PM duties

2016 to 2017 – **OWNER / MANAGER** of landscape design and maintenance firm

2014 to 2016 – **AT HOME CAREGIVER** of terminally ill family member

2013 to 2014 – **PRESIDENT**, Northwood Village Merchant Asso. (106 business members over 9 blocks)

- ✓ Coordinate with the CRA on capital improvements to the area, events, funding, and marketing
- ✓ Public presentations to the CRA Board highlighting importance of business district and critical need for capital improvements
- ✓ Arrange and conduct monthly business meetings and special events

2004 to 2013 – **SENIOR PROJECT MANAGER**, Eng. & Public Utilities, City of West Palm Beach (CWPB)

- ✓ Created and implemented program with the Building Department to speed up permitting and reduce changes for capital projects
- ✓ Initiated the incorporation of Green elements into capital projects
- ✓ Design management of new Fire Stations 4, 5 (with EOC), & 8. Between 11k & 22k sf each
- ✓ Design team and construction management for renovations to eleven parks which included buildings, park facilities, parking, bulkheads and landscaping. 85% brought to closure on time and in budget
- ✓ Created and implemented program with the Building Department to speed up permitting and reduce changes for capital projects
- ✓ Within four months initiated and completed the renovation of a historic building to accommodate City's Employee Medical Clinic (x-ray room, exam rooms, HVAC, records and reception)
- ✓ Special assignment as PM for CRA projects (building renovation, street/storm improvements)
- ✓ Manage CIP projects and construction within the Downtown Development Agency jurisdiction
- ✓ Planning and Installation of five separate large art works for the Art in Public Places fund

- ✓ Coordinate water, sewer and storm water improvements related to traffic calming projects
- ✓ Preparation of grant applications for Florida Inland Navigation District (FIND) and Federal Emergency Management Administration (FEMA)
- ✓ Coordination with FDOT, FIND, FEMA, private foundations and PBC staff on multiple projects for grants, permits, reimbursements and contract/agreement closeout
- ✓ Hurricane recovery activities related to Hurricanes Francis, Jeanne & Wilma
- ✓ Large HVAC and electrical system refit at five existing facilities including an ice skating rink

1999 to 2003 – **EXECUTIVE ASSISTANT TO MAYOR DAVES**, Mayor's Office, CWPB

- ✓ Coordinate with Administration and conduct briefings of City Commissioners
- ✓ Coordinate the successful sale of \$20M Parks Bond for Mayor's community buy-in efforts
- ✓ Review and comment on sensitive neighborhood and budget issues for Commission review
- ✓ Arrange and plan special projects and neighborhood initiatives with appropriate departments
- ✓ Staff Liaison to the Art in Public Places Committee to implement funding and artist selection
- ✓ Lead in writing the Scope of Work for RFP's for design consultants of a new Flagler Waterfront and Municipal Library

1994 to 1999 – **CAPITAL PROJECTS DIVISION MANAGER**, Eng. and Public Utilities, CWPB

- ✓ Supervision of professional engineers, draftsmen, survey crew, field inspectors and contract administrators (staff of 17)
- ✓ Supervision (2 yr.) of Street Lighting, Concrete and Asphalt Maintenance crews (staff of 41) including annual budgets, equipment purchase and performance evaluations
- ✓ Continuance of thirteen years of annual collection of information and coordination for the League of Cities and PBC for the distribution of Gas Tax funds in accordance with Florida Statutes
- ✓ Specifications, bidding and supervision of inspection crew for annual road resurfacing.
- ✓ Design team and construction management of new Fire Stations 2, 3 (awarded the Build Florida Award, & Gold Prize Fire Chiefs Mag.), 7 & Temporary 8
- ✓ Planning and permitting for the Flagler Dr. Docking, Activity Nodes and Bulkhead replacement
- ✓ Design team and construction management of remodeling or new construction of recreation centers at South Olive, Phipps, Gaines, Pleasant City, Northwood (Boys & Girls Club), & Coleman
- ✓ Manage the design team for City Hall renovation (65k sf) and addition (40k sf)
- ✓ Budgeting, planning, design team management and construction of two Fleet Vehicle Fueling Facilities as well as Facility Need Assessments

1992 to 1994 – **CAPITAL PROJECTS MANAGER**, Engineering Dept., CWPB

- ✓ Managed staff of 16 (engineers, draftsmen, survey crew, contract specialists)
- ✓ Storm water improvements to El Prado Rd, Poinsettia, Dixie Hwy, and Flagler Drive
- ✓ Project management for the closure of the 65 acre Haverhill Yard Trash Site
- ✓ Manage the scheduling of municipal development needs for City Place development
- ✓ Street lighting upgrades to Northwood and Flamingo neighborhoods
- ✓ Implemented the City's first Geographic Information System (GIS)
- ✓ Design team and construction management of a new Vedado Park Rec. Ctr.
- ✓ Project manager for planning, design, bidding and construction of four-lane Quadrille Blvd

1986 to 1991 – **CIVIL ENGINEER III**, Engineering Dept., CWPB

- ✓ Managed staff of 11 (engineers, draftsmen, survey crew)
- ✓ Hurricane recovery activities related to Hurricane Andrew
- ✓ Introduced and implemented Computer Aided Design and Drafting
- ✓ Assigned as CWPB three-year representative on the PBC Environmentally Sensitive Lands Acquisition Committee advising County on property acquisitions for County parks
- ✓ Numerous new and replacement storm water projects
- ✓ Numerous new road projects and road widening projects

1984 to 1985 – **CIVIL ENGINEER II**, Engineering Dept., CWPB

- ✓ Annual evaluation of street resurfacing and contracting of the work
- ✓ Storm water upgrades to eight streets in the south end of the City

- ✓ Baseball field lighting upgrades at three parks
- ✓ Numerous small parks and building project designs

EDUCATION-----

- University of Florida, Bachelor of Science in Civil Engineering
- Tort Liability, Construction Project Administration & Claims Avoidance
- Concepts, Practices & Implementation of Total Quality Management Team Leader
- Controlling Construction Costs
- Hurricane Preparedness and Recovery
- Green Industries-Best Management Practices FL- DEP and Professional Landscape Management IFAS
- Proficient with Excel, Word, Lotus Notes, Xero, PowerPoint, Publisher, MS Project and Corecon
- Leadership Palm Beach County (PBC Chamber of Commerce)
- In process, studying for LEED AP certification and Professional Engineer exam April 2020

References and Letters of Reference available upon request.

Vishnuvardhan Billa
Delray Beach, FL.
(321)-405-7356
vishnuvardhan.billa@gmail.com

CONSTRUCTION PROJECT ENGINEER

Summary	Project engineer with broad experience in management and engineering fields of construction. Skilled in scheduling, estimating and modernized project administration by use of vocational software tools. Administrative professional with Masters in civil engineering and specialization in construction management including cognizance over governing multiple projects.		
Education	Florida Institute of Technology, Melbourne, FL. Masters in Civil engineering with specialization in Construction management		Dec 2016 GPA 3.5
	National Institute of Technology, Raipur, India. Bachelors of science in Civil engineering.		May 2013 GPA 3.8
Technical Skills	Const. Management – Primavera, Prolog, Foundation, Raken Estimation – Plan swift, On-screen takeoff, Sage, Bluebeam Scheduling – MS project, Excel Design – Revit, AutoCAD, Staad Pro		
Certificates	OSHA 30 Hour Certified, Construction Manager In- Training.		
Experience	Republic Construction Corp – Project Engineer Delray Beach, FL Contact: Email: steven@republicconstructioncorp.com Ph: 561-900-2487 - Projects: Kreusler Park, Gulfstream Town hall addition, Village Commons, JFK Medical center - Resource Management, Develop and Monitor Project Framework, Analyzing shop drawings, Handling construction documents. - Scheduling, sub-contracting and eliminating project delays by evaluating float variation. - Coordinating with superintendent and resolving conflicting field conditions on the project. - Organize progress meetings and assist project manager in updating the owner. Sep 2017 - Present		
	Republic Construction Corp - <i>Estimator</i> Delray Beach, FL Contact – Email: steven@republicconstructioncorp.com Ph: 561-900-2487 - Projects: MOD Pizza, SBDD Maintenance building, New Mount Olive Church, Lake park. - Perform quantity takeoffs and verify bid proposals to resolve high cost variances. - Investigate construction site and budget for general conditions. - Communicate with Architect/ Engineers on any plan and specification discrepancies. - Gather all bid docs required for successful completion of the bidding process. Feb- Aug 2017		
	IJM Infrastructure Ltd. – <i>Management Intern</i> , Vijayawada, India. Contact – Email: cggan@ijm.com Ph: +91 40 2311 4661 - Perform cost estimation for concrete, rebar and earthwork for various structures on the project. - Assist in scheduling of project and studied application of agile management. - Monitor work progress with the guidance of superintendent on job. - Present the work augmentation and cost escalation to the owners May – Aug 2012		
	GMR Infrastructure Ltd. – <i>Engineering Intern</i> , Hyderabad, India. Contact –Email: prasad@gmrgroup.com Ph: +91 11 4719 7001 - Collaborate with lead estimator on quantity take offs and obtain job site data. - Survey the site for the layout and levelling process. - Train in contract administration and project data documentation. - Study safety requirement processes and analyze work conditions. May – July 2011		

Academic Projects	Melbourne City Hall Project – Project Lead, FIT Melbourne, USA	Sep – Dec 2016
	• Estimated the Melbourne city hall building with sidewalks and curbs using RSMeans. • Worked on MS project for cost allocation and analysis for the project work. • Prepared a CPM scheduling and the network diagram for the project using MSPProject. • Plotted S curve for analyzing the cost variance for each month. • A proposal bid has been prepared with specific safety plan.	
	Kinberg Office Building Project – Teammate, FIT Melbourne, USA	Sep – Dec 2015
	• Estimated all the CSI components of the building with reference to RS means. • Prepared a bid proposal for the project using the lump sum contract technique. • Won 1st place in the competition for preparing and presenting the bid for the project.	
	Florida Tech Car Parking System Project – Teammate, FIT Melbourne, USA	Sep – Dec 2015
	• Performed feasibility analysis for the advanced car parking system. • Designed a car parking model using AutoCAD and worked on its Work breakdown structure. • Achieved the objective of completing the project within budget of 100k in 20 weeks using critical path method.	
	RCC Structural Element and Isolator Design – Project Head, NIT Raipur, India	Jan – May 2013
	• Used Staad Pro and visual basic to develop a software to analyze the stresses in the elements. • Designed a seismic base isolator system for earthquake resistance of the structure. • Proved the use of LLRB for withstanding of seismic waves according to ISC.	
Honors	• Winner of AUTOCON - inter college AutoCAD competition. • Winner of inter college volleyball championship for year 2010 – 2014.	
Activities	• Indian Student Association ISA Sanskriti. • American Society of Civil engineers (ASCE).	

CERTIFICATIONS

"The Capital City of the Palm Beaches"

November 20, 2019

Republic Construction & Development, Corp.
Attention: Steven Neubarth
601 N. Congress Ave, suite 311
Delray Beach, Florida 33445

Dear Mr. Neubarth:

Congratulations! Your company has been certified as a Small Business Enterprise with the City of West Palm Beach. Your certification will remain in effect until **November 19, 2022.**

There are many benefits to certification with the City, which include:

- ✚ Notification of opportunities to participate in City contracts in your business area of specialty;
- ✚ Providing your business and contact information to contractors who are selected for major bids; and
- ✚ Access to technical assistance, training and other support from the Small Business Program.

Please notify us of any changes in ownership, control of your company or contact information during the period of your certification. If we can assist you in any way, please do not hesitate to call on us.

Sincerely,



Frank Hayden
Procurement Official

Encls.

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

REPUBLIC CONSTRUCTION CORP

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

* * * *

- Building Maintenance and Repair Services: Drywall Services
- Construction Services, Trade (New Construction): Concrete
- Management Services: Construction Management Services

* * * *

Issued by the City of West Palm Beach for a three year period November 20, 2019 to November 19, 2022

Certificate Vendor Number: 1055522



Frank Hayden
Procurement Official



January 16, 2020

**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Mr. Steven Neubarth
Republic Construction Corp.
601 N. Congress Ave. STE 311
Delray Beach, FL 33445

Dear Mr. Neubarth:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for recertification and is pleased to announce that your firm has been certified for:

91075 - Wall and Ceiling Maintenance, Repair and Replacement Services, Including Drywalling
91361 - Construction, Vertical, Concrete, Pour-In-Place, Form, Place, Finish
91362 - Construction, Concrete, Pour-In-Place, Form, Finish
91382 - Maintenance and Repair, Sidewalk and Driveway, Including Removal
95826 - Construction Management Services
91427 - Carpentry
91006 - Carpentry Maintenance and Repair Services, as a Small Business Enterprise (SBE) for three (3) years, expiring **January 16, 2023**. You will not receive S/MBE consideration if you bid in another area. **Please keep track of your expiration date.** Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to modify your certification.



Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
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Dave Kerner, Mayor

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Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of **Republic Construction Corp.** with **vendor code: VS0000005792.**

Sincerely,

Angie Whitaker
Small Business Development Specialist II
Office of Small Business Assistance

"An Equal Opportunity
Affirmative Action Employer"

***Palm Beach County
Office of Equal Business Opportunity***

Certifies That

Republic Construction Corp

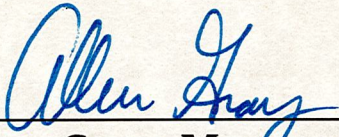
VENDOR # VS0000005792

*is a Small Business Enterprise (SBE) as prescribed by
section 2-80.21 – 2-80.40 of the Palm Beach County Code for a three year period from*

January 16, 2020 to January 15, 2023

The following Services and/or Products are covered under this recertification:

**Wall and Ceiling Maintenance, Repair and Replacement Services,
Including Drywalling; Concrete;
Construction, Vertical, Concrete, Pour-In-Place, Form, Place, Finish;
Construction, Concrete, Pour-In-Place, Form, Finish
Maintenance and Repair, Sidewalk and Driveway, Including Removal;
Construction Management Services; Carpentry
Carpentry Maintenance and Repair Services**



Allen Gray, Manager

01/16/2020



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard
County Administrator
Verdenia Baker



THE SCHOOL DISTRICT OF DICKY SYKES, M.Psy.
PALM BEACH COUNTY, FL DIRECTOR

WANDA F. PAUL, M.Ed., MBA
CHIEF OPERATING OFFICER

OFFICE OF DIVERSITY IN BUSINESS PRACTICES
3300 SUMMIT BOULEVARD
WEST PALM BEACH, FL 33406
PHONE: 561-681-2403 / FAX: 561-434-7405
WWW.PALMBEACHSCHOOLS.ORG/DIVERSITYINBUSINESS

July 31, 2020

Republic Construction Corp
601 N CONGRESS AVE STE 437
DELRAY BEACH, FL 33445

Attention: Steven Neubarth

RE: Temporary SBE Congratulations Letter & Certificate

Congratulations! Please find enclosed is your School District of Palm Beach County, **Small Business Enterprise (SBE) Temporary** Certificate.

Your firm is certified as a **Small Business Enterprise (SBE)** between July 31, 2020 - January 15, 2023 under the following Code.

NIGP CODES: 91075, 91361, 91362, 91382, 91427, 95826

DESCRIPTION: Wall and Ceiling Maintenance, Repair and Replacement Services, Including Drywalling, Construction, Vertical, Concrete, Pour-In-Place, Construction, Concrete, Pour-In-Place, Form, Place, Finish, Maintenance and Repair, Sidewalk and Driveway, Including Removal, Carpentry, Construction Management Services

Permanent Certificates will be automatically updated and emailed to applicants upon return to our SDPBC Offices. If we can be further assistance to your firm, please feel free to contact the ODBP at (561) 681-2410.

Sincerely,

Heidi Galloway - Intentionally left without Signature Temp Certificate
Analyst Business Compliance & Outreach
Office of Diversity in Business Practices School District of Palm Beach County
Ph: (561)681-2410 Fax: (561) 434-7405
E-Mail: Heidi.Galloway@palmbeachschools.org



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT

ROBERT M. BALLOU, OFFICER

www.browardschools.com/sdop

The School Board of
Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Heather P. Brinkworth
Nora Rupert

Robert W. Runcie
Superintendent of Schools

August 17, 2020

Republic Construction Corp.
Attn: Ms. Catheryn Espino
601 N Congress Ave, Suite 311
Delray Beach, FL 33445

Dear Ms. Espino:

Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department is pleased to announce that your application for certification as a **Small/Minority/Woman Business Enterprise (S/M/WBE)** firm has been approved. The certification is valid for a two-year period and is subject to review in order to verify continued eligibility. Your certification information is as follows:

Certificate Number: WS2424337534

Certification Period: August 17, 2020 until August 16, 2022

Certification Status: Hispanic American

Service: 236210 - Industrial Building Construction

236220 - Commercial and Institutional Building Construction

238190 - Other Foundation, Structure, and Building Exterior Contractors

238310 - Drywall and Insulation Contractors

238320 - Painting and Wall Covering Contractors

238330 - Flooring Contractors

238350 - Finish Carpentry Contractors

238390 - Other Building Finishing Contractors

238910 - Site Preparation Contractors

238990 - All Other Specialty Trade Contractors

To view your firm's listing online, visit the [Certified Supplier Directory](#). BCPS needs **SMWBE** firms that are ready, willing and able to provide goods and services, and we encourage you to become an active bidder.

Should any change occur which may adversely affect the certification status of your company, please notify the Department within fifteen (15) calendar days. Failure to do so may result in decertification of your firm.

You will be notified 60 days in advance of your certification expiration date and your obligation to submit a complete renewal application. However, please know that it is your responsibility to assure continued certification with BCPS. Should you continue to be interested in certification after your certification



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT

ROBERT M. BALLOU, OFFICER

www.browardschools.com/sdop

**The School Board of
Broward County, Florida**

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Heather P. Brinkworth
Nora Rupert

Robert W. Runcie
Superintendent of Schools

has expired, you will be required to submit a new certification application, and all required supporting documentation for review.

Should you have any questions regarding your certification status with BCPS, please feel free to contact me at (754) 321-0505.

Sincerely,

Robert M. Ballou

Robert M. Ballou, Officer
Economic Development & Diversity Compliance Department

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

Republic Construction Corp.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small/Minority/Women Business Enterprise (S/M/WBE)

Hispanic-American

ON THIS DAY: **August 17, 2020**

Robert M. Ballou

Robert M. Ballou

Officer, Economic Development & Diversity Compliance



CERTIFICATION #: WS2424337534

Expiration Date: August 16, 2022

Tabulation Sheet

Agency Name Village of Palm Springs

Bid Number ITB-2020B-007-0-2020/KW

Bid Name Material Storage Bays at Main Water Treatment Plant

Bid Due Date 8/19/2020 2:00:00 PM

Bid Opening **Closed**

3 responses found. ✓ online,  offline, ● not submitting,  not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Documents	Sent
Complete							
1	DP Development, LLC	08/19/2020	1014 S. CONGRESS AVE, , PALM SPRINGS, FL, 33406	\$94313.00		Proposal	✓
2	Florida Design Contractors	08/19/2020	1326 South Killian Drive, , West Palm Beach, FL, 33403	\$125000.00		Proposal	✓
3	Republic Construction Corp	08/19/2020	601 N Congress Ave, Ste 311, , Delray Beach, FL, 33445	\$78798.00		Proposal	✓

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY, FL

MATERIAL STORAGE FACILITY AT MAIN WATER PLANT

UTILITY PLANT
360 DAVIS ROAD
PALM SPRINGS, FL 33461



VILLAGE COUNCIL

MAYOR :

VICE MAYOR DISTRICT 2 :

MAYOR PRO TEM, DISTRICT 3 :

COUNCIL MEMBER, DISTRICT 1 :

COUNCIL MEMBER, DISTRICT 4 :

BEV SMITH

PATTI WALLER

GARY M. READY

DOUG GUNTHER

JONI BRINKMAN

PROJECT
SITE



PROJECT LOCATION MAP

N.T.S

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

NOTE: ALL ELEVATIONS
SHOWN ARE IN NAVD88

R.J. BEHAR PROJ. NO.: 19040

SUBCONSULTANTS



RESPONSIBILITY

SURVEY



GEOTECHNICAL

PREPARED BY:



R.J.Behar & Company, Inc.
Engineers-Planners

12788 West Forest Hill BLVD, Suite 2003B
ellington, lorida 33414
Phone: (561) 333-7000 ax: 561) 333-7001
CERTIFICATE OF AUTHORIZATION NO. 00008365

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY
HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA. PLANS ARE
INTENDED TO BE DISPLAYED ON 24" X 36" SHEET.

ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN
ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS
AND CRITERIA IN EFFECT ON THIS DATE FOR VILLAGE OF PALM SPRINGS
ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION.

ENGINEER OF RECORD: JASMAN RIVERON, P.E.
FLORIDA P.E. LICENSE NO.: 73798
DATE:

ENGINEER: J. RIVERON				
DRAWN: J. CRUZ				
CHECKED: J. PEÑA				
DATE: 3/18/2020				
SCALE: AS SHOWN	DATE	DRAWN	REF#	REVISION DESCRIPTION

GENERAL NOTES

- ALL CONSTRUCTION MATERIALS AND TESTING SHALL CONFORM TO VILLAGE OF PALM SPRING GENERAL TERMS AND CONDITIONS, AND ALL LOCAL, COUNTY, STATE OF FLORIDA AND NATIONAL CODES.
- IF ACTUAL FIELD CONDITIONS VARY FROM THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE VILLAGE FOR VERIFICATION PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR MAY UTILIZE THE ENTIRE SITE WITHIN THE LIMITS OF CONSTRUCTION FOR STAGING EQUIPMENT AND MATERIALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL CONSTRUCTION DEBRIS.
- PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL BY THE VILLAGE AS IDENTIFIED IN THE PROJECT SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
- ALL "AS-BUILT" INFORMATION SUBMITTED TO THE VILLAGE SHALL BE ACCURATE, CLEAR AND LEGIBLE TO THE SATISFACTION OF THE VILLAGE. THE INFORMATION SUBMITTED SHALL PROVIDE A TRUE REPRESENTATION OF THE IMPROVEMENTS PERFORMED.
- ALL WORK SHALL TAKE PLACE DURING DAYLIGHT HOURS AND IN ADHERENCE TO VILLAGE OF PALM SPRING ORDINANCE FOR PERMISSIBLE WORKING DAYS AND HOURS.

STRUCTURAL NOTE

GENERAL

- GENERAL DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION AND THE REQUIREMENTS SET FORTH BY THE BUILDING OFFICIALS HAVING JURISDICTION OVER THIS PROJECT.
- THE CONTRACTOR SHALL COORDINATE ALL WORK REQUIRED BY THE STRUCTURAL DRAWINGS AND PROJECT SPECIFICATIONS WITH CIVIL DRAWINGS, AND PROJECT SPECIFICATIONS, AND THE CODES AND STANDARDS CITED HEREIN.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS AND NOTIFY THE VILLAGE OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
- NO STRUCTURAL MEMBERS SHALL BE CUT FOR PIPES, CONDUIT, ETC., UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE VILLAGE.

CONCRETE AND FOUNDATION

- ALLOWABLE SOIL BEARING PRESSURE IS 2000 PSF. SUBGRADE SOIL PREPARATION SHALL CONSIST OF COMPACTING SOIL MATERIALS OVER THE ENTIRE FOUNDATION FOOTPRINT, PLUS A DISTANCE OF FIVE FEET (5') OUTSIDE THE FOUNDATION FOOTPRINT. REFER TO THE GEOTECHNICAL ENGINEERING RECOMMENDATIONS BY RADISE INTERNATIONAL, LC DATED 01.27.20.
- DESIGN AND CONSTRUCTION OF REINFORCED CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE IN ACCORDANCE WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE."
- CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS IN THE SPECIFICATIONS.
- MINIMUM 28-DAY COMPRESSIVE STRENGTH OF STRUCTURAL CONCRETE SHALL BE 3,500 PSI, UNLESS OTHERWISE NOTED.
- CONCRETE REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615, GRADE 60.
- PROVIDE LAP SPLICES AND EMBEDMENT LENGTHS IN ACCORDANCE WITH THE TABLE ON THIS SHEET (UNLESS OTHERWISE NOTED ON THE DRAWINGS).
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT (UNLESS OTHERWISE NOTED ON THE DRAWINGS):
A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....4"
B. FORMED SURFACES:
EQUAL TO OR GREATER THAN 24 INCHES IN THICKNESS*.....4"
GREATER THAN 12 INCHES AND LESS THAN 24 INCHES IN THICKNESS.....3"
EQUAL TO OR LESS THAN 12 INCHES IN THICKNESS.....2"
*EXCEPTION: TOP OF BASE SLAB SHALL HAVE 4" CONCRETE COVER.
- PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTIONS OF CONCRETE WALLS, SLABS, BEAMS, GRADE BEAMS AND PILE CAPS.
- ALL EXPOSED CONCRETE EDGES AND CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
- CONSTRUCTION JOINTS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, SURFACES OF JOINTS SHALL BE ROUGHENED TO A UNIFORM Y4" MINIMUM AMPLITUDE. THE FINAL SURFACE SHALL BE CLEAN AND WITHOUT LAITANCE OR LOOSE MATERIAL.
- NO WELDING OF REINFORCING BARS SHALL BE PERMITTED, UNLESS APPROVAL IS OBTAINED FROM THE VILLAGE PRIOR TO CONSTRUCTION.
- REINFORCEMENT SHALL NOT BE BENT IN THE FIELD BY ANY MEANS.

CIVIL NOTES

- ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION. CONTRACTOR SHALL MAINTAIN AND REPAIR EROSION AND SEDIMENT CONTROL DEVICES AS NECESSARY. REFER TO SPECIFICATION 02436.
- CLEARING ON THE SITE SHALL BE IN ACCORDANCE WITH STANDARD CLEARING AND GRUBBING PROCEDURES. REFER TO SPECIFICATION 02110.
- RESTORE ALL AREAS TO EXISTING CONDITION IF DISTURBED BY STAGING OR CONSTRUCTION ACTIVITIES.
- F.E.M.A. SITE ELEVATION 11.0' (NAVD88)

SURVEY NOTES

- THESE DRAWINGS HAVE BEEN ADAPTED FROM THE TOPOGRAPHIC SURVEY PREPARED BY BROWN & PHILLIPS, INC. PROFESSIONAL SURVEY CONSULTANTS, DATED DECEMBER 2019, WHICH IS AVAILABLE FOR CONTRACTOR REVIEW AND USE UPON REQUEST.
- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY VERTICAL MEASUREMENTS FROM BENCHMARKS (SEE TOPOGRAPHIC SURVEY FOR MORE INFORMATION):

NGS CONTROL POINT TABLE					
DESIGNATION	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEV. NAVD 88
SET MAG NAIL AND TINTAB	839274.37	951935.07	--	--	12.80
SET IRON ROD AND CAP	839263.10	952047.60	--	--	12.91

- THE COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING LOCAL BASE STATION SET UP ON NGS MONUMENT E 534. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- ANY PUBLIC LAND CORNERS OR SURVEY CONTROL POINTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A CORNER MONUMENT OR SURVEY CONTROL POINT IS IN DANGER OF BEING DESTROYED OR DISTURBED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE DISTRICT SURVEYING AND MAPPING SECTION BY PHONE PRIOR TO PROCEEDING WITH THE WORK.

UTILITY NOTES

- THE CONTRACTOR SHALL CONTACT FLORIDA SUNSHINE ONE CALL TO VERIFY UNDERGROUND UTILITIES WITHIN THE PROJECT SITE. THE FLORIDA SUNSHINE ONE TELEPHONE NUMBER IS 811.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRING ALL DAMAGED UTILITIES.

STRUCTURAL DESIGN CRITERIA	
DEAD LOAD	
FLOOR	-- 10 PSF
LIVE LOAD	
FLOOR	-- AASHTO HL-93 -- SOIL LOAD 1.1 KSF (8FT HEIGHT INTERIOR) -- 270 PSF (2FT HEIGHT EXTERIOR)
WALL	-- SOIL LOAD 8 FT HEIGHT
WIND LOAD	
WALLS	-- BASIC WIND SPEED,V = 150 MPH -- EXPOSURE CATEGORY C -- WIND DIRECTIONALITY FACTOR, Kd =0.85 -- VELOCITY PRESSURE EXPOSURE FACTOR, Kh =0.85 -- TOPOGRAPHIC FACTOR, Kzt =1 -- GUST EFFECT FACTOR, G =0.85

LEGEND:

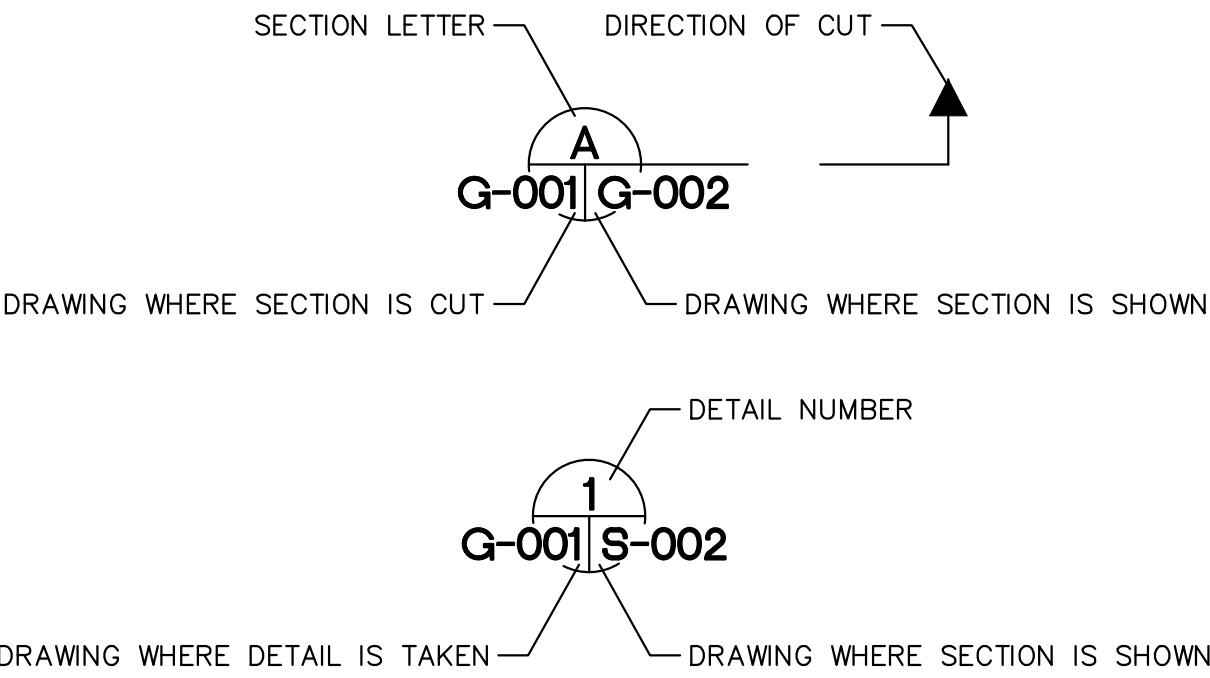
— 000 —	TYPE II FLOATING TURBIDITY BARRIER
- - - - -	TYPE III SILT FENCE
- · - · -	FENCE/HANDRAIL/PIPE REMOVAL
— STM — STM —	STORMWATER PIPE
- · · - - · · -	LIMITS OF CONSTRUCTION
↘	RUNOFF DIRECTION
+3.25 +3.45	PROPOSED ELEVATION
ⓓ	EXISTING ELEVATION
▨	PROPOSED DRAINAGE MANHOLE
▨	CONTRACTOR STAGING AREA
▨	PROPOSED GRAVEL ACCESS
- - - - -	R/W LINE
Ⓡ	BASELINE
⊕	BENCHMARK
ⓐ	CONTROL POINT

NORMAL WEIGHT CONCRETE, UNCOATED, CONCRETE LAP CLASS B					
		f'c= 3.5 KSI			
	SPLICE LENGTH (INCHES)		DEVELOPMENT LENGTH (INCHES)		
BAR SIZE	TOP	OTHER	TOP	OTHER	HOOKED
#4	26	20	20	30	6
#6	40	30	30	46	9

- NOTES:
- 1.TOP BARS ARE HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12" OF FRESH CONCRETE IS CAST BELOW THE BAR.
 - 2.HORIZONTAL BARS IN WALLS ARE TO BE PROVIDED WITH SPLICE LENGTHS AS REQUIRED FOR TOP BAR.

ABBREVIATIONS AND ACRONYMS - STANDARD

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACI	AMERICAN CONCRETE INSTITUTE
ADD'L	ADDITIONAL
ALT	ALTERNATE
APPROX.	APPROXIMATELY
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
BOTT	BOTTOM
BOS	BOTTOM OF STRUCTURE
CTRS	CENTERS
CLR	CLEARANCE
CONC	CONCRETE
CONST	CONSTRUCTION
CJ	CONSTRUCTION JOINT
CFM	CUBIC FEET PER MINUTE
DIM	DIMENSION
DIST	DISTANCE
DWG	DRAWING
EA	EACH
ELEV/EL	ELEVATION
EOR	ENGINEER OF RECORD
EQ SP	EQUALLY SPACED
EW	EACH WAY
EXIST.	EXISTING
FF	FAR FACE
FBC	FLORIDA BUILDING CODE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIN FL	FINISHED FLOOR
FFE	FINISHED FLOOR ELEVATION
FT	FEET OR FOOT
IN	INCH(ES)
INV	INVERT
LS	LAP SPLICE
L	LENGTH
MAX	MAXIMUM
MIN	MINIMUM
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NO.	NUMBER
N.T.S.	NOT TO SCALE
OC	ON CENTER
LB	POUND
PCF	POUNDS PER CUBIC FOOT
PLF	POUNDS PER LINEAR FOOT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
REINF	REINFORCEMENT
REQD	REQUIRED
R/W	RIGHT OF WAY
SCH	SCHEDULE
SECT	SECTIONAL
SPA.	SPACING
SPECS	SPECIFICATIONS
SF	SQUARE FEET
STD	STANDARD
STRUCT	STRUCTURE
TBD	TO BE DETERMINED
TYP	TYPICAL
VERT	VERTICAL



DETAILS AND SECTIONS LEGEND

ENGINEER OF RECORD: JASMAN RIVERON, P.E. FLORIDA P.E. LICENSE NO.: 73798
DATE:

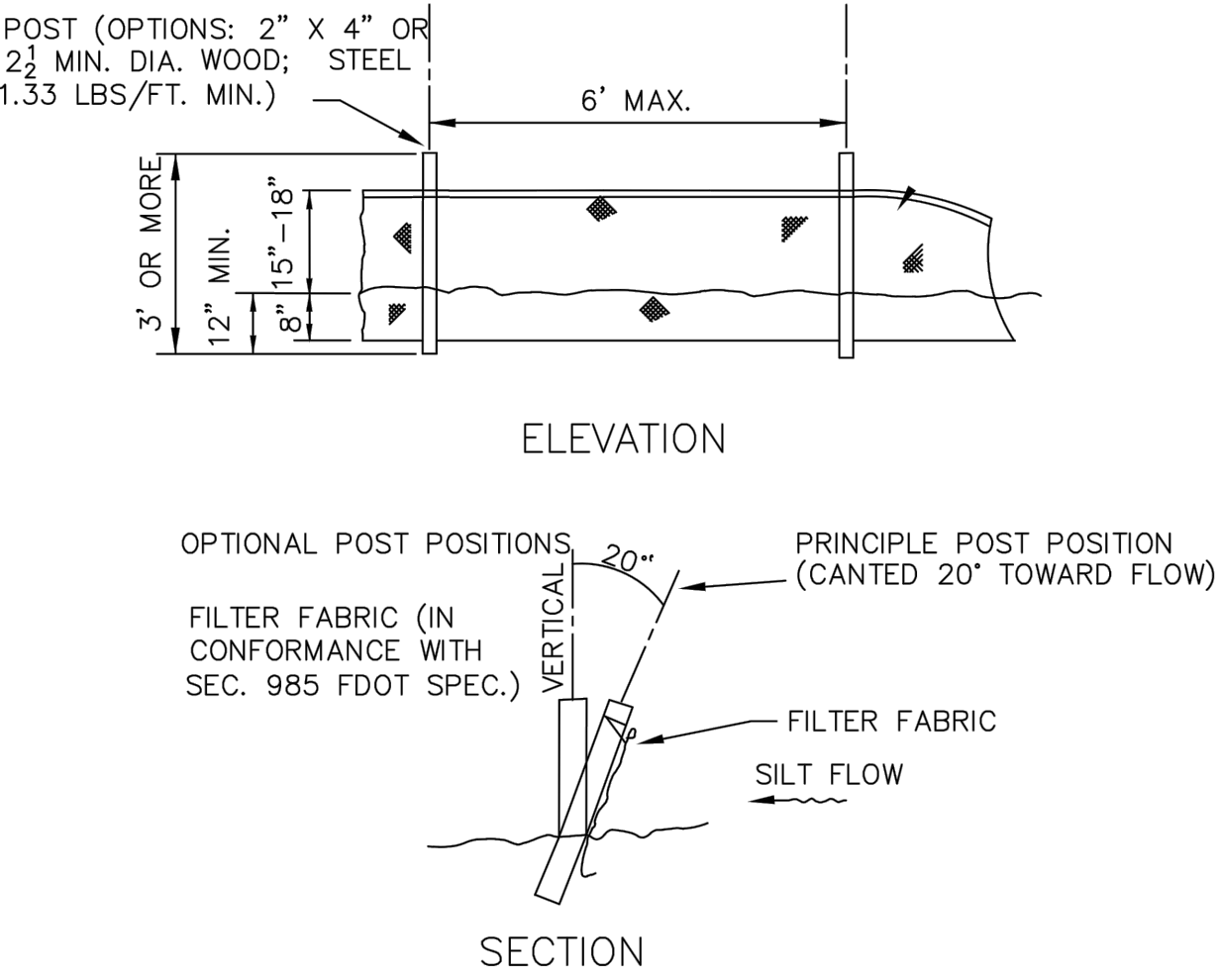
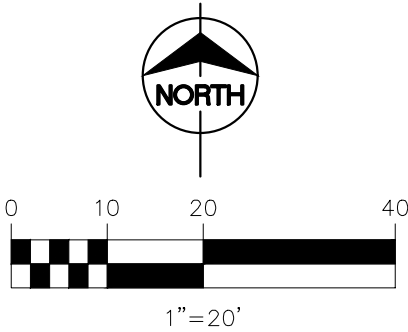
SHEET NAME: GENERAL NOTES
DRAWING: G002
SHEET: 2 of 5

MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRING
PALM BEACH COUNTY, FL



R.J.Behar & Company, Inc.
Engineers • Planners

12788 FOREST HILL BLVD., SUITE 200B
WEST PALM BEACH, FL 33411
PHONE: (561) 383-3301
FAX: (561) 383-7001
CERTIFICATE OF AUTHORIZATION No. 00008965



TYPE III SILT FENCE TYPICAL DETAIL
SCALE: N.T.S.

EXISTING SITE CONDITIONS
SCALE: 1" = 10'

MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRING
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040			
DATE: 3/18/2020			
DESIGN: JR	DRAWN: JC	CHECK: JAPR	
REVISIONS:			

ENGINEER OF RECORD: JASMANI RIVERON, P.E.
FLORIDA P.E. LICENSE NO: 73798

DATE:

SHEET NAME:
**EXISTING
SITE
CONDITIONS
PLAN**

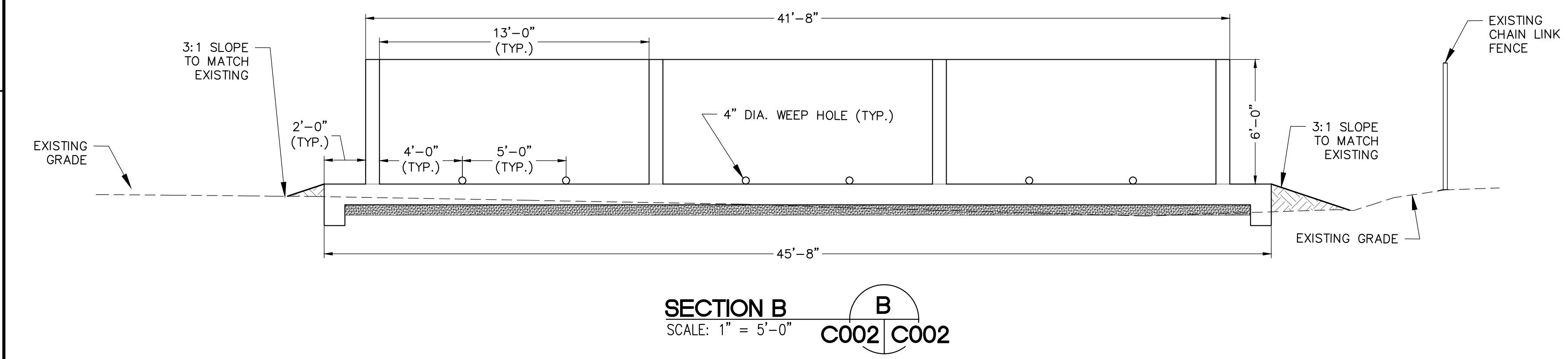
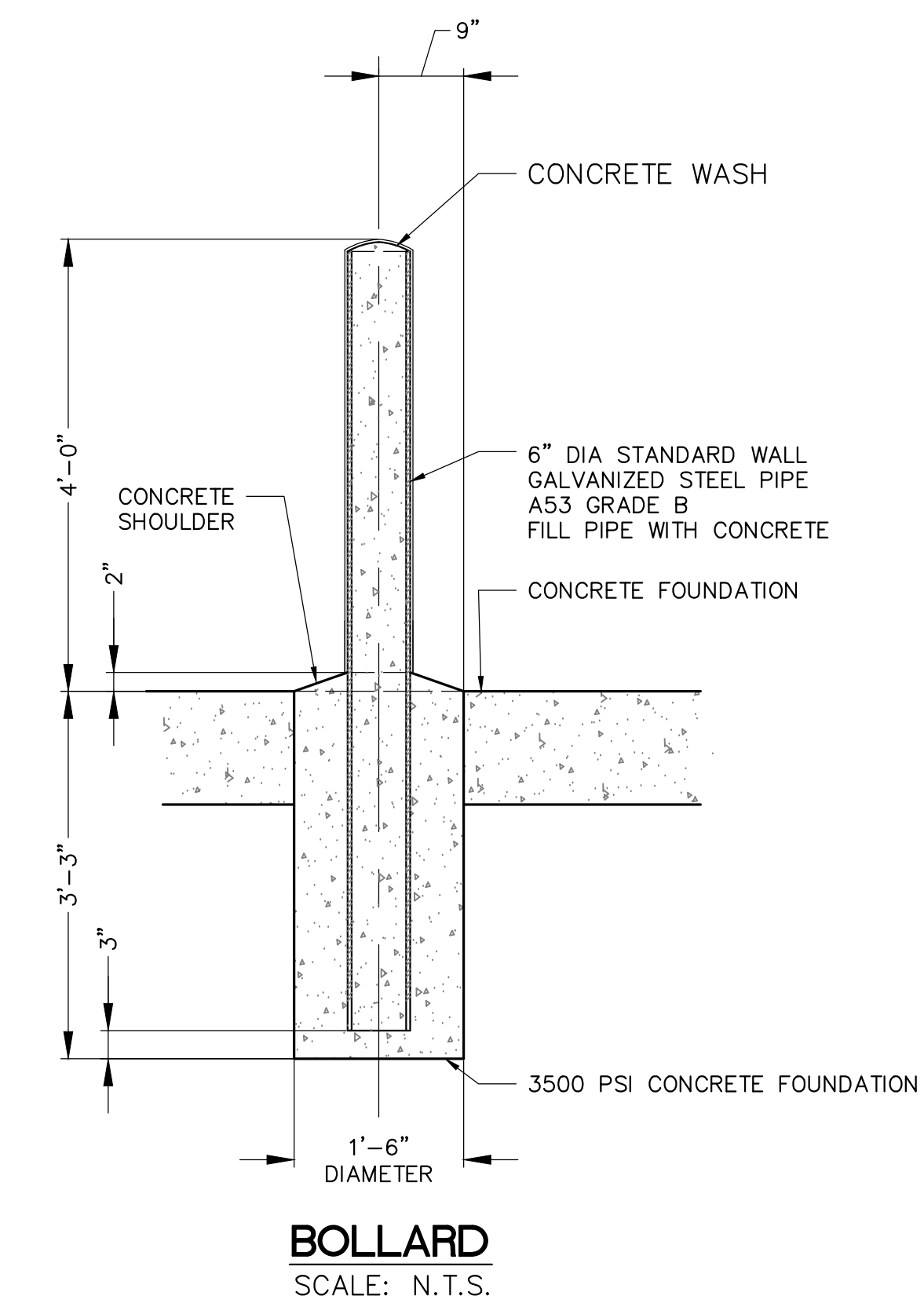
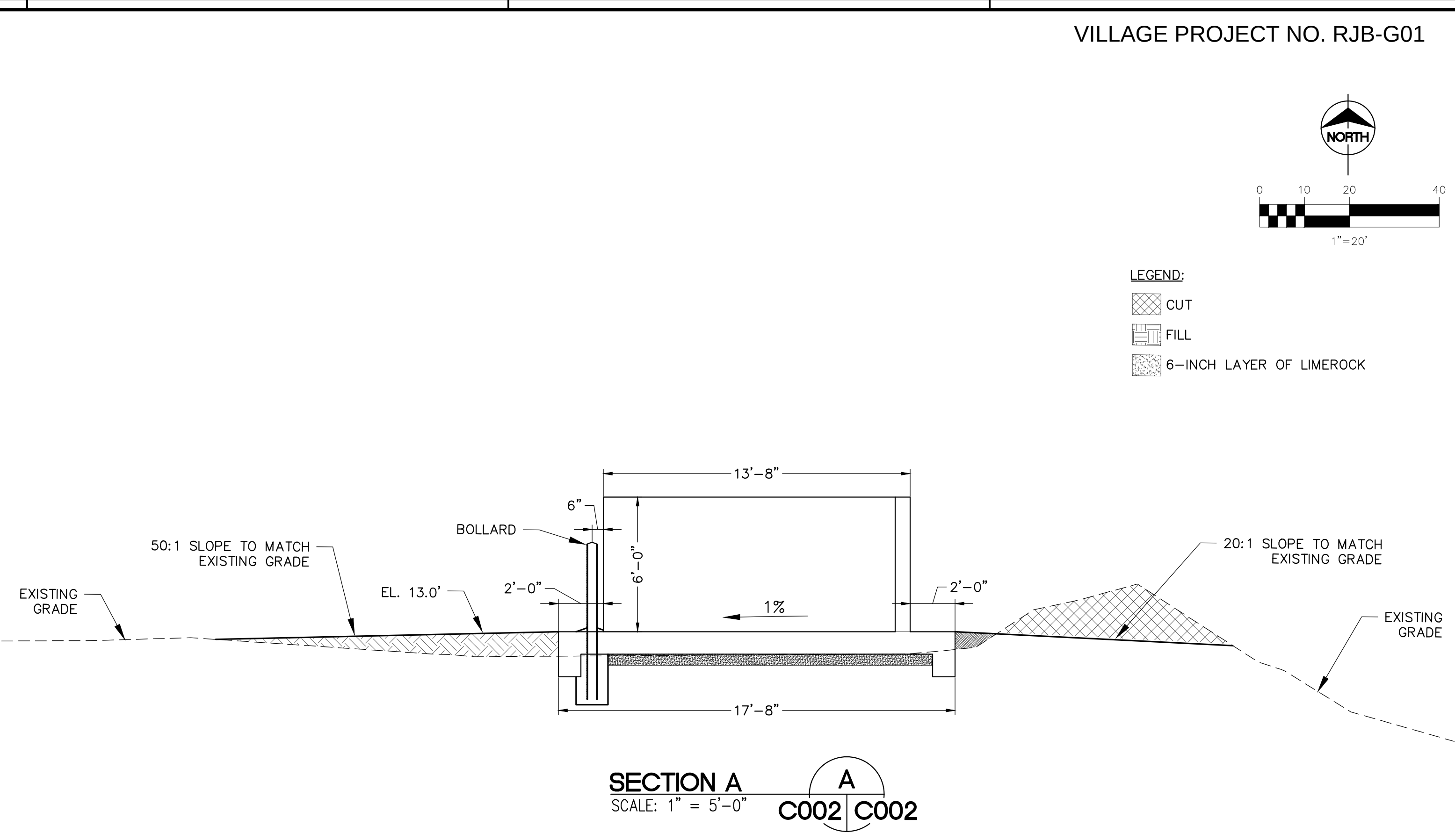
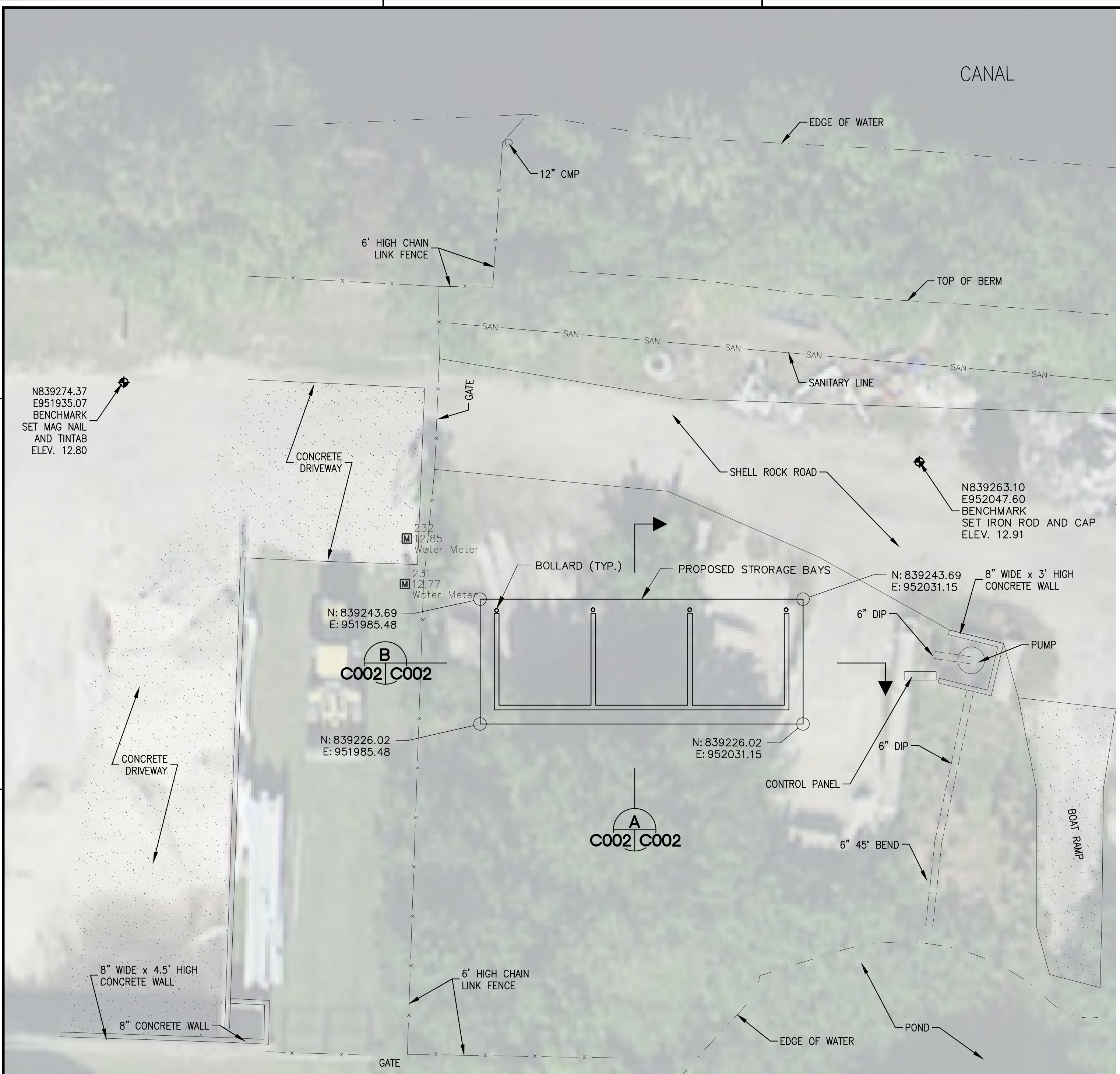
DRAWING: C001

SHEET: 3 of 5

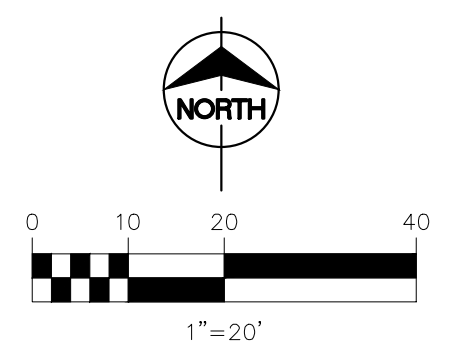


R.J.Behar & Company, Inc.
Engineers • Planners

12788 FOREST HILL BLVD. SUITE 2003B
MELBOURNE, FL 32909
PHONE: 321.333.7001 FAX: 321.333.7001
CERTIFICATE OF AUTHORIZATION NO. 00008965



VILLAGE PROJECT NO. RJB-G01



- LEGEND:
- CUT
 - FILL
 - 6-INCH LAYER OF LIMEROCK

R.J.Behar & Company, Inc.
Engineers • Planners
12788 FOREST HILL BLVD. SUITE 2003B
VILLAGE OF PALM SPRING, FL 33461-3537
PHONE: 561-353-7001 FAX: 561-353-7001
CERTIFICATE OF AUTHORIZATION NO. 00008965



**MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRING
PALM BEACH COUNTY, FL**

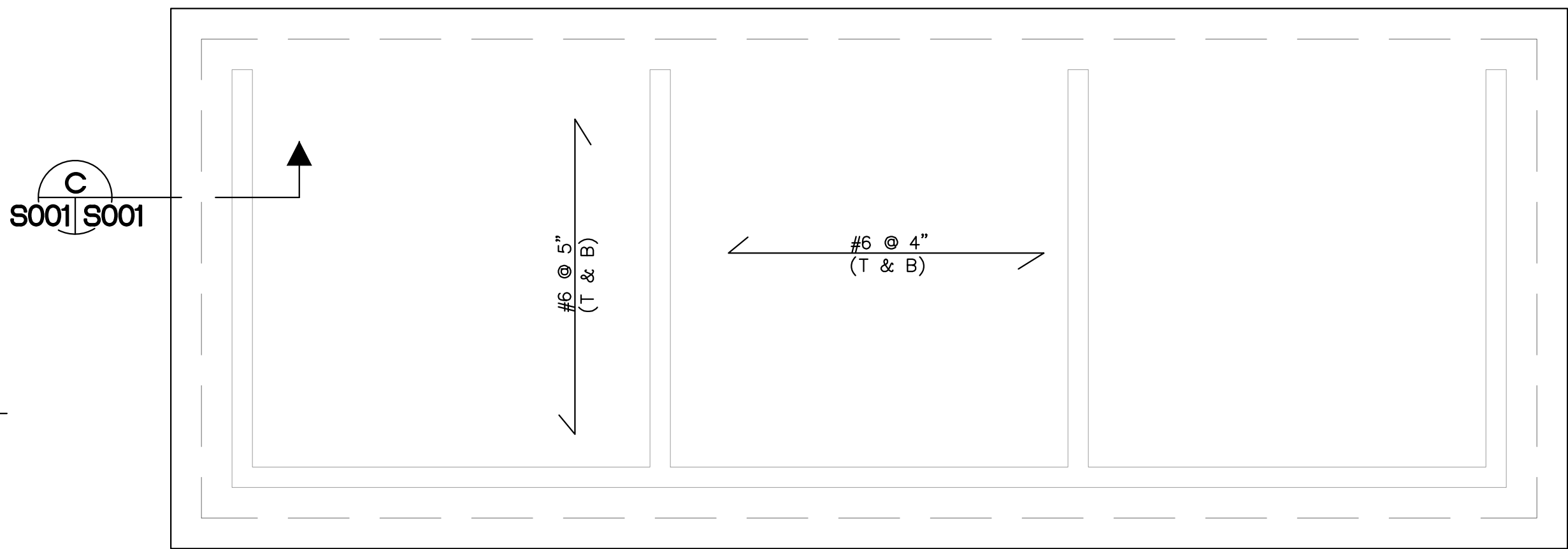
RJB PROJ. No: 19040			
DATE: 3/18/2020			
DESIGN: JR	DRAWN: JC	CHECK: JAPR	
REVISIONS:			

ENGINEER OF RECORD: JASMANI RIVERON, P.E.
FLORIDA P.E. LICENSE NO.: 73798
DATE:

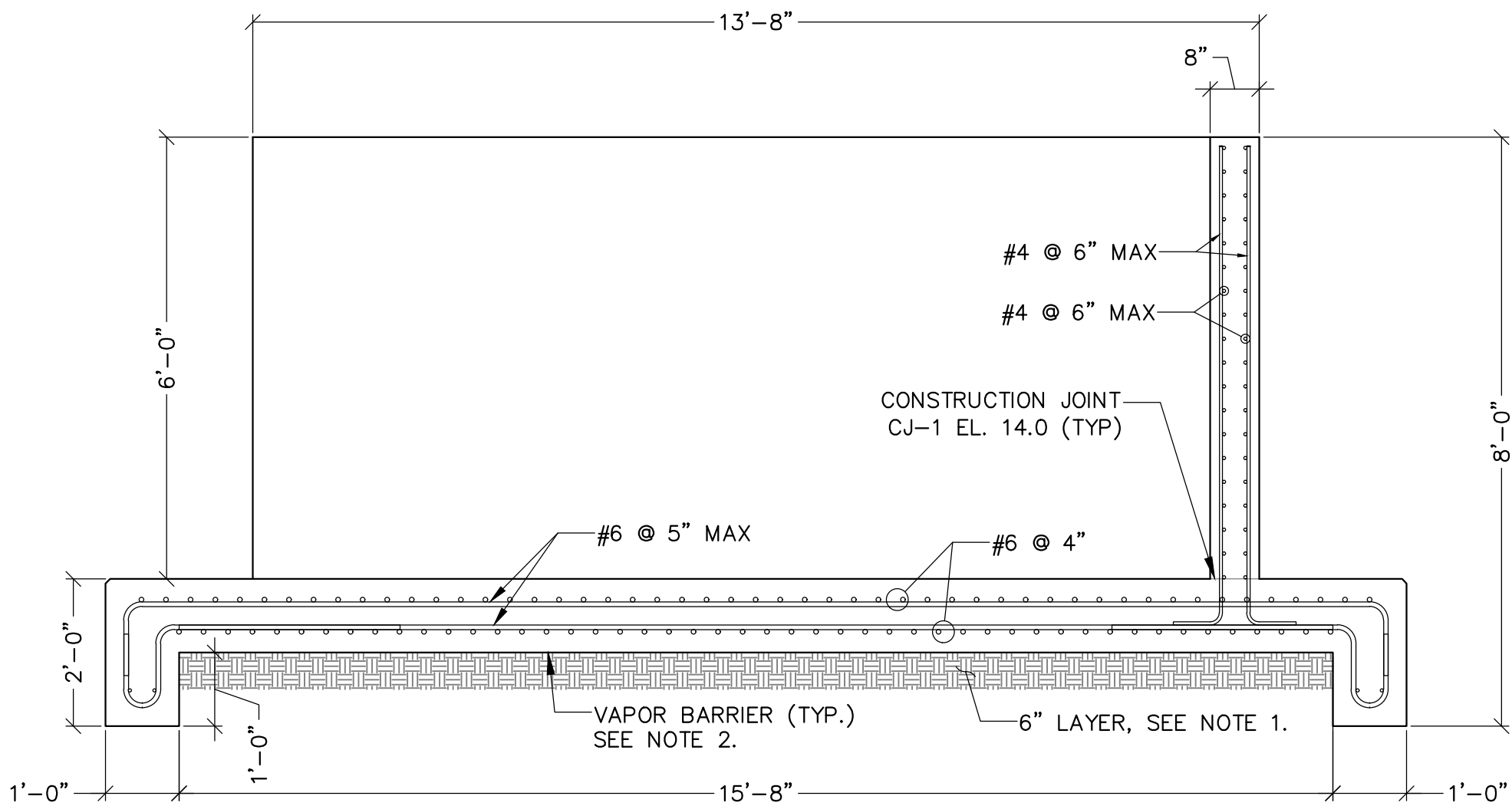
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**SITE PLAN
AND
ELEVATIONS**

DRAWING: C002
SHEET: 4 of 5

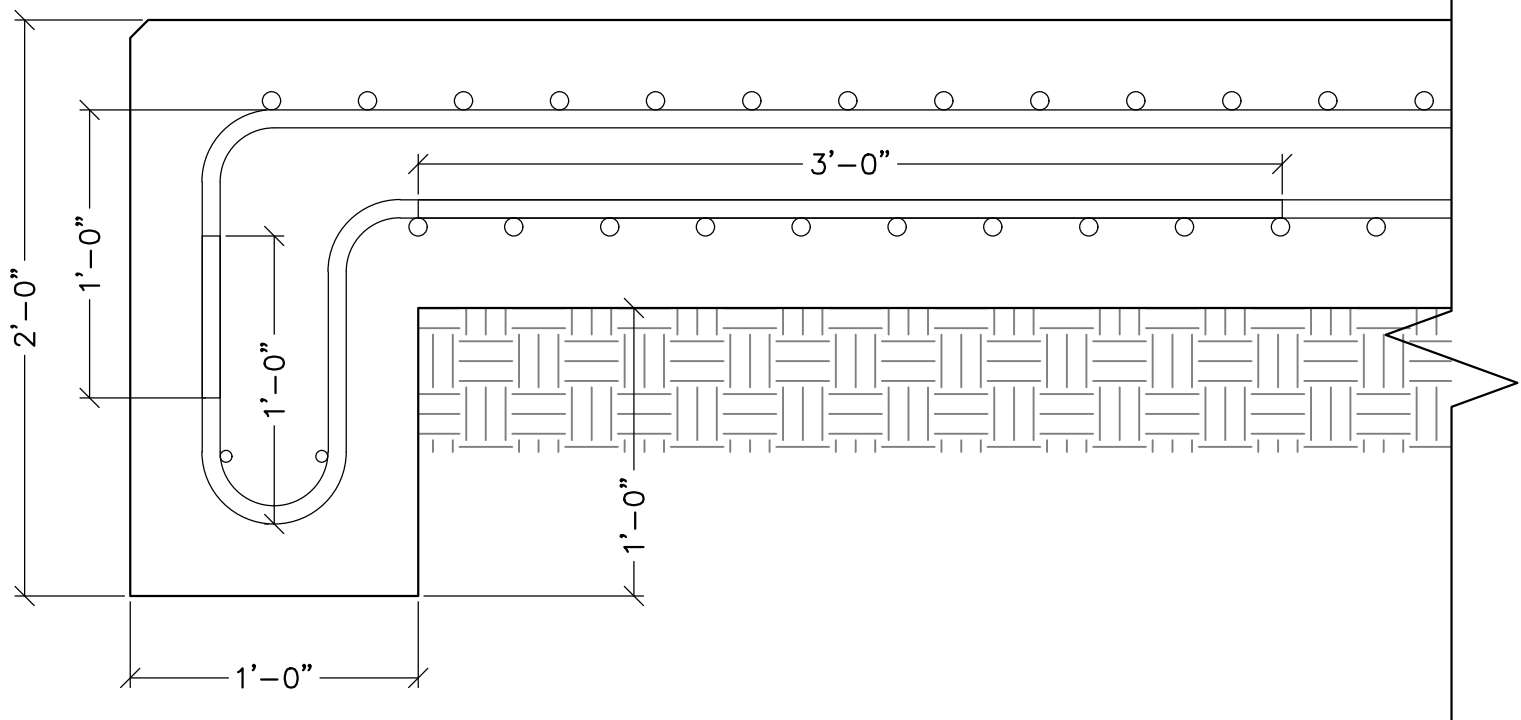
- NOTES:
1. PROVIDE 6-INCH LAYER OF LIMEROCK BASE PER SPECIFICATION SECTION 02232.
 2. PROVIDE 10-MIL POLYETHYLENE VAPOR BARRIER WITH MINIMUM 6" WIDE Z-LOCK TYPE LAPPING, "VISQUEEN" OR APPROVED EQUAL.
 3. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4".
 4. USE AT ALL CORNERS FOR ALL CONCRETE MEMBERS INCLUDING THICKENED SLAB ON GRADE, WALLS, CURBS, BEAMS, GRADE BEAMS AND SLABS, UNLESS INDICATED OTHERWISE.
 5. TYPICAL CONCRETE REINFORCEMENT LAP SPLICE PER ACI 318.
 6. REINFORCEMENT SHALL BE CONTINUOUS THROUGH JOINT.
 7. JOINT SHALL MEET ALL ACI 318 COMPLIANCE REQUIREMENTS INCLUDING:
 - A. ROUGHEN SURFACE AS INDICATED
 - B. CLEAN SURFACE WITH REMOVAL OF ALL LAITANCE
 - C. IMMEDIATELY PRIOR TO NEW CONCRETE PLACEMENT, PREWET SURFACE AND REMOVE ANY STANDING WATER.
 8. PROVIDE CONCRETE FLOOR FINISH U3 PER SPECIFICATION 03300.



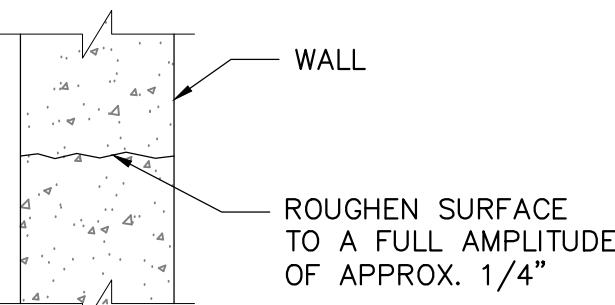
FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



SECTION A
SCALE: 1/2" = 1'-0"

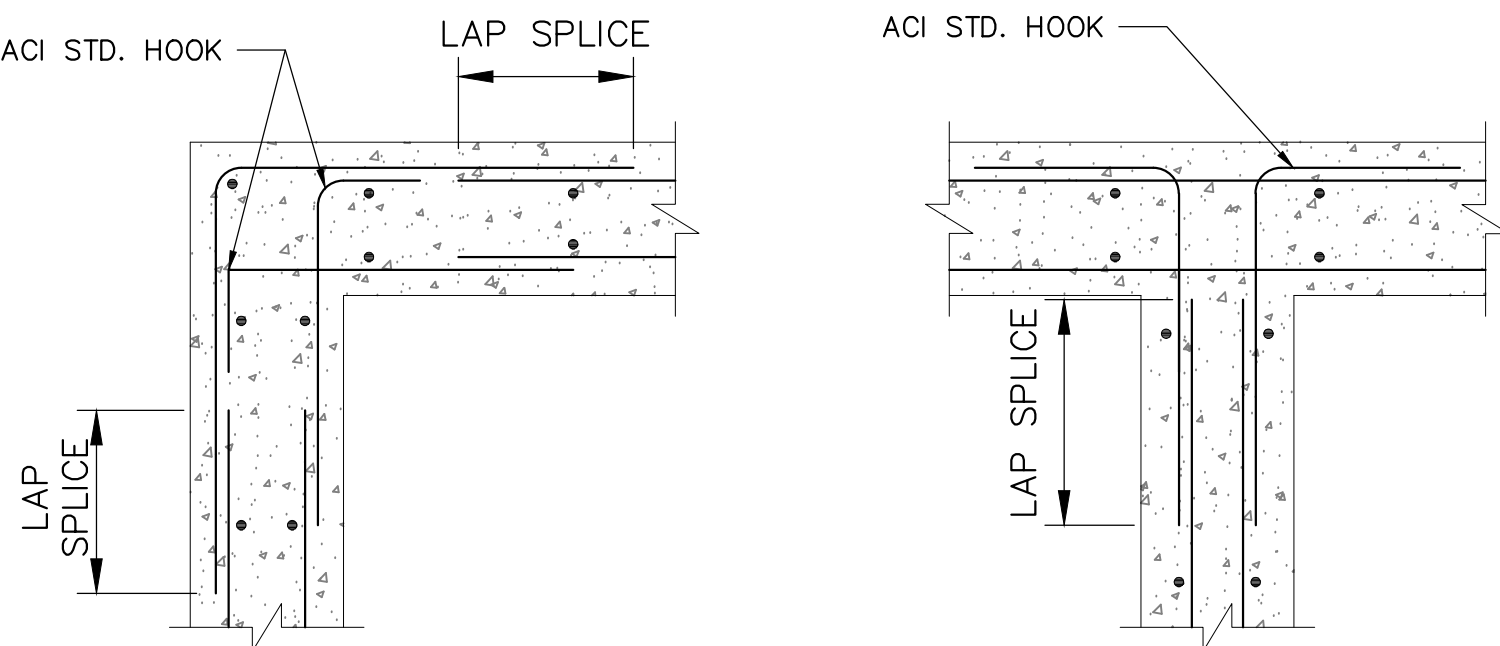


SECTION C
SCALE: 1-1/2" = 1'-0"

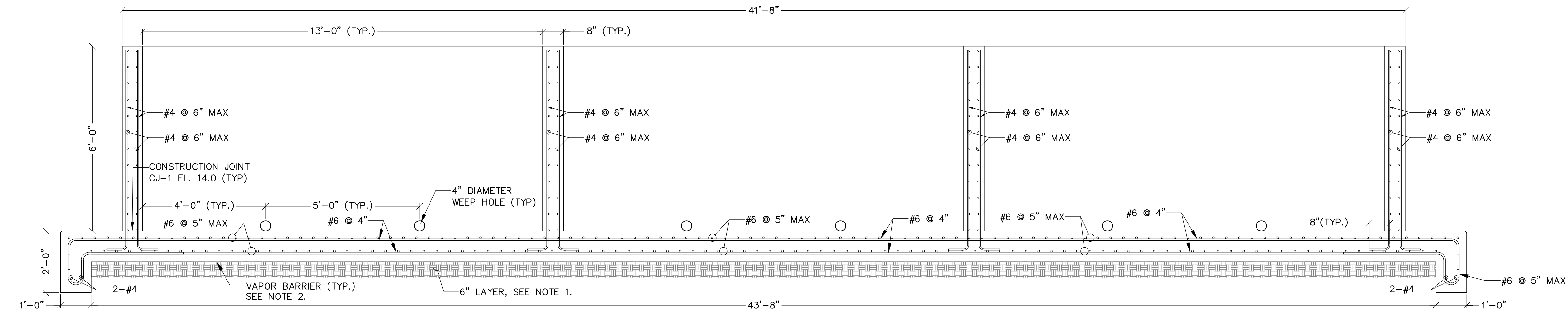


CJ-1

CONSTRUCTION JOINT DETAILS



TYPICAL CORNER BAR DETAILS



SECTION B
SCALE: 1/2" = 1'-0"

ENGINEER OF RECORD: JASMAN RIVERON, P.E.
FLORIDA P.E. LICENSE NO: 73798
DATE:

SHEET NAME:
**STRUCTURAL
PLAN &
ELEVATION**
DRAWING: S001
SHEET: 5 of 5

MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRING
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040
DATE: 3/18/2020
DESIGN: JR
DRAWN: JC
CHECK: JAPR

REVISIONS:

REVISIONS:



**Technical Specifications for
Material Storage Facility at
Main Water Plant
Village Project No. RJB-G01**

**Village of Palm Springs
Palm Beach County, Florida**

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[NOT USED]

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[NOT USED]

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[NOT USED]

DIVISION 8: DOORS AND WINDOWS

[NOT USED]

DIVISION 9: FINISHES

[NOT USED]

DIVISION 10: SPECIALTIES

[NOT USED]

DIVISION 11: EQUIPMENT

[NOT USED]

DIVISION 12: FURNISHINGS

[NOT USED]

DIVISION 13: BUILDING

[NOT USED]

DIVISION 14: CONVEYING SYSTEMS

[NOT USED]

DIVISION 15: MECHANICAL

[NOT USED]

DIVISION 16: ELECTRICAL

[NOT USED]

END OF DIRECTORY

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: This SECTION summarizes the WORK of the Project as covered in detail in the complete Contract Documents. This is a general summary and is not intended to be complete and all inclusive of the required WORK items.

1.02 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.03 PROJECT DESCRIPTION:

- A. Description of Project: Construct a cast in place structure to serve as a material storage facility within the property of the Village of Palm Springs Main Water Plant, located at 360 Davis Road. The work includes, but is not limited to, site work and construction of cast in place structure. The CONTRACTOR shall coordinate with the VILLAGE's representative for access to the site.

1.04 CONTRACTOR'S USE OF PREMISES:

- A. During construction activities, the CONTRACTOR shall be responsible for maintaining all access roads in good condition, including grading and drainage.

1.05 THE VILLAGE'S USE OF PREMISES:

- A. The VILLAGE reserves the right to occupy and to place and install equipment in areas of the Project, prior to Substantial Completion provided that such occupancy does not interfere with completion of the WORK. Such placing of equipment and partial occupancy shall not constitute acceptance of the WORK.

1.06 WORK SEQUENCE, COORDINATION ACTIVITIES AND SCHEDULED DATES:

- A. General: The CONTRACTOR shall coordinate its WORK with other adjacent contractors, landowners and THE VILLAGE'S activities, with specific attention to access and staging areas. Construction sequence shall be determined by CONTRACTOR subject to the needs for continuous access and operation by THE VILLAGE.

END OF SECTION

SECTION 01015 DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SCOPE:

A. Definitions:

1. A substantial amount of the Technical Specification (specification) language constitutes definitions for terms found in other areas of the Contract Documents including the Drawings, which must be recognized as diagrammatic in nature and not completely descriptive of all requirements necessary.
2. Certain terms used in the Contract Documents are defined in the General Terms & Conditions. Definitions and explanations are not necessarily either complete or exclusive but are general for the WORK.
3. The term "THE VILLAGE", as used in these specifications, is further defined as the Village of Palm Springs or the Village of Palm Spring's authorized representative, which may include, but is not limited to, the Design Engineer, Project Manager or Construction Manager.

B. General Requirements: General requirements are the provisions or requirements of Division 1 SECTIONs which apply to the entire WORK of the Contract.

1.02 FORMAT AND SPECIFICATION EXPLANATIONS:

A. Format Explanation: The format of principal portions of these specifications can be described as follows, although other portions may not fully comply and no particular significance will be attached to such compliance or noncompliance.

1. **SECTIONs and DIVISIONs:** For convenience, the basic unit of the specification text is a "SECTION", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "DIVISIONs", which are recognized as the present industry consensus on uniform organization and sequencing of specifications. The SECTION title is not intended to limit meaning or content of SECTION, nor to be fully descriptive of requirements specified therein, nor to be an integral part of the text.
2. **SECTION Numbering:** Used for identification and to facilitate cross-references in the Contract Documents. SECTIONs are placed in numeric sequence; however, the numbering is not sequential, and listing of SECTIONs in Table of Contents at the beginning of the Technical Specifications must be consulted to determine numbers and names of specification SECTIONs in these Contract Documents.
3. **Page Numbering:** Numbered independently for each SECTION. The SECTION number is shown with the page number at bottom of each page to facilitate location of the text.
4. **Parts:** Each SECTION of these specifications generally has been subdivided into three (3) basic parts for uniformity and convenience (Part 1 "General", Part 2 "Products", and Part 3 "Execution"). These parts do not limit the meaning of the text within. Some SECTIONs may not contain all three parts when not applicable, or may contain more than three parts to add clarity to organization of the SECTION.
5. **Imperative Language:** Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the CONTRACTOR. For clarity of reading, at certain locations contrasting subjective language is used to describe responsibilities which must be fulfilled by the CONTRACTOR or, when so noted, by others.
6. **Trades:** Except as otherwise specified or indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or

unionized tradesperson of corresponding generic name (such as "carpenter"), nor that the specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

- B. Specification Content: Because of methods by which this Project specification has been produced, certain general characteristics of contents and conventions in use of language are explained as follows:
1. Specifying Methods: The techniques or methods of specifying requirements varies throughout the text, and may include "prescriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
 2. Overlapping and Conflicting Requirements: Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify the VILLAGE for a decision, as specified in the General Terms & Conditions.
 3. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which will be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology, and in conjunction with coordination of specification requirements, with notations on the Drawings and in schedules. These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

1.03 DRAWING SYMBOLS:

- A. Except as otherwise indicated, graphic symbols used on the Drawings are those symbols generally recognized in the construction industry for the purposes indicated. Refer instances of uncertainty to the VILLAGE for clarification.

1.04 INDUSTRY STANDARDS - APPLICABILITY:

- A. Applicable standards of the construction industry have the same force and effect, and are made a part of the Contract Documents by reference, as if copied directly into the Contract Documents, or as if published copies were bound herewith. Referenced standards referenced directly in the Contract Documents or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01020 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE:

A. LUMP SUM CONTRACT: Unless indicated on the Contract Documents, all work indicated on the Contract Drawings and specified in the Bid Documents and Contract shall be included in the Contract Sum indicated on the Bid Form. The following is a description of the WORK listed in the Bid Form and is not intended to be complete and all-inclusive of the required work items. The WORK shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1. Bid Item A. Village Task Order #258, Material Storage Facility at Main Water Treatment Plant

1.02 BASIS FOR PAYMENTS:

A. The above descriptions generally outline the scope of work required for those elements of the WORK to be paid for under each lump sum item listed in the Bid Form.

1.03 PAYMENTS:

A. Payments shall be in accordance with the provisions of the contract.

END OF SECTION

SECTION 01050 FIELD ENGINEERING AND SURVEYING

PART 1 - GENERAL (See General Terms & Conditions Article 4.05 "Reference Points.")

1.01 SCOPE:

A. Summary of Work:

1. The CONTRACTOR shall engage a Professional Engineer of the discipline required, registered in the State of Florida, to perform engineering services for temporary facilities including the design of shoring systems, shores, earth and water retaining systems, forms, temporary erection supports, and similar items provided by the CONTRACTOR as part of its means and methods of construction.
2. The CONTRACTOR shall engage a Professional Surveyor and Mapper licensed in the State of Florida to perform all necessary construction layout surveys, horizontal and vertical control, As-Built (Record) Surveys, and Topographic Surveys in accordance with Chapter 472.027 of the Florida Statutes and Chapter 5J-17 Florida Administrative Code (FAC) and these specifications.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 01700 – Contract Closeout
3. SECTION 02200 – Earthwork

1.02 SUBMITTALS:

- A. Submit in accordance with SECTION 01300.

PART 2 - CONTRACTOR CONSTRUCTION LAYOUT SURVEY

2.01 DESCRIPTION: In connection with this WORK, the CONTRACTOR shall be responsible for:

- A. Performing all construction layout survey tasks as necessary for construction and satisfactory completion of the WORK.
- B. Verifying benchmark elevations by running a level loop between a minimum of two (2) Project vertical control points prior to the construction layout survey or establishing Project elevation data and/or new benchmarks where necessary.
- C. Completing all leveling under the supervision of a Florida licensed Professional Surveyor and Mapper.

Drawings, or specifications shall be called to the attention of the VILLAGE by the CONTRACTOR for correction or interpretation prior to proceeding with the WORK.

- C. The CONTRACTOR shall be responsible for the placement, referencing, and preservation of all survey control points, whether set or found on the Project. All boundary corners (i.e. section corners, fractional section corners, similar Project survey monumentation) that may be lost, destroyed or disturbed during construction shall be carefully replaced and referenced by a Florida licensed Professional Surveyor and Mapper.
- D. The supervision of the CONTRACTOR's construction surveying personnel shall be the responsibility of the CONTRACTOR; any deficient surveying layout or construction WORK which may be the result of inaccuracies in construction layout survey operations or failure to report inaccuracies found in WORK shall be corrected at the expense of the CONTRACTOR.
- E. Station Identification: On linear elements of construction (such as levees, canals, and similar items) the CONTRACTOR shall place temporary identifying signs at intervals no greater than 500 feet using four (4) foot sections of one (1) inch by four (4) inches lumber driven into the ground. The signs shall identify the station at that location.
- F. In order to expedite the commencement of construction operations, the construction layout survey operation may commence prior to the issuance of the Notice to Proceed. The CONTRACTOR shall obtain written approval of the VILLAGE prior to commencing construction layout survey.

2.03 SURVEY STANDARDS: If the vertical and horizontal data needs to be established at the Project Site, the CONTRACTOR shall follow the following standards:

- A. Vertical Data:
 - 1. All vertical data shall be collected and displayed in North American Vertical Datum 88 (NAVD 88). All Vertical elevation control level runs shall start and end on National Geodetic Survey (NGS) Second Order or higher VILLAGE approved vertical control monuments. The CONTRACTOR shall use a minimum of two (2) different NGS Second Order or VILLAGE approved published benchmarks that are a minimum of one-half mile apart. The level run(s) between monuments must close on each other. If the monuments do not close on each other the surveyor shall re-do the level runs or use another NGS monument until the two (2) monuments used in the level run close. The level run shall close to within 0.03 feet $\sqrt{\text{miles}}$ (0.03 feet times the square root of the distance in miles).
- B. All Vertical elevation control level runs shall start and end on National Geodetic Survey (NGS) Second Order or higher VILLAGE approved vertical control monuments.
- C. Horizontal Data (State Plane Coordinates):
 - 1. All horizontal data shall be collected in and based on the North American Datum (NAD 1983/2007) adjustment or higher. Horizontal coordinate control shall be established from existing NGS or VILLAGE approved Second Order control or higher in the area by using a minimum of conventional NGS Third Order field observation procedures. All horizontal work shall be done in the same horizontal adjustment (no mixing of the adjustments). Once the horizontal datum has been established it shall not change for the life of the project.

2.04 RECORDS AND SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. Provide THE VILLAGE a copy of the designs described in Paragraph 1.01 signed and sealed by the Florida registered Professional Engineer in charge of the Project.
- C. Records/As-builts:
 - 1. The CONTRACTOR shall provide two (2) set of conventional certified As-Built Survey overlaid on the Drawings.
 - 2. The CONTRACTOR shall provide a single PDF file with all data attached to that file and bookmark the As-Built on CD or thumbdrive.

3. The CONTRACTOR shall provide single AutoCAD (version 2010 or later) digital files for each of the certified hard copies.

END OF SECTION

SECTION 01065 PERMITS AND FEES

PART 1 - GENERAL

1.01 SCOPE:

A. Summary of Work:

1. Unless otherwise specified, the CONTRACTOR shall obtain and pay for all permits and licenses related to the WORK. Village permits for this project will be at no cost to the Contractor.
2. The CONTRACTOR will be issued copies of all permits obtained by the VILLAGE at the pre-construction conference. A copy of the permits shall be posted at the Site at all times during construction. The CONTRACTOR shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.
3. The WORK shall be conducted, and shall result in construction of the improvements of the Project, in full accordance with the conditions of the permits granted for the Project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01071 STANDARD REFERENCES

Wherever used in the project manual, the following abbreviations will have the meanings listed:

AA	Aluminum Association Incorporated 818 Connecticut Avenue, NW Washington, DC 20006
AABC	Associated Air Balance Council 1518 K Street NW Washington, DC 20005
AAMA	American Architectural Manufacturers Association 2700 River Road, Suite 118 Des Plaines, IL 60018
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW, Suite 225 Washington, DC 20001
ABMA	American Bearing Manufacturers Association 2025 M Street, NW Suite 800 Washington, DC 20036
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI, 48331
AEIC	Association of Edison Illuminating Companies 600 18 th Street N Birmingham, AL 35203
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association 400 N. Capital Street, NW Suite 450 Washington, DC 20001
AGMA	American Gear Manufacturer's Association 500 Montgomery Street, Suite 350 Alexandria, VA 22314
AHA	American Hardboard Association 1210 West Northwest Hwy Palatine, IL 60067
AISC	American Institute of Steel Construction One East Wacker Drive, suite 700 Chicago, IL 60601
AISI	American Iron and Steel Institute 1000 16th Street, NW Washington, DC 20036

AITC	American Institute of Timber Construction 333 West Hampden Avenue Englewood, CO 80110
ALSC	American Lumber Standards Committee P. O. Box 210 Germantown, MD 20874
AMCA	Air Movement and Control Association, Inc. 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute, Inc. 25 West 43 rd Street New York NY 10036
APA	American Plywood Association P.O. Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005
AHRI	Air-Conditioning Heating and Refrigeration Institute 1814 North Fort Myer Drive Arlington, VA 22209
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017
ASCII	American Standard Code for Information Interchange United States of America Standards Institute 10 East 40th Street New York, NY 10016
ASE	American Standard Safety Code for Elevators, Dumbwaiter and Escalators American National Standards Institute/ASME A17.1/CSA B44 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers United Engineering Center 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103

AWPA	American Wood Preservers Association P.O. Box 361784 Birmingham, AL 35236
AWPB	American Wood Preservers Bureau 7962 Conell Court P. O. Box 5283 Lorton, VA 22079
AWPI	American Wood Preservers Institute 1945 Old Gallows Road, Suite 150 Vienna, VA 22182
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165
AWS	American Welding Society 550 NW Lejune Road Miami, FL 33126
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 17 th Floor New York, NY 10017
BOCA	Building Officials and Code Administrators 17926 Halstead Homewood, IL 60430
CBMA	Certified Ballast Manufacturers Association 2120 Keith Building Cleveland, OH 44115
CMAA	Crane Manufacturers Association of America (Formerly called: Overhead Electrical Crane Institute) (OECI) 8720 Reds Oak Boulevard, Suite 201 Charlotte, NC 28217
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173
CSA	Canadian Standards Association 155 Queen Street, Suite 1300 Ottawa, Ontario, CA K1P6L1
DEMA	Diesel Engine Manufacturer's Association 122 East 42nd Street New York, NY 10017

DHI	Door Hardware Institute 14150 Newbrook Drive, Suite 200 Chantilly, VA 20151
DIS	Division of Industrial Safety California Department of Industrial Relations 2422 Arden Way Sacramento, CA 95825
EEI	Edison Electric Institute 701 Pennsylvania Avenue, NW Washington, DC 20004
EIA	Electronic Industries Alliance 2001 Eye Street, NW Washington, DC 20006
EJMA	Expansion Joint Manufacturer's Association 25 North Broadway Tarrytown, NY 10591
EPA	Environmental Protection Agency Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303-3104
ESO	Electrical Safety Order, California Administrative Code, Title 8, Chap. 4, Subarticle 5 Office of Procurement, Publications Section P. O. Box 20191 8141 Elder Creek Road Sacramento, CA 95820
FAC	Florida Administrative Code
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch Washington Navy Yard, Bldg. 197 Washington, DC 20407
FEDSTDS	Federal Standards (see FEDSPECS)
FM	Factory Mutual Research 1151 Boston-Providence Turnpike Norwood, MA 02062
GANA	Glass Association of North America 800 SW Jackson Street, Suite 1500 Topeka, Kansas 66612
HEI	Heat Exchange Institute 1300 Summer Avenue Cleveland, OH 44115

HI	Hydraulic Institute 1230 Keith Building Cleveland, OH 44115
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Faraday Drive Reston, VA 20190
IAPMO	International Association of Plumbing and Mechanical Officials 5001 E. Philadelphia Street Ontario, CA 91761
ICBO	International Conference of Building Officials 5360 South Workman Mill Road Whittier, CA 90601
ICEA	Insulated Cable Engineers Association P. O. Box P South Yarmouth, MA 02664
ICRI	International Concrete Repair Institute 10600 West Higgins Road, Suite 607 Rosemont, IL 60018
IEEE	Institute of Electrical and Electronics Engineers, Inc. 3 Park Avenue, 17 th Floor New York, NY 10016-5997
IES	Illuminating Engineering Society c/o United Engineering Center 120 Wall Street Floor 17 New York, NY 10005
ISA	Instrument Society of America 67 Alexander Drive Research triangle Park, NC 27709
ISO	International Organization for Standardization 1, ru de Varembe, Case Postale 56 CH-1211 Genna 20, Switzerland
JIC	Joint Industrial Council 7901 Westpark Drive McLean, VA 22101
MFMA	Metal Framing Manufacturers Association 401 Michigan Avenue Chicago, IL 60611
MILSPEC	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120

MSS	Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. 127 Park Avenue, N.E. Vienna, VA 22180
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt rd bldg C, Suite 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers P. O. Box 986 Katy, TX 77450
NEC	National Electrical Code National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814
NELMA	Northeastern Lumber Manufacturers Association, Inc. 272 Turtle Road P. O. Box 87A Cumberland Center, ME 04021
NEMA	National Electrical Manufacturer's Association 1300 N. 17 th Street, Suite 1752 Rosslyn, VA 22209
NESC	National Electric Safety Code American National Standards Institute 1430 Broadway New York, NY 10018
NETA	InterNational Electrical Testing Association 3050 Old Centre Avenue, Suite 102 Portage, MI 49024
NFP	National Forest Products Association (Formerly National Lumber Manufacturer's Association) 1619 Massachusetts Avenue Washington, DC 20036
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269
NHLA	National Hardwood Lumber Association P. O. Box 34518 Memphis, TN 38184-0518
NIST	National Institute of Standards and Technology 100 Bureau Drive, Suite 1070 Gaithersburg, MD 20899-1070

NSF	National Sanitation Foundation P.O. Box 130140 789 N. Dixoboro Road Ann Arbor, MI 48113
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational and Health Administration San Francisco Regional Office 200 Constitution Avenue Washington, DC 20210
PCI	Prestressed Concrete Institute 200 W. Adams Street, Suite 2100 Chicago, IL 60606
PPIC	The Plumbing & Piping Industry Council, Inc. 135 Calle Catalina Place Houston, TX 77007
RIS	Redwood Inspection Service California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523
RLM	Reflector and Lamp Manufacturers Standard Institute
RMA	Rubber Manufacturers Association 1400 K Street Washington, DC 20005
SAE	Society of Automotive Engineers 400 Commonwealth Drive Warrendale, PA 15096
SBC	Standard Building Code Published by SBCCI
SMC	Standard Mechanical Code Published by SBCCI
SBCCI	Southern Building Code Congress International 1116 Brown-Marx Building Birmingham, AL 35203
SCMA	Southern Cypress Manufacturers Association 805 Sterick Bldg. Memphis, TN 38103

SDI	Steel Door Institute 30200 Detroit road Westlake, OH 44145
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc. 4201 Lafayette Center Drive Chantilly, VA 20151
SPC	Society for Protective Coatings 40 24 th Street, 6 th Floor Pittsburgh, PA 15222
SPI	Society of the Plastics Industry, Inc. 1667 K Street, NW Suite 1000 Washington, DC 20006
SPIB	Southern Pine Inspection Bureau P.O. Box 10915 Pensacola, FL 32524
SSPC	The Society for Protective Coatings (formerly called: Steel Structures Painting Council) 40 24 th Street, 6 th Floor Pittsburgh, PA 15222-4656
SSPWC	Standard Specifications for Public Works Construction Building News, Inc. 3055 Overland Avenue Los Angeles, CA 90034
TEMA	Tubular Exchanger Manufacturer's Association 3251 Corte Malpaso, Suite 507 Camarillo, CA 93012
UL	Underwriters Laboratories Inc. 2600 NW Lake Road Camas, WA 98607
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center Denver Federal Center, Building 67 Denver, CO 80225
USACE	United States Army Corps of Engineers Jacksonville District P. O. Box 4970 Jacksonville, FL 32232-0019
WCLIB	West Coast Lumber Inspection Bureau 6980 SW Varns Street P. O. Box 23145 Tigard, OR 97223

WWPA

Western Wood Products Association
(Formerly called: West Coast Lumbermen's Association (WCLA))
522 SW 5th Avenue, Suite 500
Portland, OR 97204

END OF SECTION

SECTION 01200 PROJECT MEETINGS AND REPORTS

PART 1 - GENERAL

1.01 SCOPE

- A. Summary of Work: This SECTION includes the following administrative and procedural requirements:
 - 1. Project Meetings:
 - a. Preconstruction conference
 - b. Progress meetings
 - 2. Schedules and Reports:
 - a. Initial coordination submittals
 - b. Construction Schedules
 - c. Special reports
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals

1.02 SUBMITTALS:

- A. All submittals shall be made in accordance with SECTION 01300.

1.03 PROJECT MEETINGS:

- A. Pre-construction Conference
 - 1. The VILLAGE will administer a pre-construction conference within ten (10) days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during conduct of the WORK.
 - 2. The Preconstruction conference shall be attended by:
 - a. The CONTRACTOR and his Project Superintendent
 - b. Representatives of principal Subcontractors and Suppliers
 - c. Engineer and his Resident Project Representative if any
 - d. The VILLAGE or its representative
 - e. Other affected parties determined by the VILLAGE
 - 3. Agenda:
 - a. Projected Construction Schedules
 - b. Critical Work sequencing
 - c. Designation of responsible personnel
 - d. Project coordination
 - e. Procedures and Processing of:
 - i. Field decisions
 - ii. Substitutions

- iii. Submittals
 - iv. Change Orders
 - v. Applications for payment
 - f. Procedures for testing
 - g. Procedures for maintaining record documents
 - h. Use of Premises:
 - i. Office, work and storage areas
 - ii. The VILLAGE's requirements
 - i. Construction facilities, controls, and construction aids
 - j. Safety and first aid
 - k. Security
 - l. Requirements of any permits obtained by the VILLAGE and/or the CONTRACTOR
 - 4. Location of Meeting: Project Manager to Determine
- B. Progress Meetings:
- 1. The CONTRACTOR will administer a progress meeting a minimum of twice each month (every two (2) weeks) and at other times requested by the VILLAGE. The CONTRACTOR, Engineer and all Subcontractors active on the Site shall be represented at each meeting. The CONTRACTOR may request attendance by representatives of his Suppliers and other Subcontractors, or other entities concerned with the Project or involved with the planning, coordination or performance of future Project activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the WORK.
 - 2. The CONTRACTOR and each Subcontractor shall be prepared to report on and discuss the current construction progress, any anticipated future changes to the Construction Schedule, and advise if their current progress, and anticipated future schedules are compatible with the WORK.
 - 3. If one Subcontractor is delaying another, the CONTRACTOR shall direct such changes as are necessary for those involved to mutually agree on the Construction Schedule changes in the best interest of construction progress.
 - 4. Agenda
 - a. Review of construction progress since previous meeting
 - b. Field observations, interface requirements, conflicts
 - c. Issues which may impede the Construction Schedule
 - d. Off-site fabrication
 - e. Delivery schedules
 - f. Submittal schedules and status
 - g. Site utilization
 - h. Temporary facilities and services
 - i. Hours of Work
 - j. Hazards and risks
 - k. Housekeeping

- l. Quality and Work standards
 - m. Change orders
 - n. Documentation of information for payment request
 - o. Corrective measures and procedures to regain projected schedule, if necessary
 - p. Revisions to the Construction Schedule
 - q. Progress and schedule during the succeeding WORK period
 - r. Review proposed changes for:
 - i. Effect on the Construction Schedule and on the Completion Date
 - ii. Effect on the other contracts of the Project
 - s. Other business
- 5. Location of Meetings: Project Manager to Determine
 - 6. Reporting: After each meeting, minutes of the meeting will be distributed by the CONTRACTOR to each party present and to parties who should have been present.
- C. Special Reports:
- 1. When an event of an unusual and/or significant nature occurs at the Site, a special report shall be prepared and submitted by the CONTRACTOR to the VILLAGE. List the chain of events, persons participating, the response by CONTRACTOR's personnel, an evaluation of the results or effects, and similar pertinent information.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: This SECTION includes definitions, descriptions, transmittal, and review of "Compliance" and "Miscellaneous" Submittals.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01700 - Contract Closeout

1.02 GENERAL INFORMATION:

- A. Definitions:
 - 1. Compliance Submittals include Shop Drawings, product data, and samples which are prepared by the CONTRACTOR, Subcontractor, MANUFACTURER, or Supplier and submitted by the CONTRACTOR to the VILLAGE as a basis for approval of the use of Equipment and Materials proposed for incorporation in the WORK or needed to describe installation, operation, maintenance, or technical properties.
 - a. Shop Drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
 - b. Product data includes standard printed information on materials, products and systems not custom-prepared for this Project, other than the designation of selections from available choices.
 - c. Samples include both fabricated and unfabricated physical examples of materials, products, and WORK; both as complete units and as smaller portions of units of WORK; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Mock-ups are a special form of samples which are too large to be handled in the specified manner for transmittal of sample Submittals.
 - 2. Miscellaneous Submittals include, but are not limited to, Requests for Information, Change Orders, Work Change Directives, Field Orders, Daily Reports, Applications for Payment and other schedule related submittals, Technical Reports, Administrative Submittals, Certificates, and Warranties not defined as Shop Drawings, Product Data, or samples.
 - a. Request for Information, Change Orders, Work Change Directives, Field Orders.
 - b. Application for Payment.
 - c. Technical Reports include laboratory reports, tests, technical procedures, technical records, CONTRACTOR's design analysis and CONTRACTOR's survey field notes for construction staking, and similar type submittals.
 - d. Administrative Submittals are those submittals required by the Contract Documents or deemed necessary for administrative records. These submittals include, but are not limited to, maintenance agreements, workmanship bonds, Project photographs, physical work records, statements of applicability, copies of industry standards, as-constructed data, security/protection/safety data, and similar type submittals also listed elsewhere in the Contract Documents.
 - e. Certificates and warranties are those Submittals on Equipment and Materials where a written certificate or guarantee from the MANUFACTURER or Supplier is called for in the Specifications.

- f. Reports as required by Contract describing CONTRACTOR's means and methods for items such as dewatering, earth and water retaining, erosion/turbidity control, safety plans, and similar type Submittals.
- B. Quality Requirements: Submittals such as Shop Drawings and product data shall be of high enough digital quality so that they are legible and reproducible. Every line, character, and letter shall be clearly legible. Documents submitted to the VILLAGE that do not conform to these requirements shall be subject to rejection by the VILLAGE, and upon request by THE VILLAGE, CONTRACTOR shall resubmit conforming documents. If conforming submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as necessary to meet such requirements. CONTRACTOR's (or its Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve CONTRACTOR (or its Subcontractors) from meeting the required schedule for submittal of Shop Drawings and product data.
- C. Language and Dimensions:
 - 1. All words and dimensional units shall be written in the English language.
 - 2. International System of Units dimensional unit equivalents may be stated in addition to the United States customary units.
- D. Submittal Completeness:
 - 1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the VILLAGE to review the information effectively.
 - 2. Where standard drawings are furnished which cover variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting" is not an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.

1.03 INITIAL SITE CONDITION SUBMITTAL:

- A. Initial site condition submittal is comprised of a video record of the existing site conditions prior to commencement of the work on the site or mobilization by the CONTRACTOR.
 - 1. The CONTRACTOR shall document the existing site conditions prior to commencing work on the site or prior to mobilizing by video recording the work area and surrounding areas where impacts due to the project are anticipated. Video shall be a minimum 1080p resolution.
 - 2. A copy of the video shall be provided to the VILLAGE for acceptance prior to the commencement of work on the site or mobilization.

1.04 COMPLIANCE SUBMITTALS:

- A. Items shall include, but not be limited to, the following:
 - 1. MANUFACTURER's specifications
 - 2. Catalogs, or parts thereof, of manufactured equipment
 - 3. Shop fabrication and erection drawings
 - 4. General outline drawings of equipment showing overall dimensions, location of major components, weights, and location of required building openings and floor plates
 - 5. Detailed equipment installation drawings, showing foundation details, anchor bolt sizes and locations, baseplate sizes, location of THE VILLAGE's connections, and all clearances required for erection, operation, and disassembly for maintenance
 - 6. Bills of material and spare parts list

7. Material lists or schedules
 8. Performance tests on equipment by MANUFACTURERS
 9. Concrete mix design information
 10. Samples and color charts
 11. All drawings, calculations, catalogs or parts thereof, MANUFACTURER's specifications and data, samples, instructions, and other information specified or necessary:
 - a. For THE VILLAGE to determine that the Equipment and Materials conform with the design concept and comply with the intent of the Contract Documents.
 - b. For the proper erection, installation, operation and maintenance of the Equipment and Materials which the VILLAGE will review for general content but not for substance.
 - c. For the VILLAGE to determine what supports, anchorages, structural details, connections, and services are required for the Equipment and Materials, and the effects on contiguous or related structures and Equipment and Materials.
- B. Compliance Submittal Action Stamps or Designation: The VILLAGE's review action stamp or designation, appropriately completed, will appear on all Compliance Submittals of CONTRACTOR when returned by the VILLAGE. Review status designations listed on THE VILLAGE's action designation are defined as follows:
1. "ACCEPTED AS SUBMITTED": Signifies Equipment or Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK. CONTRACTOR is to proceed with fabrication or procurement of the items and with related WORK.
 2. "ACCEPTED AS NOTED": Signifies Equipment and Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK subject to the condition that as constructed it shall be in accordance with all notations and/or corrections indicated. CONTRACTOR is to proceed with fabrication or procurement of the items and with related WORK in accordance with THE VILLAGE's notations.
 3. "RETURNED FOR REVISION": Means that deviations from the requirements of the Contract Documents exist in the Submittal. CONTRACTOR is to resubmit revised information responsive to THE VILLAGE's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related WORK is not to proceed until the Submittal is approved.
 4. "NOT ACCEPTABLE (SUBMIT ANEW)": Signifies Equipment and Material represented by the Submittal does not conform with the design concept or comply with the intent of the Contract Documents and is disapproved for use in the WORK. CONTRACTOR is to resubmit Compliance Submittals responsive to the Contract Documents.
 5. "PRELIMINARY SUBMITTAL": Signifies Submittals of such preliminary nature that a determination of conformance with the design concept or compliance with the intent of the Contract Documents must be deferred until additional information is furnished. CONTRACTOR is to submit such additional information to permit layout and related activities to proceed.
 6. "FOR REFERENCE ONLY": Signifies Submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins and similar data, all of which are useful to the VILLAGE in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract Documents. The VILLAGE reviews such Submittals for general content but not for substance.
 7. Resubmit Compliance Submittals the number of times required for THE VILLAGE's "ACCEPTED AS SUBMITTED," or "FOR REFERENCE ONLY". However, any need for more

resubmittals than the number set forth in the accepted schedule, or any other delay in obtaining acceptance of Submittals, will not be grounds for extension of the Contract Time, provided the VILLAGE completes its reviews within the times stated above. See 1.03 D. below for additional requirements.

C. Schedule and Log of Compliance Submittals:

1. Prepare for the VILLAGE, a schedule and log for submission of all Compliance Submittals specified or necessary for THE VILLAGE's review of the use of Equipment and Materials proposed for incorporation in the WORK or needed for proper installation, operation or maintenance. Submit the schedule and log with the procurement schedule and WORK progress schedule. Schedule submission of all Compliance Submittals to permit review, fabrication, and delivery in time to not cause a delay in the WORK of CONTRACTOR or his Subcontractors or any other contractors as described herein.
2. In establishing schedule for Compliance Submittals, allow fifteen working days in THE VILLAGE's office for reviewing original Submittals that have been deemed complete and ten (10) working days for reviewing resubmittals of previously reviewed submittals.
3. The schedule shall indicate the anticipated dates of original submission, and shall be submitted in accordance with this SECTION.
4. Schedule as required to achieve full compliance of all Compliance Submittals required prior to fabrication or manufacture for submission within 30 days of the Notice to Proceed. Schedule Compliance Submittals pertaining to storage, installation and operation at the Site for THE VILLAGE's acceptance prior to delivery of the Equipment and Materials.

D. Transmittal of Compliance Submittals:

1. All Compliance Submittals of Equipment and Materials furnished by Subcontractors, MANUFACTURERS, and Suppliers shall be submitted to the VILLAGE by CONTRACTOR in electronic PDF format as indicated below and via the Web Based Project Construction Document Management tool (Construction Document Management tool). After checking and verifying all field measurements, transmit all Compliance Submittals to the VILLAGE for acceptance as follows:
 - a. Check and certify Compliance Submittals of Subcontractors, Suppliers, and MANUFACTURERS with CONTRACTOR's approval prior to transmitting them to the VILLAGE. CONTRACTOR's certification of approval shall constitute a representation to the VILLAGE that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or they assume full responsibility for doing so, and that they have coordinated each Compliance Submittal with the requirements of the WORK and the Contract Documents.
 - b. At the time of each submission, call to the attention of THE VILLAGE in the CONTRACTOR's Letter of Transmittal any deviations from the requirements of the Contract Documents.
 - c. Provide all Submittals in electronic format, compatible with Adobe Professional, Version 8 (or higher), and submitted as a single file, using PDF bookmarks and/or chapters to identify divisions within the Submittal package ("PDF File Format"). At the VILLAGE's request, and/or with the VILLAGE's prior approval, the CONTRACTOR shall submit native format files when, in the opinion of the VILLAGE, doing so will facilitate the VILLAGE's review of the Submittal information.
 - d. Make all modifications noted or indicated by THE VILLAGE and return revised copies, or samples until accepted. Revised Submittals must be complete and conformed, including all pages/sheets with the required revisions and any additional or replacement pages/sheets. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the VILLAGE on previous Submittals. Subsequent review

cycles for returned or revised Submittals shall replicate the process described in items c. above.

- e. If the VILLAGE's review action is "ACCEPTED AS NOTED", the Submittal will be designated such, and electronically transmitted back to the CONTRACTOR. Upon receipt of this notification from the VILLAGE, The CONTRACTOR shall resubmit one (1) conformed electronic copy in PDF File Format to the VILLAGE for final distribution. The VILLAGE may reject, without review, conformed copy Submittals for which the CONTRACTOR does not provide a narrative including, in numbered list format, (a) the VILLAGE's comment/note, (b) the CONTRACTOR's resolution of each comment/note and the location of the resolution (i.e.: page number(s), drawing number(s)) that addresses the respective comment/note, and (c) the statement: "Other than revisions listed on herein, this conformed copy is the identical information as was provided in the VILLAGE's response dated [enter date]." In addition, if the Submittal is required to be signed and sealed by a Professional Engineer registered in the State of Florida, this version of the submittal shall be signed and sealed. Submittal will not be considered final until all copies have been received by the VILLAGE. Submittal will be designated "DISTRIBUTION COPY (PREVIOUSLY ACCEPTED)" by the VILLAGE. Accepted Submittals transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.
- f. WORK requiring a Compliance Submittal shall not be commenced or shipped until the Submittal has been designated "ACCEPTED AS SUBMITTED," "ACCEPTED AS NOTED," or "FOR REFERENCE ONLY" by the VILLAGE.

E. VILLAGE's Review:

- 1. The VILLAGE will review and return Compliance Submittals to CONTRACTOR with appropriate notations. Instruction books and similar Submittals will be reviewed by the VILLAGE for general content but not for substance.
- 2. The VILLAGE's acceptance of Compliance Submittals will not relieve CONTRACTOR from his responsibility.

1.05 MISCELLANEOUS SUBMITTALS:

A. Miscellaneous Submittals are comprised of Daily Reports, technical reports, administrative Submittals, and warranties which relate to the WORK, but do not require THE VILLAGE's approval prior to proceeding with the WORK. Miscellaneous Submittals may include but are not limited to (at THE VILLAGE's discretion):

- 1. Daily Reports: CONTRACTOR shall be responsible for entering Daily Reports in the Construction Document Management tool for review and acceptance by the VILLAGE. Daily Reports shall be entered within twenty-four hours of the date of the Daily Report. Daily Reports shall include, but need not be limited to (a) Date, (b) Weather conditions and any impact weather conditions caused to CONTRACTOR's ability to work, (c) Jobsite physical conditions, (d) Available or not-available resources, (e) Work performed and status, (f) Disruptions and delays, (g) Inventory changes including major material delivered or delayed (h) Potential risks and concerns of future delays, (i) Incidents that occurred, (j) Notes or comments of other relevant information related to the Project.
- 2. Welder qualification tests
- 3. Welding procedure qualification tests
- 4. Field test reports
- 5. Concrete cylinder test reports
- 6. Certification on Materials:

- a. Steel mill tests
- b. Paint lab tests
- c. Cement tests
- 7. Soil test reports
- 8. Temperature records
- 9. Shipping or packing lists
- 10. Job progress schedules
- 11. Equipment and Material delivery schedules
- 12. Progress photographs
- 13. Warranties
- 14. Surveying field notes, preliminary and final Surveyor's Reports
- 15. Traffic control plan
- 16. Technical Reports
- 17. Written Certificates and Warranties

B. Transmittal of Miscellaneous Submittals:

- 1. All Miscellaneous Submittals furnished by Subcontractors, MANUFACTURERS, and Suppliers shall be submitted to THE VILLAGE by CONTRACTOR in an electronic PDF File Format, unless otherwise specified.
 - a. CONTRACTOR shall complete all information fields of the Construction Document Management tool and otherwise clearly and correctly identify each miscellaneous Submittal. The specification section and article number must be correctly listed. Unidentifiable, incomplete, and/or incorrect Submittals may be returned for correction without review.
 - b. Check and certify Miscellaneous Submittals of Subcontractors, Suppliers, and MANUFACTURERS with CONTRACTOR's approval prior to transmitting them to the VILLAGE. CONTRACTOR's certification of approval shall constitute a representation to the VILLAGE that CONTRACTOR has either determined and verified all information, or they assume full responsibility for doing so, and that they have coordinated Miscellaneous Submittal with the requirements of the WORK and the Contract Documents.
 - c. At the time of each submission, call to the attention of the VILLAGE in the CONTRACTOR's Letter of Transmittal any deviations from the requirements of the Contract Documents.
 - d. Make all modifications noted or indicated by THE VILLAGE and return revised copies until accepted. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the VILLAGE on previous Submittals.
- 2. Test Reports: Responsibilities of CONTRACTOR and THE VILLAGE regarding tests and inspections of Equipment and Materials and completed WORK are set forth elsewhere in these Contract Documents.

C. THE VILLAGE'S Review:

- 1. THE VILLAGE will review Miscellaneous Submittals for indications of WORK or material deficiencies within fifteen working days in THE VILLAGE's office for original Submittals and ten (10) working days for reviewing resubmittals.

2. THE VILLAGE will respond to CONTRACTOR on those Miscellaneous Submittals which indicate WORK or material deficiency.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 SUBMITTAL LOG: CONTRACTOR shall maintain an accurate Submittal Log and a Distribution List for the duration of the WORK, showing current status of all Submittals required for the complete Project and Distributees at all times in a form acceptable to the VILLAGE. CONTRACTOR shall make the Submittal Log available to the VILLAGE for its review on request, and shall bring a copy of the Submittal Log to all Progress Meetings. An anticipated submittal log shall be brought to the preconstruction meeting for review by all.

END OF SECTION

SECTION 01410 TESTING AND QUALITY CONTROL

PART 1 - GENERAL

1.01 SCOPE:

A. Summary of Work:

1. The CONTRACTOR shall provide and maintain an effective Quality Control Program.
2. The CONTRACTOR shall establish and implement a Quality Control Plan to perform sufficient inspection of all items of the WORK, including that of Subcontractors, to insure conformance to the Technical Specifications and the Drawings with respect to the materials, workmanship, construction, equipment performance, and identification.
3. The CONTRACTOR's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the Technical Specifications. The CONTRACTOR's Quality Control Plan must clearly identify the quality control leader and personnel organizational system. The leader must have the authority to direct the removal and replacement of defective work.
4. After the Contract is awarded and before the construction begins, the CONTRACTOR shall meet with the VILLAGE or its representative to discuss quality control requirements. The meeting shall develop mutual understanding relative to the details of the Quality Control Plan, including the appropriate forms to be used for recording the quality control operations, inspections, administration of the Quality Control Plan, and the interrelationship of the CONTRACTOR and the VILLAGE inspection.
5. The CONTRACTOR shall submit his written Quality Control Plan for review, describing the activities and listing those inspection and testing activities that the CONTRACTOR will perform prior to beginning the WORK. The CONTRACTOR's Quality Control Plan shall describe how he will communicate timely notification to allow for testing and inspection activities performed by the VILLAGE, or its representatives, for on and off-site construction activities
6. All compliance inspections shall be recorded on the appropriate forms, including but not limited to the specific items required in each SECTION of the Technical Specifications. The completed forms, including record of corrective actions taken, shall be furnished to the VILLAGE. The VILLAGE's quality control representative will maintain a list of all deficiencies which are not corrected the same day as they are discovered.
7. Should recurring deficiencies in an item or items indicate that the Quality Control Plan is not adequate, the CONTRACTOR shall take corrective actions as directed by the VILLAGE to update the Quality Control Plan, to satisfactorily address and resolve any reoccurring deficiencies.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

1.02 TESTING LABORATORY SERVICES:

- ##### A.
- All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the VILLAGE. The laboratory shall be staffed with experienced technicians, and shall be properly equipped, ACI certified, and fully qualified to perform the tests in accordance with the specified standards. Materials not meeting the requirements of these Specifications or plans will be considered defective. The Engineer will reject all such materials, whether in place or not. Removal all rejected

material immediately from the site of the work and from the storage areas, at no expense to the VILLAGE.

1.03 TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR:

- A. The testing that the VILLAGE will coordinate and pay for is described in paragraph 1.04 below. All other testing required in connection with the performance of the WORK (which are identified as the CONTRACTOR's responsibility in the Contract Documents) shall be performed and paid for by the CONTRACTOR, and a certified copy of the results will be furnished to the VILLAGE within five (5) days of the test.
- B. The CONTRACTOR is also responsible for all testing and inspection services required to achieve an effective Quality Control Program, to assure that the WORK strictly complies with the Contract requirements. The CONTRACTOR shall pay all costs for such services. The CONTRACTOR shall also pay for any tests performed by the VILLAGE which do not meet the requirements of the Technical Specifications and as described below.

1.04 TESTING LABORATORY SERVICES FURNISHED BY THE VILLAGE:

- A. The CONTRACTOR will secure the services of a materials testing company, for field and laboratory tests, required for the WORK. The CONTRACTOR will pay all charges for testing services required for the project. The testing agency to be approved by the VILLAGE. The field sampling and testing will be performed in the general manner indicated in the Technical Specifications, with minimal interference to the construction operations.
- B. The CONTRACTOR shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the WORK when necessary.
- C. When sampling or testing activities are performed in the field by testing laboratory personnel, the CONTRACTOR shall furnish personnel and facilities to assist in the activities.
- D. The Testing Laboratories will not be authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
 - 2. Approve or accept any portion of the WORK.
 - 3. Perform any duties of the CONTRACTOR.

1.05 TRANSMITTAL OF TEST REPORTS:

- A. Written reports of test and engineering data furnished by the CONTRACTOR shall be submitted as specified in SECTION 01300.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01590 FIELD OFFICES AND SHEDS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary: This SECTION includes requirements for temporary field offices and other structures for office and storage space required by CONTRACTOR.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01600 - Equipment and Materials
- C. Use of Existing Facilities: Existing facilities at the Site shall not be used for field offices.
- D. Use of Permanent Facilities: Permanent facilities, when substantially completed, shall not be used for field offices or for storage.

PART 2 - PRODUCTS

2.01 STORAGE SHEDS AND TRAILERS:

- A. On-Site:
 - 1. The CONTRACTOR shall provide temporary buildings or trailers needed for storage of Equipment and Materials installed under this Contract.
 - 2. Provide ventilation and heating as required by Equipment and Material stored or as per MANUFACTURER's requirements.
 - 3. The CONTRACTOR shall be solely responsible for temporary buildings and trailers located on site.
- B. Off-Site:
 - 1. The CONTRACTOR shall advise the VILLAGE of any arrangements made for storage of Equipment and Materials in a place other than THE VILLAGE's Site. The CONTRACTOR shall furnish evidence of insurance coverage with Application for Payment.

PART 3 - EXECUTION

3.01 LOCATION, INSTALLATION AND MAINTENANCE:

- A. General:
 - 1. Place temporary buildings, trailers, and stored materials in locations acceptable to THE VILLAGE.
 - 2. Installed field offices and sheds to resist winds and elements of the locality where installed.
 - 3. Remove when no longer needed at the Site or when WORK is completed.
 - 4. Keep approach walks free of leaves, mud, water, or ice.
 - 5. At completion of WORK, remove temporary buildings and trailers, foundations (if any), utility services, and debris.
 - 6. Prepare ground or paved areas as specified in applicable SECTIONS.

END OF SECTION

SECTION 01600 EQUIPMENT AND MATERIALS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: This SECTION includes general requirements for transportation, handling, delivery, storage, and protection of CONTRACTOR and THE VILLAGE - furnished Equipment and Materials.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals

1.02 DEFINITIONS: Definitions used in this Paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including such terms as "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

- A. Products: Items purchased for incorporation in the WORK, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and other terms of similar intent.
- B. Equipment: A product with operational or non-operational parts, regardless of whether motorized, manually operated, or fixed. Equipment may require service connections such as wiring or piping.
- C. Materials: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of the WORK.

1.03 QUALITY CONTROL:

- A. Equipment and Material Incorporated into the WORK: Provide products that comply with the requirements of the Contract Documents, are undamaged, and unless otherwise indicated, are unused at the time of installation. The CONTRACTOR shall provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: Where they are available and comply with the Technical Specifications, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1.04 TRANSPORTATION AND SHIPMENT:

- A. Shipment Preparation: The CONTRACTOR shall require MANUFACTURERS and suppliers to prepare Equipment and Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage, for CONTRACTOR supplied equipment. Provisions for protection shall include the following:
 - 1. Crates or other suitable packaging materials
 - 2. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery
 - 3. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel

- B. Marking: Each item of Equipment and Material shall be tagged or marked as identified in the delivery schedule or on Submittals, submitted in accordance with SECTION 01300. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Delivery – The CONTRACTOR shall:

1. Deliver, store and handle Equipment and Materials in accordance with the MANUFACTURER's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.
2. Control delivery schedules to minimize long term storage at the Site and to prevent overcrowding of construction areas. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.
3. Avoid conflict with Work of THE VILLAGE or other contractors.
4. Deliver Equipment and Materials to the Site in MANUFACTURER's sealed containers or other packaging system with identifying labels and instructions for handling, storing, unpacking, protecting, and installing.
5. Mark deliveries of component parts of equipment to identify the equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.
6. Immediately upon delivery, inspect shipment to assure:
 - a. That each product complies with requirements of Contract Documents and reviewed Submittals.
 - b. Quantities are correct.
 - c. Containers and packages are intact, labels are legible.
 - d. Equipment and Materials are properly protected and undamaged.

B. Storage – The CONTRACTOR shall:

1. Store Equipment and Materials immediately after delivery, and protect it as necessary until completion of the WORK. Store in accordance with MANUFACTURER's instructions with seals and labels intact and legible.
2. Store Equipment and Materials in a manner that will not endanger the supporting construction and/or existing structures and facilities.
3. Store Equipment and Materials that are subject to damage by elements in weathertight enclosures.
4. Maintain temperature and humidity within ranges required by the MANUFACTURER.
5. Exterior Storage – The CONTRACTOR shall:
 - a. Provide platforms, blocking, or skids to support fabricated products aboveground; and to prevent soiling, staining and damage. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - b. Store loose granular materials on solid surface areas to prevent mixing with foreign matter.
 - c. Provide surface drainage to prevent flow or ponding of rainwater.

6. Equipment and Materials shall not show any pitting, rust, decay, or other deleterious effects of storage prior to final acceptance of WORK.
 7. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and are free from damage or deterioration.
- C. Handling – The CONTRACTOR shall:
1. Provide equipment and personnel necessary, to properly unload and handle Equipment and Materials, by methods to prevent damage, soiling and /or staining of the Equipment and Materials, or packaging.
 2. Handle by methods to prevent bending or oversteering. Where lifting points are designated, lift components only at those points.
 3. Provide additional protection to surrounding surfaces as necessary to prevent damage.
- D. Maintenance of Storage – The CONTRACTOR shall:
1. Inspect stored Equipment and Materials on a regularly scheduled basis.
 2. Verify that storage facilities comply with the MANUFACTURER's product storage requirements, including environmental conditions continually maintained.
 3. Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
- E. Protection after installation – The CONTRACTOR shall:
1. Provide substantial coverings as necessary to protect all installed Equipment and Materials from damage from subsequent construction operations. Remove the protective coverings when no longer needed or as specified.

PART 2 - PRODUCTS

2.01 PRODUCTS AND MANUFACTURERS:

- A. Specified in each applicable SECTION of the Technical Specifications and/or Drawings.

2.02 PRODUCT SELECTION AND SUBSTITUTIONS:

- A. Specified in the Instructions to Bidders and plans.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS:

- A. Installation:
1. When Contract Documents require that installation of WORK shall comply with MANUFACTURER's printed instructions, the CONTRACTOR shall:
 - a. Obtain and distribute copies of such instructions if not a part of Submittals, containers, or packaging to all parties involved in the installation, including a copy to the VILLAGE.
 - b. Clean and protect all exposed surfaces as necessary to ensure freedom from damage and deterioration until Final Acceptance.

END OF SECTION

SECTION 01630 PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SCOPE:

- A. This SECTION covers the VILLAGE's review procedures for CONTRACTOR's requests of acceptable substitute items of material and equipment. All requests for substitution shall be made no earlier than the Effective Date of the Contract.
- B. Requests received prior to the date established above will not be considered.
- C. Substitutions may be approved at the VILLAGE's sole discretion where one or more of the following conditions apply:
 - 1. The substitution must be required for compliance with final interpretation of code requirements or regulations.
 - 2. The substitution must be due to the unavailability of the specified products, through no fault of the CONTRACTOR.
 - 3. The substitution may be requested when subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
 - 4. The substitution may be requested when in the judgment of the VILLAGE a substitution would be substantially to the VILLAGE's best interests in terms of cost, time or other considerations.
- D. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals

1.02 SUBSTITUTION REQUEST:

- A. Submit as required in SECTION 01300:
 - 1. Complete data substantiating compliance of the proposed substitution with the Contract Document
 - a. Product identification including MANUFACTURER's name and address
 - b. MANUFACTURER's literature including product description, performance and test data, and reference standards
 - 2. Itemized comparison of proposed substitution with product or method specified
 - 3. Data relating to changes in the construction schedule
 - 4. Accurate cost data on proposed substitution in comparison with product or method specified
- B. In submitting the request for substitution, the CONTRACTOR makes the following representations:
 - 1. The CONTRACTOR has investigated the proposed product and has determined that it is equal or superior in all respects to that specified.
 - 2. The CONTRACTOR will provide the same warranty or guarantee for the substitution as for the product specified.
 - 3. The CONTRACTOR will coordinate installation of the accepted substitution into the WORK, making such changes as may be required for the WORK to be completed in all respects.
 - 4. The CONTRACTOR waives all claims for additional costs related to substitution that subsequently becomes apparent.
 - 5. Cost data is complete and includes all related costs under the Contract.

1.03 VILLAGE ENGINEER'S REVIEW:

- A. The VILLAGE, in evaluating the request for substitution, will consider all variations of the proposed substitute from that specified to determine the acceptability of the proposal. The VILLAGE may require the CONTRACTOR to furnish additional data about the proposed substitute necessary to make such a determination. The VILLAGE will be the sole judge of acceptability, and no substitute will be

ordered or installed without the VILLAGE's prior written acceptance. The VILLAGE may require the CONTRACTOR to furnish, at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute. Substitutions will not be considered if:

1. Substitutions are indicated or implied on Shop Drawings or product data submittals without a request submitted in accordance with this SECTION.
2. Acceptance will require substantial revision to the Contract Documents.

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: This SECTION includes administrative and procedural requirements for Contract Closeout including, but not limited to, the following:
 - 1. Inspection procedures
 - 2. Project record document submittal
 - 3. Operation and maintenance manual submittal
 - 4. Submittal of warranties
 - 5. Final cleaning
 - 6. CONTRACTOR's Certification
- B. Closeout requirements for specific construction activities are included in the appropriate SECTIONs in DIVISIONS 1 through 16.
- C. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals
 - 2. SECTION 01050 - Field Engineering and Surveying

1.02 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, the CONTRACTOR shall satisfy the following:
 - 1. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents. Submit in accordance with SECTION 01300.
 - 2. Obtain and submit releases enabling the VILLAGE unrestricted use of the WORK and access to services and utilities. Include Certificates of Occupancy (C.O.), operating certificates, and similar releases, as required.
 - 3. Submit Record Documents, including but not limited to, maintenance manuals, Project photographs, damage or settlement surveys, Boundary surveys, all As- Built and Topographic Surveys as per SECTION 01050 and similar record information as specified in Paragraph 1.04. All drawings shall be scanned and submitted in accordance with SECTION 01300, and in hard copy form, 24 inch by 36 inch plan size. All other documents shall also be scanned and submitted in accordance with SECTION 01300.
 - 4. Complete final cleanup requirements, including touch up painting.
 - 5. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the VILLAGE will either proceed with inspection or advise the CONTRACTOR of unfilled requirements. The VILLAGE will prepare the Certificate of Substantial Completion following inspection or advise the CONTRACTOR of WORK that must be completed or corrected before the certificate will be issued.
 - 1. The VILLAGE will reschedule the inspection when in its opinion, the WORK is substantially complete.

1.03 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Submit certification by CONTRACTOR that WORK has been completed in accordance with the Contract Documents to the knowledge of the CONTRACTOR. Before requesting final inspection, complete the following:
 - 1. Submit the final payment request with releases and supporting documentation. Include insurance certificates for products and completed operations where required.

2. Submit a letter certifying that all items listed as part of the Certification of Substantial Completion have been completed or corrected.
 3. Submit consent of surety to final payment.
 4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 5. Submit Release of Liens (from the Prime, and all Subcontractors, Vendors and Suppliers).
 6. The above shall be submitted in accordance with SECTION 01300.
- B. Reinspection Procedure: The VILLAGE will reinspect the WORK upon receipt of notice that the WORK, including inspection list items from earlier inspections, has been completed.
1. Upon completion of reinspection, the VILLAGE will advise the CONTRACTOR of WORK that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, the reinspection will be repeated.

1.04 RECORD DOCUMENT SUBMITTALS:

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure location. Provide access to record documents for the VILLAGE's reference during normal working hours.
- B. As-Built Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Drawings and Shop Drawings. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set. Mark the set to show the actual installation where the installation varies substantially from the WORK as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Call attention to each entry by drawing a "cloud" around the areas affected.
- C. The VILLAGE will make electronic copies of whatever electronic versions of the Drawings exist, available to the CONTRACTOR for As-Built purposes. The CONTRACTOR must obtain concurrence from the VILLAGE as to form and content of record information provided in electronic format prior to proceeding, but in general, information similar to that noted below needs to be provided.
1. Record information concurrently with construction progress.
 2. Mark record sets with red erasable pencil. Mark each document "AS-BUILT DRAWINGS" in neat, large, printed letters.
 3. Mark As-Built invert elevations for all water control structures, culverts, etc. Refer to SECTION 01050 for structures which require a permanent benchmark.
 4. Mark new information that is important to the VILLAGE that is not shown on Drawings or Shop Drawings.
 5. Note related Change-Order numbers where applicable.
 6. Include the following:
 - a. Where Submittals (like Shop Drawings) are used for mark-up, record a cross-reference at corresponding location on Drawings.
 - b. Field changes of dimension and detail.
 - c. Changes made by Change Order or other Modifications.
 - d. Details not on original Drawings.
 - e. As-Built shall also include a plot of the actual excavation cross-sections plotted at the same station as overlayed on top of the design cross-sections.
 - f. As-Built shall include a plot of the actual levee and embankment cross-sections plotted at the same station as overlayed on top of the design cross-sections. Refer to SECTION 01050.

- g. Give particular attention to concealed elements that would be difficult or expensive to locate at a later date.
 - h. GPS (global positioning system) coordinates of major structures using the format lat/long DD (decimal/degree) NAD83/2007 (North American Datum).
- 7. Record Specifications: Maintain one (1) complete copy of the Contract Documents including addenda. Include with the Contract Documents one (1) copy of other written construction documents, such as Requests for Information (RFIs), Change Orders and modifications issued in printed form during construction.
- 8. Mark these documents to show substantial variations in actual WORK performed in comparison with the text of the Specifications and modifications.
- 9. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
- 10. Note related As-Built information and Product Data.
- 11. Upon completion of the WORK, submit Record Specifications to the VILLAGE for the VILLAGE's records on CD in PDF format.
- 12. Include the following:
 - a. MANUFACTURER, trade name, catalog number, and Supplier of each product and item of equipment actually installed, including optional and substitute items
 - b. Changes made by Addendum, Change Order, or other Modifications
 - c. Related Submittals
- 13. Affix the CONTRACTOR's corporate seal on the cover sheet indicating the documents within are representative of the as-built condition of the Project. The seal shall be signed by an officer of the company.
- D. Record Product Data: Provide one (1) copy of each Product Data submittal. Note related Change Orders and markup of Record Documents.
 - 1. Mark these documents to show significant variations in actual WORK performed in comparison with information submitted. Include variations in products delivered to the Site and from the MANUFACTURER's installation instructions and recommendations.
 - 2. Give particular attention to concealed products and portions of the WORK that cannot otherwise be readily discerned later by direct observation.
- E. Miscellaneous Record Submittals: Refer to other Specification SECTIONS for requirements of miscellaneous record keeping and submittals in connection with actual performance of the WORK. Immediately prior to the date or dates of Substantial Completion (unless otherwise specified), complete miscellaneous records and place in good order. Identify miscellaneous records properly, bind or file, and submit to the VILLAGE for the VILLAGE's records.
- F. Warranties and Bonds: Submit original documents as specified in Section 00700 - General Terms & Conditions, Supplemental Conditions, SECTION 01300, and technical specifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 FINAL CLEANING:

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Clean the Site of rubbish, litter, and other foreign substances. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
 - b. Remove temporary structures, tools, equipment, supplies, and surplus materials.

- c. Remove temporary protection devices and facilities which were installed to protect previously completed WORK.
- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the WORK during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the VILLAGE's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems, surface waters or wetlands. Remove waste materials from the Site and dispose of lawfully.
 - 1. Where extra materials of value remain after completion of associated WORK, they become the VILLAGE's property. Dispose of materials of no value to the VILLAGE as directed by the VILLAGE.
- D. Repairs:
 - 1. Repair damaged protective coated surfaces.
 - 2. Repair roads and other items damaged or deteriorated because of construction operations, including those which have been damaged, but are not located within the Project limits.
 - 3. Restore all ground areas affected by construction operations.

END OF SECTION

SECTION 02100 SITE PREPARATION

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment necessary for complete and proper Site preparation within the areas shown on the Drawings and specified herein and observe permit conditions.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail:
 - 1. Florida Department of Transportation (FDOT)
 - a. Standard Specifications for Road and Bridge Construction, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

- A. The CONTRACTOR shall make all excavations for piping and appurtenant structures in any material encountered to the depth and grades required, shall backfill such excavations and dispose of excess or unsuitable materials from excavation, and shall provide and place necessary borrow material to properly backfill excavations, all as indicated on the Drawings, specified herein, or as directed by the VILLAGE.
- B. Excavation, dewatering, sheeting and bracing required shall be carried out so as to prevent any possibility of undermining or disturbing the foundations of any existing structure or WORK, and so that all WORK may be accomplished and inspected in the dry, except as directed by the VILLAGE. Aqueous construction may be performed only with prior approval of the VILLAGE.

1.07 CERTIFICATIONS AND TESTINGS: (Not Applicable)

1.08 INSPECTION COORDINATION: (Not Applicable)

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK as described in the contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 TRAFFIC CONTROL: The CONTRACTOR shall provide proper warning devices and barriers for protection of the public and workmen in accordance with FDOT Specification Section 102 Traffic Control and local regulations.
- 3.02 STANDARD CLEARING AND GRUBBING: Standard Site clearing and grubbing, in accordance with FDOT Specification Section 110.2, shall be performed within the areas shown on the Drawings or otherwise noted in the above referenced specification.
- 3.03 EROSION CONTROL: The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Section 104 and Florida Department of Environmental Protection (FDEP) regulations and permit conditions.
- 3.04 PROTECTION, REMOVAL AND/OR RELOCATION OF EXISTING FACILITIES: Existing facilities such as storm drains, roadways, water lines, light poles, conduits, fences, utility and telephone lines, etc. are to be carefully protected from damage during all phases of the construction. The CONTRACTOR shall make all necessary arrangements with the owner of the facility and be responsible for all costs involved in the proper protection, relocation or other WORK that such owners deem necessary.
- 3.05 UNDERGROUND UTILITIES: The CONTRACTOR shall provide all necessary liaisons with other utilities (underground) by notification, 48 hours in advance, of any digging by telephoning the appropriate Utility Notification Center and local utilities.

END OF SECTION

SECTION 02110 CLEARING AND LAND PREPARATION

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall include the removal of trees and other vegetation from areas where earthwork or other construction operations specified herein are to be performed. This section also includes land preparation activities for excavation and fill areas.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals
 - 2. SECTION 02200 - Earthwork
 - 3. SECTION 02221 - Trenching, Backfilling and Compacting

1.02 APPLICABLE PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. Florida Department of Transportation (FDOT)
 - a. Standard Specification for Road and Bridge Construction, Latest Edition
 - i. 104 - Prevention, Control and Abatement of Erosion and Water Pollution

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Prior to beginning the WORK, CONTRACTOR shall submit a detailed plan for clearing and land preparation in conformance with SECTION 01300. The plan shall detail the sequence of WORK and describe the CONTRACTOR's planned method of clearing and land preparation activities.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

- A. The CONTRACTOR shall ensure the safe passage of persons around areas of clearing and land preparation. The CONTRACTOR shall conduct its operations to prevent injury to adjacent structures, vegetation designated to remain, other facilities and persons.
- B. Traffic:
 - 1. The CONTRACTOR shall conduct its operations and the removal of cleared materials to ensure minimum interference with existing access roads and other adjacent occupied or used facilities.
 - 2. The CONTRACTOR shall not block or otherwise obstruct access roads or other occupied or used facilities without permission from the VILLAGE. Where blockage is allowed, the CONTRACTOR shall provide alternate routes around closed or obstructed traffic ways.
- C. The CONTRACTOR may commence clearing or land preparation within portions of the project falling within the limits of temporary construction easements or utility Right-of-Way only with specific permission from the VILLAGE for each activity and location. All requirements under A and B above apply within these limits.

1.07 CERTIFICATIONS AND TESTING: (Not Applicable)

- 1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 GENERAL CLEARING:

- A. The CONTRACTOR shall remove the majority of the above grade non-native vegetative matter in the areas indicated on the plans. The CONTRACTOR shall complete the work of Clearing and Land Preparation as outlined below.
1. Mowing or the use of a bush-hog may be required in areas of heavy grass, weeds, or woody-stalked vegetation.
 2. Completely remove all designated exotic/hazardous trees within the designated project boundaries.
 3. All woody debris that measures over three-quarters inch in diameter and longer than 18-inches shall be removed.
 4. All stumps shall be ground level to six inches below the surrounding ground level. Stumps on the slopes shall be cut flush with the natural angle of the existing grade and treated immediately with a herbicide approved by the VILLAGE. All seedlings within the project Site shall be treated with the herbicide.
 5. All plant material (whole or chipped) will be removed from the project area and stockpiled at a location authorized by the VILLAGE. Disposal of the stockpile shall be accomplished at a maximum of every fifteen workdays.
 6. Remove any garbage or other waste debris recovered during clearing.
 7. On completion of the clearing, remove all sticks, rubbish and other extraneous material and rake the ground surface in order to leave a smooth and clean appearance.
 8. Clearing and land preparation shall proceed sufficiently ahead of earthwork activities to minimize disruption and allow time for determination of the adequacy of the clearing procedure.
 9. All WORK shall be performed in accordance with approved principles of modern arboricultural methods.
 10. All trees to remain in the project area, as designated by the VILLAGE, shall be protected from damage by tree barricades.
 11. All WORK shall be performed without damage to existing amenities, including trees and shrubs. The CONTRACTOR shall be responsible for repair and replacement of existing amenities to the satisfaction of the VILLAGE. The CONTRACTOR shall protect all vegetation, habitats, or amenities on the project location as indicated on the plans.
- B. The CONTRACTOR shall clear adjacent to cut or fill sections to a minimum distance of ten (10) feet outside of slope lines unless lesser distances are specified. Clearing in areas of native vegetation for levee construction or removal and canal excavation shall be limited to a distance of 10 feet outside of slope lines.

- 3.02 CLEARING WITHIN AREAS OF NATIVE VEGETATION: The CONTRACTOR shall remove exotic trees/plants, hazardous material, trash, and debris and leave the Site clean with a smoothly raked finish grade. Every reasonable effort shall be made to protect native vegetation designated to remain, such as Coco Plum, Salt Bush, Pond Apples, Leather fern, etc. Areas disturbed by work operations, such as, but not limited to,

access points beyond the limits of the right-of way, shall be restored to original or better condition, including, but not limited to, filling, grading, sodding, and seeding/mulching as direct by the VILLAGE.

- 3.03 EROSION CONTROL: The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104 and Florida Department of Environmental Protection (FDEP) regulations and permit conditions.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, equipment, and materials for all excavating, trenching, filling, construction of embankment, backfilling, compacting, grading, and all related items of earthwork necessary to complete the WORK indicated or specified.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals
 - 2. SECTION 01410 – Testing and Quality Control
 - 3. SECTION 01050 – Field Engineering and Surveying
 - 4. SECTION 02110 - Clearing and Land Preparation
 - 5. SECTION 02220 - Excavation and Backfilling
 - 6. SECTION 02230 - Roadway Excavation, Backfill, and Compaction

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Society of Testing Materials (ASTM):
 - a. C33 - Standard Specification for Concrete Aggregates
 - b. D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Standard Effort (12,400 ft-lbf/ ft³ (600 kN-m/m³)).
 - c. D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lbf/ ft³ (2,700 kN-m/m³))
 - d. D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - e. D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
 - f. D4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - g. D4254 – Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - h. D4564 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sleeve Method.
 - i. D4914 – Standard Test Methods for Density and Unit Weight of Soil and Rock in Place by the Sand Replacement Method in a Test Pit.
 - j. D5030 – Standard Test Method for Density of Soil and Rock in Place by the Water Replacement Method in a Test Pit.
 - k. D6938 – Standard Test Method for In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Method Shallow Depth

- l. E329 – Standard Specification for Agencies Engaged in Construction Inspection and/or Testing
2. Florida Department of Transportation (FDOT):
 - a. Standard Specifications for Road and Bridge Construction
3. American Association of State Highway Transportation Officials (AASHTO):
 - a. T 27 – Sieve Analysis of Fine and Course Aggregates
 - b. T 99 - Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
 - c. T 180 – Standard Method for Moisture-Density Relations of Soils using a 10 lb (4.54 kg) Rammer and 18 in (457 mm) Drop
- B. Florida Method (FM) of Test:
 1. FM T-1 011 – Florida Method of Test for Sampling Aggregates
- C. Miscellaneous Project Data:
 1. Subsurface soil data logs are provided for the CONTRACTOR's reference

1.03 DEFINITIONS:

- A. Select Fill:
 1. Select Fill shall be clean, well-graded material free from debris, peat, roots, seeds of nuisance or exotic species, organic material, clods, and stones with a diameter greater than three (3) inches (76 mm) in any direction. Select Fill shall have an average organic content of not more than 2% or have an individual test value of not more than 4%. Select Fill shall be placed where indicated on the Drawings.
 2. Select Fill may be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Select Fill.
 3. Select Fill shall meet one of the following Unified Soil Classification System (ASTM D2487) designations: SW, SM or SP-SM. Materials classified as SP may be used only where the existing excavated and surrounding materials are confirmed by laboratory testing to be SP.
 - a. Structure Backfill: SW, SP, SC (These are coarse-grained soils with greater than 50% by dry weight retained on a No. 200 sieve; SP and SW have less than 5% finer than a No. 200 sieve; SC has 12-50% finer than a No. 200 sieve.)
 4. The following table displays Select Fill maximum lift thickness and maximum particle size.

SELECT FILL		
STRUCTURE TYPE	MAXIMUM PARTICLE SIZE	MAXIMUM LOOSE LIFT THICKNESS
Embankment	3 inches	12 inches

5. Select Fill shall meet the ASTM D2487 gradation limits with the largest particle diameter not exceeding the following:

SELECT FILL LARGEST PARTICLE LIMITS	
SIEVE SIZE	PERCENT PASSING (%)

3 inches [90 mm]	100
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B. Random Fill:

1. Random Fill shall be clean, well-graded material, meeting one of the following Unified Soil Classification System (ASTM D2487) designations: SW, SP, SM, SC, SW-SM, SW-SC, SP-SM, and SP-SC, that is thoroughly mixed and free from debris, clods, seeds of nuisance or exotic species, and stones with a diameter in any direction greater than those specified in the below table. Random Fill shall have an organic content of less than 5% by weight. Tighter restrictions on stone size are considered in the top layer of fill, as per subsection 3.05 Final Dressing of Slopes, if the area is to be seeded, sodded, or landscaped. Random Fill shall be placed where indicated on the Drawings.
2. Random Fill may be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Random Fill.
3. Random Fill shall meet the ASTM D2487 requirements with the largest particle diameter not exceed the following:

RANDOM FILL		
MAXIMUM PARTICLE SIZE	SURFACE DEPTH	MAXIMUM COMPACTED LIFT THICKNESS
3 inches	< 12 inches	12 inches

- C. Unified Soil Classification System (USCS): USCS is a two-letter classification system used to describe the texture and grain size of a soil. In the USCS system, letters are representative as follows: G stands for gravel, S stands for sand, M stands for silt, C stands for clay, O stands for organic, P stands for poorly graded, W stands for well graded, H stands for high plasticity, and L stands for low plasticity.
- D. Excavation: Excavation shall be the removal of all materials within the defined configuration to the limits of excavation shown on the Drawings, excluding stripping material.
- E. Unsuitable Fill: Soil that does not meet the requirements for fill (or backfill) addressed thus far in this SECTION shall be considered Unsuitable Fill soil.

1.04 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. The CONTRACTOR shall submit laboratory test results on the materials proposed to be used (whether native or imported) as Select Fill, Random Fill and Silica Filter Sand, Type 1 Graded Gravel and Type 2 Graded Gravel. At a minimum the laboratory testing shall include sieve analysis, organic content, USCS classification and modified proctor per ASTM D1557, as applicable. Prior to construction, the CONTRACTOR shall provide the source of each material proposed to be used.
- C. The CONTRACTOR shall submit two (2) copies of field measured cross-sections at each design cross-section for record purposes for canal excavations and levee embankments as described in this SECTION. The submittal of the field measured cross-sections shall be signed and sealed by a Professional Surveyor and Mapper licensed in the State of Florida.

1.05 QUALIFICATIONS:

- A. Geotechnical Testing Agency Qualifications: The CONTRACTOR shall furnish at his own expense an independent testing agency qualified according to ASTM E329 to perform all testing required to establish and maintain his Quality Control. This Quality Control involves conducting soil materials and rock-definition testing during earthwork operations, as documented according to ASTM D 3740.
- B. Earthwork Contractor Qualifications: The CONTRACTOR shall use an adequate number of skilled laborers and installers who are thoroughly trained and have a minimum of five (5) years of successful experience in the necessary crafts and are completely familiar with the methods needed for the proper performance of the WORK of this SECTION. The CONTRACTOR shall employ the adequate resources and equipment necessary to successfully perform the WORK of this SECTION on schedule.

1.06 RESPONSIBILITIES:

- A. The CONTRACTOR shall excavate any material encountered to the depth and grades required, shall backfill such excavations as required, and shall dispose of excess or unsuitable materials from excavation as approved by the VILLAGE. The CONTRACTOR shall provide and place necessary borrow material to properly backfill excavations as indicated on the Drawings, specified herein, or as directed by the VILLAGE.
- B. Excavation, dewatering, sheeting, and bracing required shall be carried out so as to prevent any possibility of undermining or disturbing the foundations of any existing structure or WORK, and so that all WORK may be accomplished and inspected in the dry, except as directed by the VILLAGE. Aqueous construction may be performed only with prior written approval of the VILLAGE. Excavation and backfilling shall be in accordance with SECTION 02220.
- C. The CONTRACTOR shall furnish, at his expense, the services of a Professional Surveyor and Mapper licensed in the State of Florida for the field layout of all WORK indicated or specified in this SECTION. The CONTRACTOR's licensed surveyor shall perform all initial Site layout and shall provide follow-up verification of all WORK underway as necessary.

1.07 CERTIFICATIONS AND TESTING:

- A. The responsibility to retain the services of an independent testing laboratory shall be as defined in SECTION 01410.
- B. The CONTRACTOR shall furnish, at his own expense, all testing required to establish and maintain his Quality Control (QC) processes required or specified in this SECTION. Field density tests shall be in accordance with all applicable ASTM Standards appropriate to each type of material used in the earthwork. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at his own expense, those areas directed by the VILLAGE.

1.08 INSPECTION COORDINATION:

- A. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide at least 48 hours advanced notice of its his intention to begin new WORK activities.

1.09 WARRANTY:

- A. The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED:

- A. The CONTRACTOR shall consider all materials encountered in excavations as suitable for use in Random Fill, provided that they consist of two (2) or more well-graded soils and achieve the required compaction as specified in this SECTION.
- B. The CONTRACTOR shall consider all materials encountered, regardless of type, character, composition and condition thereof unclassified other than as indicated in Article 1.03 Definitions. The CONTRACTOR shall estimate the quantity of various materials included prior to submitting the Bid Form. Rock encountered shall be handled by the CONTRACTOR at no additional cost to the VILLAGE.

PART 3 - EXECUTION:

3.01 SITE PREPARATION:

- A. Clearing: The CONTRACTOR shall perform clearing as specified in SECTIONS 02110.
- B. Stripping: The CONTRACTOR shall remove topsoil from areas within limits of excavation and areas designated to receive compaction as shown on the Drawings, required and as provided below:
 - 1. Scrape area clean of all brush, grass, weeds, roots, and other material.
 - 2. Strip to a minimum depth of approximately six (6) inches or to a sufficient depth to remove excessive roots in heavy vegetation or brush areas and as required segregating topsoil. All roots and branches 1/2 inch in diameter or greater shall be removed.
 - 3. Stockpile topsoil in areas where it will not interfere with construction operations or existing facilities. Stockpiled topsoil shall be reasonably free of subsoil, debris and stones larger than two inches in diameter.

3.02 DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL: The CONTRACTOR shall dispose of all excess or unsuitable material off-site or in areas otherwise approved by the VILLAGE.

3.03 STOCKPILE OF EXCAVATED MATERIAL: The CONTRACTOR shall stockpile excavated materials in areas shown on the Drawings or in areas otherwise approved by the VILLAGE.

3.04 EXCAVATION AND TRENCHING:

- A. Trenching for Pipes: The CONTRACTOR shall perform trenching for pipes as shown on the Drawings, required, and specified in accordance with SECTION 02221.
- B. Excavation for Structures: The CONTRACTOR shall perform excavation for structures as shown, required and specified below:
 - 1. Excavate area adequate to permit efficient erection and removal of forms.
 - 2. Trim to neat lines where details call for concrete to be deposited against earth.
 - 3. Excavate by hand in areas where confined space and access restricts the use of machines.
 - 4. Notify the VILLAGE immediately when excavation has reached the depth indicated on plans.
 - 5. Restore bottom of excavation to proper elevation with concrete in areas that are over excavated.
 - 6. Conform to the requirements of SECTION 02221.
- C. Demucking: The CONTRACTOR shall remove all organic soils from areas below structures, piping, and road subgrades to the lines and grades as shown in the Drawings. Materials excavated shall not be used for backfill of structures or pipes.

3.05 EMBANKMENT:

- A. Embankment: The CONTRACTOR shall construct embankments in accordance with the requirements of Section 120 of the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.

3.06 BACKFILLING:

- A. Structure Backfill: The CONTRACTOR shall place structural backfill in accordance with the lines, grades, and cross-sections shown in the Drawings or as ordered by the VILLAGE. The CONTRACTOR shall backfill using Select Fill. Stones or rocks greater than two (2) inches (51 mm) in any dimension shall not be placed within twelve (12) inches of the structure. Lifts shall not exceed eight (8) inches. The following procedures shall be adhered to:
 - 1. Structure backfill shall be compacted to not less than 95% maximum dry density as measured by ASTM D1557.
 - 2. Backfill shall not be placed against fresh concrete without the approval of the VILLAGE. Once approved, backfill only after concrete has attained at least 70% design strength. Backfill adjacent to structures only after a sufficient portion of the structure has been built to resist the imposed load.
 - 3. Remove all debris from excavation prior to placement of material.
 - 4. Place backfill in level layers of thickness within the compacting ability of equipment used.
 - 5. Perform backfilling simultaneously on all sides of structures. For walls, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

3.07 GRADING: The CONTRACTOR shall perform grading as shown on the Drawings, required, and provided for below:

- A. Grade and compact all areas within the project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
- B. Degree of finish shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified.
- C. Finished rough grades shall generally be not more than one quarter foot above or below those indicated with due allowances for topsoil.
- D. Finish all ditches, swales, and gutters to drain readily.
- E. Provide roundings at top and bottom of banks and at other breaks in grade.

3.08 RESTORATION:

- A. The CONTRACTOR shall restore all areas disturbed by construction activities to equal or better condition and to the satisfaction of the VILLAGE. Seed and mulch all other disturbed areas.

3.09 MAINTENANCE:

- A. The CONTRACTOR shall protect newly graded areas from actions of the elements.
- B. The CONTRACTOR shall fill, repair, and re-establish grades to the required elevations and slopes for any area that shows settling or erosion occurring prior to seeding.
- C. The CONTRACTOR shall maintain sodded areas in accordance with SECTIONS.

END OF SECTION

SECTION 02220 EXCAVATION AND BACKFILLING

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment to perform the excavation and backfilling as shown on the Drawings.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals
 - 2. SECTION 02110 - Clearing and Land Preparation
 - 3. SECTION 02200 - Earthwork

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Society of Testing Materials (ASTM):
 - a. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/cu. ft. (600 kN-m/m³))
 - b. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56000 ft-lbf/cu. ft. (2700 kN-m/m³))
 - c. D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
 - d. D4254 - Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
 - 2. Florida Department of Transportation (FDOT):
 - a. Standard Specifications for Road and Bridge Construction, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. The CONTRACTOR shall submit, prior to the start of work, the planned method of construction of the embankments shown on the Drawings, or as specified herein, for the VILLAGE's review. This plan shall also indicate the intended construction sequence for backfilling operation.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING: Field density tests in accordance with ASTM Standards, for each type of material used in backfilling may be required. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at its own expense, those areas directed by the VILLAGE.

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide the VILLAGE at least 48 hours advance notice of its intention to begin new WORK activities.

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

- 2.01 STRUCTURAL BACKFILL: The CONTRACTOR shall provide satisfactory structural backfill material which shall consist of material free of muck, stumps, rocks, or other material considered unacceptable by the VILLAGE. The general requirements for fill shall be in accordance with SECTION 02200 and FDOT 120-7.1 and 7.2.
- 2.02 EMBANKMENT FILL: The CONTRACTOR shall provide embankment fill free of muck, stumps, roots, brush, vegetation or other material considered undesirable by the VILLAGE. The general requirements of embankment fill shall be in accordance with SECTION 02200 and FDOT 120-7.1 and 7.2.

PART 3 - EXECUTION

3.01 SITE PREPARATION:

- A. Clearing and Grubbing: The CONTRACTOR shall perform clearing and grubbing in accordance with SECTION 02110 and with the following provisions:
1. Perform only in areas where earthwork or other construction operations are to be performed or otherwise shown on Drawings.
 2. Protect tops, trunks, and roots of existing trees that are to remain on the Site.
 3. Clear areas and dispose of other trees, brush and vegetation before starting construction.
 4. Remove tree stumps and roots larger than 3 inches in diameter and backfill resulting excavations with approved material.
- B. Stripping: The CONTRACTOR shall remove topsoil from areas within limits of excavation and areas designated to receive compaction as shown on the Drawings, required and as provided below:
1. Scrape area clean of all brush, grass, weeds, roots, and other material.
 2. Strip to depth of approximately 6 inches or to a sufficient depth to remove excessive roots in heavy vegetation or brush areas and as required segregating topsoil.
 3. Stockpile topsoil in areas where it will not interfere with construction operations or existing facilities. Stockpiled topsoil shall be reasonably free of subsoil, debris and stones larger than 2 inches in diameter.

- 3.02 DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL: The CONTRACTOR shall dispose of all excess or unsuitable material off-site or in areas otherwise approved by the VILLAGE.
- 3.03 STOCKPILE OF EXCAVATED MATERIAL: The CONTRACTOR shall stockpile excavated materials in areas shown on the Drawings or in areas otherwise approved by the VILLAGE.
- 3.04 PLACEMENT OF STRUCTURAL FILL: The CONTRACTOR shall place structural backfill true to the lines, grades and, cross sections shown in the Drawings or as ordered by the VILLAGE. Structural backfill shall be deposited by the CONTRACTOR in horizontal layers not exceeding 8 inches in depth measured loose, and shall be compacted to a density of not less than 95 percent of the maximum density at optimum soil moisture content +/- 2 percent as determined by ASTM D1557 Standards. Backfill shall not be placed against fresh concrete without the approval of the VILLAGE.
- 3.05 PLACEMENT OF EMBANKMENT FILL: The CONTRACTOR shall construct embankments true to the lines, grades, and cross sections shown on the Drawings or as directed by the VILLAGE. Fill for embankments shall be placed by the CONTRACTOR in successive layers of not more than 12 inches in thickness, measured loose, for the full width of the embankment. Each layer of the material used in the formation of the embankments shall be compacted by the CONTRACTOR to a density of at least 95 percent of the maximum density as determined by ASTM D1557 Standards. Unreasonable roughness of the surface shall be dressed out. Rocks and boulders shall not project above the finished surfaces. All areas disturbed shall be graded by the CONTRACTOR so that water drains freely at all points after construction.
- 3.06 COMPACTION EQUIPMENT: When placing fill adjacent to foundations or retaining walls, heavy equipment for spreading and compacting fill shall not be operated closer than a distance equal to the height of

backfill above the top of the footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the materials being compacted. Backfill shall be placed carefully around pipes or tanks to avoid damage to coatings, wrappings, or tanks. Backfill shall not be placed against foundation walls prior to 7 days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

3.07 GRADING: The CONTRACTOR shall perform grading as shown on the Drawings, required, and provided for below:

- A. Grade and compact all areas within the Project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
- B. Degree of finish shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified.
- C. Finished rough grades shall generally be not more than 1 quarter foot above or below those indicated with due allowances for topsoil.
- D. Finish all ditches, swales, and gutters to drain readily.
- E. Provide roundings at top and bottom of banks and at other breaks in grade.

3.08 CLEANUP: The CONTRACTOR shall cleanup the Site as required and provided for below, to the satisfaction of the VILLAGE:

- A. Clear surfaces of all stones, roots, grading stakes, and other objectionable materials.
- B. Keep paved areas clean and promptly remove rock or dirt dropped upon surfaces.

3.09 PROTECTION AND MAINTENANCE: The CONTRACTOR shall maintain the embankments until final acceptance of all work. The maintenance shall include repairs of any erosion, slides, or other damages.

END OF SECTION

SECTION 02232 LIMEROCK BASE

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide all labor, equipment and materials to rework the existing rock base and shall include the adding of new limerock material as required by the plans or as specified herein.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. Florida Department of Transportation (FDOT):
 - a. Standard Specifications for Road and Bridge Construction, Latest Edition
- B. American Society of Testing Materials, (ASTM):
 - a. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lb/ft³ (2,700 kN-m/m³))
 - b. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING: (Not Applicable)

1.08 TESTS: If the VILLAGE deems necessary, field density tests in accordance with ASTM D6938, Test for Density of Soil and Soil-Aggregate in Place by the Nuclear Method will be performed. The areas to be tested shall be determined by the VILLAGE. Laboratory compaction tests in accordance with ASTM D1557 Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lbf/cu. ft.) will also be performed. The CONTRACTOR shall make the Site available for testing and cooperate fully to allow tests to be taken. Failure to meet the specified density will require the CONTRACTOR to recompact and retest those areas directed by the VILLAGE.

1.09 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

1.10 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

- 2.01 LIMEROCK BASE: The CONTRACTOR shall provide new limerock conforming to FDOT Standard Specifications for Road and Bridge Construction. Acceptance of the material will be in accordance with FDOT Standard Specifications for Road and Bridge Construction.

PART 3 - EXECUTION

- 3.01 BASE PREPARATION: The CONTRACTOR shall prepare the existing base by scarifying and disking to a depth of not less than 6 inches for the full width of the proposed base. The base shall be loosened to such an extent that no pieces larger than 3-1/2 inches in the greatest dimension remain bonded together. All unsuitable base materials such as organic matter, muck, roots, brush, or other material that will not compact into a suitable and enduring roadbed shall be removed and disposed off-site.
- 3.02 REMOVAL OF ASPHALTIC SURFACES: The CONTRACTOR shall remove all asphaltic concrete surfaces prior to scarifying of the existing rock base. All such materials shall be disposed of off-site in areas provided by the CONTRACTOR, unless other disposal is shown on the plans.
- 3.03 SPREADING AND SHAPING: The CONTRACTOR shall spread existing base materials to the full width of the proposed new base course and to a grade and cross section roughly parallel to the finished grade. Limerock shall be added as necessary to bring the proposed base to the grades required on the Drawings.
- 3.04 COMPACTING AND FINISHING BASE: The CONTRACTOR shall compact by rolling with either the grid-type roller or the sheepfoot roller, properly weighted, after the spreading and mixing operations are complete. The material being compacted shall be maintained within plus or minus 2 percent of its optimum moisture content during compaction. Final rolling shall be accomplished with traffic rollers. The base shall be compacted to not less than 95 percent of the maximum density as determined by ASTM D1557, and in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 204-6.
- 3.05 PRIMING AND MAINTAINING: The CONTRACTOR shall apply prime coat only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. The CONTRACTOR shall be responsible for assuring that the true crown and template are maintained, with no rutting or other distortion, and that the base meets all the requirements at the time the surface course is applied.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide all labor, equipment and materials necessary for the prevention of environmental damage as the result of construction operations under this Contract and for those measures set forth in other requirements of the Technical Specifications.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. Environmental Protection Agency (EPA):
 - a. Clean Air Act (CAA)
 - b. Clean Water Act (CWA)
 - c. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
 - d. Executive Orders and EPA requirements, as appropriate; and all general and specific Federal Permit Conditions as applicable.
 - e. Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)
 - f. National Environmental Laboratory Accreditation Conference (NELAC)
 - g. National Environmental Policy Act (NEPA)
 - h. National Pollution Discharge Elimination System (NPDES)
 - i. Resource Conservation and Recovery Act (RCRA)
 - j. Safe Drinking Water Act
 - k. Toxic Substance Control Act (TSCA)
 - 2. Code of Federal Regulations (CFR):
 - a. 40 CFR - Parts 109, 261.10, 260-268, 273, 279
 - 3. Florida Department of Environmental Protection (FDEP):
 - a. Florida Administrative Code (FAC)
 - i. 62-770, 62-780
 - b. Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual
 - 4. Florida Department of Transportation (FDOT):
 - a. Standard Specification for Road and Bridge Construction - Sections 104-1, 2, 3, 4, 6 and 7
 - 5. Florida Statutes
 - a. Chapter 403
 - 6. National Oceanic and Atmospheric Administration (NOAA):
 - a. Coastal Zone Management Act (CZMA)
 - 7. National Park Service (NPS):
 - a. Native American Graves Protection and Repatriation Act (NAGPRA)
 - b. National Historic Preservation Act (NHPA)
 - 8. U.S. Army Corps of Engineer (USACE)
 - 9. U.S. Fish & Wildlife Service (FWS):
 - a. Endangered Species Act (ESA)
 - b. Fish and Wildlife Coordination Act (FWCA)

c. Migratory Bird Treaty Act (MBTA)

B. State and local codes, permits, regulations and ordinances as applicable.

1.03 **DEFINITIONS:** For the purpose of this SECTION, environmental damage is defined as the presence of hazardous, physical, or biological elements or agents which alter the physical, chemical or biological integrity of the environment in such a way that it represents an unacceptable risk to public health, safety or welfare; unfavorably alter ecological balances; affect other species, biological communities, or ecosystems; or degrade the quality of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.04 **SUBMITTALS:** Within 20 calendar days after the Notice to Proceed (NTP), the CONTRACTOR shall submit an Environmental Protection Plan (Plan) for review and acceptance by the VILLAGE in accordance with SECTION 01300. Approval of the Plan shall not relieve the CONTRACTOR of its responsibility for adequate and continuing control of pollutants and appropriate environmental protection measures. Approval of the Plan is conditional and predicated on satisfactory performance during construction. The VILLAGE reserves the right to require the CONTRACTOR to modify the Plan if it is determined that environmental protection requirements are not being met. No physical WORK at the Site shall begin prior to acceptance of the Plan. The Plan shall include, but not be limited to the following:

- A. Submittals shall be in accordance with SECTION 01300.
- B. A list of the Federal, State and Local laws, regulation and permits concerning environmental protection, pollution control and abatement that are applicable to the CONTRACTOR's proposed operations and the requirements imposed.
- C. Methods for protection of features to be preserved within the authorized WORK areas: The CONTRACTOR shall prepare a listing of methods to protect resources needing protection (trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil and historical, archeological and cultural resources).
- D. Procedures to be implemented are to provide all necessary environmental protection and to comply with applicable laws and regulations: The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct any environment damage due to accident, natural causes or failure to follow the procedures set out in accordance with the Plan.
- E. Environmental monitoring plans, if applicable.
- F. Traffic control plan, if applicable.
- G. Drawings showing locations of proposed temporary activities, such as material storage areas or stockpiles of excess spoil or materials.
- H. Erosion and sediment control methods, for protecting surface waters, wetlands, and groundwater during construction. All stormwater and erosion control methods shall be in accordance with the FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual. The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104-1, 2, 3, 4, 6 and 7 and all applicable FDEP regulations and permit conditions.
- I. Spill Prevention Methods: The CONTRACTOR shall identify any hazardous or potentially hazardous substances to be used on the Site and indicate intended actions to prevent accidental or intentional introduction of these materials into the air, ground, water, wetlands or drainage areas. The Plan shall specify the actions that will be taken to meet the federal, state and local laws regarding labeling, storage, removal, transport and disposal of all hazardous or potentially hazardous substances.
- J. Spill Contingency Plan for hazardous, toxic or petroleum material.
- K. A WORK area plan, showing proposed activities and identifying areas of limited use or non-use, and including measures that will be taken for field identification of these areas.
- L. Identification of the person who shall be responsible for implementation of the Plan. This person shall have authority to respond for the CONTRACTOR in all environmental protection matters.

- M. A recycling and waste management plan. The CONTRACTOR shall include waste minimization efforts in the Plan.

1.05 QUALIFICATIONS:

- A. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide at least 48 hours advance notice of its intention to begin new WORK activities.

1.06 RESPONSIBILITIES:

- A. Quality Control: The CONTRACTOR shall establish and maintain quality control for the environmental protection of all items set forth herein. The CONTRACTOR shall record on daily quality control reports or attachments thereto, any problems in complying with applicable laws, regulations and ordinances, and corrective action(s) taken.
- B. Permits and Authorizations: The CONTRACTOR shall apply for and obtain all necessary permits or licenses unless the VILLAGE has already acquired them. The CONTRACTOR shall be responsible for implementing and complying with all terms, conditions and requirements of all permits issued for construction of the Project. The CONTRACTOR shall also provide all necessary signage describing all Threatened and/or Endangered species which are identified in applicable environmental permits.

1.07 CERTIFICATIONS AND TESTINGS: All physical, chemical, and biological measurements and analyses that are necessary to comply with the monitoring requirements in all applicable permits or in this Contract must be performed according to approved methods and procedures by a commercial laboratory that is certified to perform the required analyses according to the approved methods and procedures by the National Environmental Laboratory Accreditation Conference (NELAC).

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide to the VILLAGE at least 48 hours advance notice of its intention to begin new WORK activities.

1.09 NOTIFICATION:

- A. In the event that the VILLAGE notifies the CONTRACTOR of any non-compliance with federal, state or local laws, permits or other elements of the CONTRACTOR's Environmental Protection Plan, the CONTRACTOR shall without delay inform the VILLAGE of the proposed correction action and take such action as approved.
- B. The CONTRACTOR shall notify the VILLAGE immediately of any warnings or notices of noncompliance, fines, citations or tickets issued directly to the CONTRACTOR by any federal, state, or local environmental protection, waste management, code enforcement, or fire, police, or public health agency.
- C. If the CONTRACTOR fails to comply, the VILLAGE may order all WORK to cease until corrective action has been taken. No time extensions shall be granted or damages allowed for the suspension of WORK under this circumstance.
- D. A Notice of Termination (NOT) shall be sent to the applicable federal, state, and local permit-issuing authorities with a copy to the VILLAGE within 14 days of final stabilization

1.10 SUMMARY: The CONTRACTOR shall submit a written report within 30 days of completion of the Project. This report shall delineate the absence, or occurrence, of reported or unreported environmental incidents during the course of the Project.

1.11 TRAINING:

- A. The CONTRACTOR shall train its personnel in relevant phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, and careful installation and monitoring of the Project to ensure continuous environmental pollution control.

PART 2 - EXECUTION (PROTECTION OF ENVIRONMENTAL RESOURCES)

2.01 GENERAL: During the entire period of the Contract, the CONTRACTOR shall protect environmental resources within the Project boundaries and those affected outside the limits of construction. The CONTRACTOR shall confine its activities to the areas defined by the Drawings and specifications. Any deviations from the Drawings

including, but not limited to borrow areas, disposal areas, staging areas, and alternate access routes will require additional review by the VILLAGE to ensure compliance with applicable environmental rules and regulations prior to implementation/or commencement of those deviations.

- 2.02 PROTECTION OF LAND RESOURCES: Prior to the beginning of any construction the CONTRACTOR shall delineate, install protection and be responsible for preservation of all land resources that are to be preserved or avoided within the WORK area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy any land resources (trees, shrubs, vines, grasses, topsoil, or land forms) unless indicated in the Drawings or specifically authorized by the VILLAGE. All damaged areas shall be restored to original or better condition, to the satisfaction to the VILLAGE.
- 2.03 DISTURBED AREAS: The CONTRACTOR shall effectively prevent erosion and control sedimentation through approved materials and methods as identified in the Environmental Protection Plan. Disturbed areas will include areas of ingress and egress, construction materials storage, staging, washdown areas, and toxic, hazardous, and solid materials/waste storage areas. Disturbed areas shall be temporarily stabilized within 7 days of cessation of phased construction activity and permanently stabilized within 14 days of cessation of all phases of construction activity. Temporary Best Management Practices (BMPs) shall remain in place and in effect until the final Site inspection is complete and Site is certified as stabilized.
- 2.04 PROTECTION OF WATER RESOURCES:
- A. The CONTRACTOR shall conduct all activities in a manner to avoid pollution of surface water, ground water and wetlands. The CONTRACTOR's construction methods shall protect wetland and surface water areas from damage due to mechanical grading, erosion, sedimentation and turbid discharges. No storage or stockpiling of equipment shall be allowed within any wetland area unless specifically authorized under a permit for the Project.
 - B. Water directly derived from construction activities shall not be allowed to directly discharge to water areas, but shall be collected in retention areas to allow settling of suspended materials. The CONTRACTOR shall monitor water quality of dewatering discharge into water bodies or leaving the Site in accordance with applicable environmental permits. All monitoring of any water areas that are affected by construction activities shall be the responsibility of the CONTRACTOR.
- 2.05 OIL, FUEL AND HAZARDOUS SUBSTANCE SPILL PREVENTION:
- A. The CONTRACTOR shall prepare a spill contingency plan in accordance with 40CFR, Part 109. The CONTRACTOR shall prevent oil, fuel or other hazardous substances from entering the air, ground, drainage, and local bodies of water or wetlands. In the event that a spill occurs, despite design and procedural controls, the CONTRACTOR shall take immediate action to contain and clean up the spill and report the spill immediately to the VILLAGE and to other appropriate federal, state, and local agency contacts. Reportable quantities (greater than 25 gallons) of petroleum-based fluids must be reported within 1 hour to the National Response Center (800-424-8802) and State Warning Point (800-320-0519) if it reaches the waters of the state or, if not, within 24 hrs to State Warning Point. Toxic and hazardous substance spills directly into waters of the state, in any quantity, must be reported immediately to the VILLAGE and those federal and state points of contact listed above.
 - B. The CONTRACTOR shall submit a written report to the VILLAGE and to the State of Florida Bureau of Emergency Response providing certification of commitment of manpower, equipment and materials necessary to prevent the spread and effect expeditious cleanup and disposal. This report shall be submitted within 48 hours of the spill event.
- 2.06 MATERIALS AND WASTE MANAGEMENT:
- A. For sanitary waste management, the CONTRACTOR shall ensure that portable restrooms will be anchored on level ground with at least a 15-foot set-back from water bodies or banks or slopes thereto. For solid waste management, dumpster(s) will either be outfitted with a water-tight cover or be covered with a tarpaulin when not in use to minimize infiltration and leaching of rain with at least a 15-foot set-back from water bodies, conveyances thereto, or banks or slopes thereto. Hazardous materials storage areas and liquid refuse and hazardous waste collection and storage areas shall be denoted on the Plan.

- B. The CONTRACTOR shall ensure toxic substances and hazardous materials are stored in a locked, blast-resistant shed anchored to a bermed concrete or asphalt pad on level ground with at least a 15-foot setback from any water bodies, conveyances thereto, or banks or slopes thereto.
- C. For solid and/or hazardous waste disposal involving lead-based paint, the CONTRACTOR shall ensure containers with Toxicity Characteristic Leaching Procedure – Tetraphenylborate (TCLP TPb) concentrations in excess of the Resource Conservation and Recovery Act (RCRA) action level will be transported by a licensed hazardous waste hauler to a licensed hazardous waste disposal facility within the time limit appropriate to the generation rate and accumulated volume of hazardous waste material. Containers with TCLP TPb concentrations less than the RCRA action level shall be transported by a licensed solid waste hauler to a licensed Class I solid waste disposal facility. In either case, the CONTRACTOR shall obtain and transmit signed and dated copies of the transport and disposal manifests to the VILLAGE's for records retention.
- D. The CONTRACTOR is prohibited from the on-site burning of hazardous wastes (aerosol cans, oil filters, etc.). All hazardous wastes shall be disposed of as required by law. Copies of relevant Material Safety Data Sheets (MSDSs) shall be appended to the Environmental Protection Plan, Safety Plan, Spill Prevention Plan, and Stormwater Pollution Prevention Plan (SWPPP).
- E. The CONTRACTOR is responsible for the materials and processes where wastes may be generated under the contracted activities. The CONTRACTOR is responsible for providing the materials in order to implement the Contract and is responsible for operating and maintaining any processes from which waste material may be generated.
- F. The CONTRACTOR is deemed to be the "generator" as defined in 40 CFR 261.10 for any hazardous wastes or spill residue that is generated during the activities encompassed in this Contract. It is recognized that it is the CONTRACTOR's or a subcontractor of the CONTRACTOR whose act first causes a hazardous waste to become subject to regulation. The CONTRACTOR is a different legal entity from the owner/operator of the physical location/property where the contracted activities will be conducted. CONTRACTOR is a "person" within the meaning of Section 403.031(5), Florida Statutes.
- G. The CONTRACTOR is responsible for compliance with applicable standards of 40 CFR 260-268 and 40 CFR 273 and 279 and state regulations which adopt or reference these federal standards.
- H. The CONTRACTOR is responsible for the generation and retention of records associated with waste management practices and disposition. All records shall be maintained for a minimum of 3 years from the date of generation. All records will be made available to the VILLAGE or regulatory agencies upon request.
- I. In the event of any chemical discharges associated with CONTRACTOR's or subcontractor's activities, CONTRACTOR shall be responsible for reporting, assessment and remediation of such discharges in accordance with applicable federal, state or local regulations and/or guidelines including, but not limited to, 40 CFR 264/265, Chapter 62-770, Florida Administrative Code (F.A.C.) and Chapter 62-780, F.A.C.

3.07 FISH AND WILDLIFE RESOURCE PROTECTION: The CONTRACTOR shall control and minimize interference with, disturbance to, and damage of fish and wildlife resources.

- A. If adverse impacts occur to fish and wildlife species of concern, including but not limited to Threatened and/or Endangered Species and Protected Migratory Bird Species, the CONTRACTOR shall immediately notify the VILLAGE and provide details of adverse impacts for determination of further action that may be required. Adverse impact is defined as any harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, collecting, or attempting to engage in any such activity. Threatened and/or Endangered Species that require specific protection measures as identified in the environmental permits shall be listed in the Environmental Protection Plan.
- B. In the event that the VILLAGE determines that an adverse impact to species of concern, including but not limited to Threatened and/or Endangered Species and Protected Migratory Bird Species occur as a result of the construction activities, the VILLAGE shall notify the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service for determination of further action and possibly to determine if seasonal or daily timing restrictions on construction activities is needed.
- C. The CONTRACTOR and all personnel shall be familiar with the Plan shall be able to identify the threatened and endangered species listed in the Plan. Any activity observed by the CONTRACTOR that may result in

adverse impact to threatened or endangered species shall be reported immediately to the VILLAGE, who shall have sole authority for any WORK stoppages, creation of a buffer area, or restart of construction activities.

- D. Any Threatened and/or Endangered Species and species of concern observed at the Site will be recorded and logged. The logs shall be provided to the VILLAGE on a bi-weekly basis. See attached Wildlife Log, Appendix A. If nesting activity is detected within and/or adjacent to the Site, the CONTRACTOR shall immediately contact the VILLAGE for determination of further action and possibly to determine if seasonal or daily timing restrictions on construction activities is needed.

3.08 ENVIRONMENTAL PROTECTION RETENTION RECORD RETENTION: The CONTRACTOR shall retain a copy of all required permits, the Plan, the SWPPP, the Spill Prevention Plan, and all associated reports, records and documentation required by these permits or the Contract at the construction Site or an appropriate alternative location as specified in the Notice of Intent (NOI) from NTP through Notice of Termination (NOT). Such documentation includes but is not limited to soil disturbance and stabilization logs, inspection and corrective action logs, turbidity monitoring logs, wildlife observation logs and reports, TCLP and Synthetic Precipitation Leaching Procedure (SPLP) assay results, sanitary, solid, and hazardous waste transport and disposal manifests, spill reports, material safety data sheets, and any warnings, citations or notices of noncompliance, or fees, levees, fines or penalties. A copy of all such records shall be submitted to the VILLAGE at the time of Contract close-out.

2.09 PROTECTION OF AIR RESOURCES: The CONTRACTOR shall minimize pollution of air resources. All activities, equipment, processes and WORK operated or performed in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (F.S. Chapter 403 – Environmental Control and F.A.C. Section 200 – Recirculation Chiller) and all Federal emission and performance laws and standards as applicable. This includes, but is not limited to, control of particulates, dust generated by or incidental to construction activities, burning and odors.

2.10 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES: If applicable, known historic, archeological and cultural resources within the CONTRACTOR's WORK area(s) will be designated as a "Sensitive Environmental Area" on the Drawings or other documents. If so designated, the CONTRACTOR shall install protection for these resources and shall be responsible for their preservation during the Contract's duration. The CONTRACTOR shall not distribute maps or other information on these resource locations except for distribution among the CONTRACTOR's staff with a "need to know" technical responsibility for protecting the resources.

- A. Inadvertent Discoveries: If, during construction or other activities, the CONTRACTOR observes items that may have historic or archeological value, such observations shall be reported immediately to the VILLAGE so that the appropriate staff may be notified and a determination made for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources.
- B. Claims for Downtime due to Inadvertent Discoveries: Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the CONTRACTOR shall seek to continue WORK well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Contract. Should an Inadvertent Discovery be of the nature that substantial impact(s) to the WORK schedule are evident; such delays shall be coordinated with the VILLAGE.

END OF SECTION

Appendix A Wildlife Log

For Threatened and/or Endangered Species and Species of Concern Listed in Permit

Wood Storks Sightings, since they are so abundant, will be logged on a bi-weekly basis in coordination with Bi-weekly Construction Progress Meetings and will be reported quarterly along with other sightings.

" Eastern Indigo Snake " Caracara	" Bald Eagle " Gopher Tortoise	" Wood Stork " Other _____	" Florida Panther
Project Name			
Date of Sighting			
Time of Sighting			
Temperature			
Wind (mph)			
Weather Conditions (ex: note sky cover, raining, humid, cloudy, sunny, cool, hot, etc)			
Construction Activity Occurring			
Equipment being Used			
Condition of Animal (ex: injured, unharmed, etc)			
Behavior of Animal (ex: disoriented, aggressive, etc)			
Actions taken after sighting			
Size of Animal			
GPS Coordinates/Specific Location			
Pictures Taken (Attach pictures)			
Date this form was completed			
Observers Company/Agency			
Observers Name	Print Name:		
	Signature:		
Observers Contact Info	Office:		
	Cell:		
	Email:		

EXAMPLE FORM **Wildlife Log**

For Threatened and/or Endangered Species and Species of Concern Listed in Permit

Wood Storks Sightings, since they are so abundant, will be logged on a bi-weekly basis in coordination with Bi-weekly Construction Progress Meetings and will be reported quarterly along with other sightings.

☒ Eastern Indigo Snake ☐ Caracara	☐ Bald Eagle ☐ Gopher Tortoise	☐ Wood Stork ☐ Other	☐ Florida Panther
Project Name		C-44 Reservoir	
Date of Sighting		Tuesday, January 29, 2008	
Time of Sighting		0900	
Temperature		75°	
Wind (mph)		5-10 mph	
Weather Conditions (ex: note sky cover, raining, windy, humid, cloudy, sunny, cool, hot, etc)		Partial cloud/Sunny	
Construction Activity Occurring		Demobilization of Construction Trailers, nothing near the area snakes were sighted	
Equipment being Used		n/a	
Condition of Animal (ex: injured, unharmed, etc)		Good	
Behavior of Animal (ex: disoriented, aggressive, etc)		under a door in an abandoned citrus office	
Actions taken after sighting		Determined sex, took photos, estimated size	
Size of Animal		Approx 6'	
GPS Coordinates/Specific Location		N 27 05 33.59 W 80 26 59.90 NE Corner of Project along Eastern Levee	
Pictures Taken (Attach pictures)		Yes, attached	
Date this form was completed		Tuesday, February 5, 2008	
Observers Company/Agency		Land Clearing Inc.	
Observers Name		Print Name:	
		Signature:	
Observers Contact Info		Office:	
		Cell:	
		Email:	



SECTION 03100 CONCRETE FORMWORK AND ACCESSORIES

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide all labor, materials and equipment for the following:
 - 1. Design and construction of all necessary formwork including the required bracing, supports, scaffolding, shoring, and other falsework to produce cast-in-place concrete in the finished structure within the required tolerances for line, grade dimension and detail.
 - 2. Joints in concrete, complete and in place, in accordance with the Contract Documents. Joints in concrete structures shall be the types defined below and will be permitted only where indicated, unless specifically accepted by the VILLAGE.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals
 - 2. SECTION 03300 - Cast-in-Place Concrete

1.02 APPLICABLE STANDARDS AND PUBLICATIONS: The following standard specifications shall apply to the WORK of this SECTION:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Concrete Institute (ACI)
 - a. 347 - Guide to Formwork for Concrete
 - b. 117 - Specification for Tolerances for Concrete Construction and Materials
 - 2. American Society of Testing and Materials (ASTM)
 - a. A775 – Standard Specification for Epoxy Coated Reinforcing Steel Bars
 - b. C920 – Standard Specification for Elastomeric Joint Sealant
 - c. D412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers - Tension
 - d. D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
 - e. D638 - Standard Test Method for Tensile Properties of Plastics
 - f. D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
 - g. D747 - Standard Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam
 - h. D1056 – Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber
 - i. D1752 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
 - j. D2000 - Standard Classification System for Rubber Products in Automotive Applications

- k. D2240 - Standard Test Method for Rubber Property - Durometer Hardness
 - l. D2241 – Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
 - 3. US Product Standards (PS)
 - a. PS-1 - Construction and Industrial Plywood for Concrete Forms
 - b. PS-20 - American Softwood Lumber Standard
 - 4. NSF International
 - a. 61 - Drinking Water System Components - Health Effects
 - 5. United States Army Corps of Engineers (USACE)
 - a. CRD-C572 - PVC Waterstops
 - 6. Federal Specifications
 - a. TT-S-0227 E(3) - Sealing Compound, Elastomeric Type, Multicomponent, for Caulking, Sealing, and Glazing Buildings and Other Structures
 - 7. Occupational Safety and Health Association (OSHA)
 - a. CFR Title 29 Part 1926 - Safety and Health Regulations for Construction

1.03 DEFINITIONS:

A. Construction Joints:

- 1. When fresh concrete is placed against a hardened concrete surface, the joint between the two pours is called a construction joint. If indicated on the drawings, joints in water bearing members shall be provided with a waterstop and/or sealant groove of the shape indicated. The surface of the first pour may also be required to receive a coating of bond breaker as indicated.

- ##### B. Contraction Joints:
- Contraction joints are similar to construction joints except that the fresh concrete shall not bond to the hardened surface of the earlier pour, which shall be coated with a bond breaker. The slab reinforcement shall be stopped 4-1/2 inches from the joint, which is provided with a sleeve-type dowel, to allow shrinkage of the concrete of the later pour. Waterstop and/or sealant groove shall also be provided when indicated.

C. Expansion Joints:

- 1. To allow the concrete to expand freely, a space is provided between the two pours, and the joint shall be formed as indicated. The space is obtained by placing a filler joint material against the earlier pour, to act as a form for the later pour. Unless otherwise indicated, expansion joints in water bearing members shall be provided with a center-bulb type waterstop as indicated.
- 2. Premolded expansion joint material shall be installed with the edge at the indicated distance below or back from finished concrete surface, and shall have a slightly tapered, dressed, and oiled wood strip secured to or placed at the edge thereof during concrete placement, which shall later be removed to form space for sealing material.
- 3. The space so formed shall be filled with a joint sealant material as indicated herein. In order to keep the two walls or slab elements in line the joint shall also be provided with a sleeve-type dowel as indicated.

- ##### D. Control Joints:
- The function of the control joint is to provide a weaker plane in the concrete, where shrinkage cracks will probably occur. A groove, of the shape and dimensions indicated, is formed or saw-cut in the concrete. This groove is afterward filled with a joint sealant material.

1.04 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. Falsework Calculations and Drawings: The CONTRACTOR shall submit calculations and drawings prepared and sealed by a Professional Civil Engineer registered in the State of Florida, which indicate the falsework complies with the requirements of OSHA Title 29, Part 1926.703. The submission of design details and calculations for falsework is for information only.
- C. The plans of falsework proposed to be used shall be in sufficient detail to indicate the general layout, sizes of members, anticipated stresses, grade of materials to be used in the falsework, means of protecting existing construction which supports falsework, and typical soil conditions.
- D. The CONTRACTOR shall submit placement drawings showing the location and type of all joints for each structure.
- E. Prior to production of the waterstop materials required under this SECTION, qualification samples of waterstops shall be submitted which represent in all respects the material proposed. Such samples shall consist of extruded or molded sections of each size or shape to be used. The balance of the material to be used shall not be produced until after the VILLAGE has reviewed the qualification samples.
- F. Prior to use of the waterstop material in the field, a sample of a prefabricated (shop made fitting) mitered cross and a tee constructed of each size or shape of material to be used shall be submitted. These samples shall be prefabricated (shop made fitting) so that the material and workmanship represent in all respects the fittings to be provided. Field samples of prefabricated (shop made fitting) fittings (crosses, tees, etc.) may also be selected at random by the VILLAGE for testing by a laboratory at the VILLAGE's expense. When tested, tensile strength across the joints shall be at least 1120 psi.
- G. The CONTRACTOR shall submit MANUFACTURER's information demonstrating compliance with requirements for the following:
 - 1. Form ties and related accessories, including taper tie plugs, if taper ties are used
 - 2. Form gaskets
 - 3. Form release agent, including NSF certification if not using mineral oil
 - 4. List of form materials and locations for use
 - 5. Bearing Pads
 - 6. Neoprene Sponge
 - 7. Preformed Joint Filler
 - 8. Backing Rod
 - 9. Bond Breaker
 - 10. Waterstops
 - 11. Slip Dowels
 - 12. PVC Tubing

1.05 RESPONSIBILITIES:

- A. The CONTRACTOR is fully responsible for the design and construction of all forms and falsework to be in compliance with all applicable OSHA requirements, and the requirements of all agencies having jurisdiction on the project. The submission of design details and calculations for falsework is for information only.
- B. The CONTRACTOR shall prepare adhesion and cohesion test specimens for construction joint sealant as required herein, at intervals of 5 working days while sealants are being installed.

- C. The sealant material shall show no signs of adhesive or cohesive failure when tested in accordance with the following procedure in laboratory and field tests:
 - 1. Sealant specimen shall be prepared between 2 concrete blocks (1-inch by 2-inch by 3-inch). Spacing between the blocks shall be 1-inch. Coated spacers (2-inch by 1-1/2-inch by 1/2-inch) shall be used to insure sealant cross-sections of 1/2-inch by 2 inches with a width of 1-inch.
 - 2. Sealant shall be cast and cured according to MANUFACTURER's recommendations except that curing period shall be not less than 24 hours.
 - 3. Following curing period, the gap between blocks shall be widened to 1-1/2-inch. Spacers shall be used to maintain this gap for 24 hours prior to inspection for failure.

1.06 CERTIFICATIONS:

- A. Form materials, which may remain or leave residues on or in the concrete, shall be certified as compliant with NSF 61.
- B. Joint materials shall be certified as compliant with NSF 61.
- C. The CONTRACTOR shall submit certified test reports from the sealant MANUFACTURER on the actual batch of material being supplied indicating compliance with requirements herein before the sealant is used on the job.

1.07 INSPECTIONS:

- A. Falsework shall be inspected for conformance with the accepted submittal. No workers will be allowed to use falsework for access and no concrete placement to related forms will be permitted until the falsework is inspected by the CONTRACTOR for conformance with the submittals and appropriately tagged. No variations or alterations to falsework, as compared to the reference submittal, will be allowed without certification of the variation by the original Professional Engineer.
- B. All waterstop field joints shall be subject to rigid inspection, and no such WORK shall be scheduled or started without having made prior arrangements with the VILLAGE for the required inspections. Not less than 24 hours advance notice shall be given for scheduling such inspections.
- C. Field joints in waterstops shall be subject to rigid inspection for misalignment, bubbles, inadequate bond, porosity, cracks, offsets, and other defects, which would reduce the potential resistance of the material to water pressure at any point. Defective joints shall be replaced with material, which passes inspection; faulty material shall be removed from the site and properly disposed of.
- D. The following waterstop defects represent a partial list of defects which shall be grounds for rejection:
 - 1. Offsets at joints greater than 1/16-inch or 15 percent of material thickness, at any point, whichever is less
 - 2. Exterior crack at joint, due to incomplete bond, which is deeper than 1/16-inch or 15 percent of material thickness, at any point, whichever is less
 - 3. Any combination of offset or exterior crack which will result in a net reduction in the cross section of the waterstop in excess of 1/16-inch or 15 percent of material thickness at any point, whichever is less
 - 4. Misalignment of joint which results in misalignment of the waterstop in excess of 1/2-inch in 10 feet
 - 5. Porosity in the welded joint as evidenced by visual inspection
 - 6. Bubbles or inadequate bonding which can be detected with a penknife test (If, while prodding the entire joint with the point of a penknife, the knife breaks through the outer portion of the weld into a bubble, the joint shall be considered defective.)

7. Visible signs of separation when the cooled splice is bent by hand at any sharp angle
8. Any evidence of burned material

1.08 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion and as described in Article 13 of Section 00700 - General Terms and Conditions.

PART 2 - PRODUCTS

2.01 FORM AND FALSEWORK MATERIALS:

- A. Except as otherwise expressly accepted by the VILLAGE, lumber brought on the Site for use as forms, shoring, or bracing shall be new material. Forms shall be smooth surface forms and shall be of the following materials:
 - Walls - Steel, fiberglass, or plywood panel
 - Columns - Steel, plywood, PVC, fiberglass, or spiral wound fiber forms
 - Roof and floor - Plywood
 - All other work - Steel panels, fiberglass, or plywood
- B. Materials for concrete forms, formwork, and falsework shall conform to the following requirements:
 1. Plywood shall be new, waterproof, synthetic resin bonded, exterior type, manufactured especially for concrete formwork and shall conform to Plyform Class I, B-B EXT, of PS-1, and shall be edge sealed.
 2. Lumber shall be Douglas Fir or Southern Yellow Pine, construction grade or better, in conformance with PS 20.
 3. Form materials shall be metal, wood, plywood, or other material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade indicated. Metal forms shall accomplish such results. Wood forms for surfaces to be painted shall be Medium Density Overlaid plywood, MDO EXT Grade.
- C. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4-inch chamfers or be tooled to 1/2-inch radius. Re-entrant corners in concrete members shall not have fillets unless otherwise indicated.
- D. Forms and falsework to support the roof and floor slabs shall be designed in accordance with ACI 347.

2.02 FORM TIES:

- A. Ties shall be standard crimped snap ties with one-inch (1") snapback. Ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form ties for water-retaining structures shall have integral waterstops that tightly fit the form tie so that they cannot be moved from mid-point of the tie.
- B. Removable taper ties may be used when approved by the VILLAGE. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left by the removal of the taper tie.

2.03 FORM RELEASING AGENT: Form release agent shall be non-staining and shall leave no residues on or in the concrete unless certified as compliant with NSF 61 and shall not adversely affect the adhesion of paint or other coatings.

2.04 WATERSTOPS:

A. PVC Waterstops:

1. PVC Waterstops shall be extruded from an elastomeric polyvinyl chloride compound containing the plasticizers, resins, stabilizers, and other materials necessary to meet the requirements of this SECTION. No reclaimed or scrap material shall be used. The CONTRACTOR shall obtain from the waterstop MANUFACTURER and shall furnish to the VILLAGE for review, current test reports and a written certification of the MANUFACTURER that the material to be shipped to the job meets the physical requirements as outlined in the USACE CRD-C572, and those listed herein.
2. Flatstrip and Center-Bulb Waterstops: The thickness of waterstops, including the center bulb, shall not be less than 3/8-inch. Waterstop shall be provided with factory installed hog rings at 12 inches on centers along the waterstop.
3. Multi-Rib Waterstops: Multi-rib waterstops where required shall have prefabricated (shop made fitting) joint fittings at all intersections of the ribbed-type waterstops.
4. Retrofit Waterstops: Retrofit waterstops and batten bars shall be manufactured as a complete system including waterstop, SS batten bar, SS anchor bolts, and epoxy gel.
5. Waterstop Testing Requirements: When tested in accordance with the test standards, the waterstop material shall meet or exceed the following requirements:

Property	Value	ASTM Standard
<u>Physical Property, Sheet Material</u>		
Tensile Strength-min (psi)	2000	D 638, Type IV
Ultimate Elongation-min (percent)	350	D 638, Type IV
Low Temp Brittleness-max (degrees F)	-35	D 746
Stiffness in Flexure-min (psi)	600	D 747
<u>Accelerated Extraction (CRD-C572)</u>		
Tensile Strength-min (psi)	1500	D 638, Type IV
Ultimate Elongation-min (percent)	300	D 638, Type IV
<u>Effect of Alkalies (CRD-C572)</u>		
Change in Weight (percent)	+ 0.25/- 0.10	-----
Change in Durometer, Shore A	+/- 5	D 2240
<u>Finish Waterstop</u>		
Tensile Strength-min (psi)	1400	D 638, Type IV
Ultimate Elongation-min (percent)	280	D 638, Type IV

B. Pre-formed Hydrophilic Waterstops:

1. Hydrophilic (bentonite-free) waterstops shall be the type that expands in the presence of water to form a watertight joint seal without damaging the concrete in which it is cast.
2. Waterstop shall be manufactured from chloroprene rubber and modified chloroprene rubber with hydrophilic properties. Waterstop shall have a delay coating to inhibit initial expansion due to moisture present in fresh concrete. The minimum expansion ratio of modified chloroprene shall be not less than 2 to 1 volumetric change in distilled water at 70 degrees F (21 degrees C).
3. Hydrophilic Waterstop shall meet the following minimum requirements:

Property	Value	ASTM Standard
<u>Physical Property, Chloroprene</u>		
Tensile Strength-min (psi)	1275	D 412
Ultimate Elongation-min (percent)	350	D 412

Hardness, Shore A	55 +/- 5	D 2240
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Physical Property, Modified Chloroprene

Tensile Strength-min (psi)	300	D 412
Ultimate Elongation-min (percent)	600	D 412
Hardness, Shore A	55 +/- 5	D 2240

4. Bonding agent for hydrophilic waterstop shall be the MANUFACTURER's recommended adhesive for wet, rough concrete.
- C. Other Types of Waterstops:
1. When types of waterstops not listed above are indicated, they shall be subjected to the same requirements as those listed herein.

2.05 JOINT SEALANT FOR WATER BEARING JOINTS:

- A. Joint sealant shall be polyurethane polymer designed for bonding to concrete, which is continuously submerged in water. No material will be acceptable which has an unsatisfactory history as to bond or durability when used in the joints of water retaining structures.
- B. Joint sealant material shall meet the following requirements (73 degrees F and 5percent R.H.):

Requirement	Value	ASTM Standard
Work Life (minutes)	45 - 180	----
Time to Reach 20 Shore "A" Hardness (at 77 degrees F, 200 gr quantity) - max (hours)	24	----
Ultimate Hardness	20 - 45 Shore "A"	D 2240
Tensile Strength - min (psi)	175	D 412
Ultimate Elongation - min (percent)	400	D 412
Tear Resistance - min (pounds per inch of thickness)	75	D 624 (Die C)
Color	Light Gray	----

- C. Polyurethane sealants for waterstop joints in concrete shall conform to the following requirements:
 1. Sealant shall be 2-part polyurethane with the physical properties of the cured sealant conforming to or exceeding the requirements of ASTM C 920, or TT-S-0227 E(3) for 2-part material, as applicable.
 2. For vertical joints and overhead horizontal joints, only "non-sag" compounds shall be used; all such compounds shall conform to the requirements of ASTM C 920 Class 25, Grade NS, or TT-S-0227 E(3), Type II, Class A.
 3. For plane horizontal joints, the self-leveling compounds which meet the requirements of ASTM C 920 Class 25, Grade P, or TT-S-0227 E(3), Type I shall be used. For joints subject to either pedestrian or vehicular traffic, a compound providing non-tracking characteristics, and having a Shore "A" hardness range of 35 to 45, shall be used.
 4. Primer materials, if recommended by the sealant MANUFACTURER, shall conform to the printed recommendations of the MANUFACTURER.

2.06 JOINT MATERIALS:

- A. Bearing Pad: Bearing pad shall be neoprene conforming to ASTM D 2000, BC 420, 40 durometer hardness unless otherwise indicated.
- B. Neoprene Sponge: Sponge shall be neoprene, closed-cell, expanded, conforming to ASTM D 1056, Type 2C5-E1.
- C. Joint Filler

1. Joint filler for expansion joints in waterholding structures shall be neoprene conforming to ASTM D1056, Type 2C5-E1.
 2. Joint filler material in other locations shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752, for Type I, except as otherwise indicated.
- 2.07 **BACKING ROD:** Backing rod shall be an extruded closed-cell, polyethylene foam rod. The material shall be compatible with the joint sealant material and shall have a tensile strength of not less than 40 psi and a compression deflection of approximately 25 percent at eight (8) psi. The rod shall be 1/8-inch larger in diameter than the joint width except that a one-inch diameter rod shall be used for a 3/4-inch wide joint.
- 2.08 **BOND BREAKER:**
- A. Bond breaker shall contain a fugitive dye so that areas of application will be readily distinguishable.
 - B. Bonding agent for hydrophilic waterstop shall be the MANUFACTURER's recommended adhesive for wet, rough concrete.
- 2.09 **SLIP DOWELS:** Slip dowels in joints shall be smooth epoxy-coated bars, conforming to ASTM A 775.
- 2.10 **PVC TUBING:** PVC tubing in joints shall be Schedule SDR 13.5, conforming to ASTM D 2241.
- 2.11 **CHAMFER STRIP:** Provide three quarter inch triangular fillets, milled clear straight grained wood, surfaced each side, or extruded vinyl type, with or without nail flange to form all exposed concrete edges such as columns, pilasters, beams, curbs, equipment pads, tops of walls, and as indicated. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4" chamfers. Re-entrant corners in concrete members shall not have fillets, unless otherwise indicated.

PART 3 - EXECUTION

3.01 **FORMS:**

- A. Forms shall conform to the shape, lines, and dimensions as shown on the Drawings and shall be substantial and sufficiently tight to prevent leakage. Forms shall be properly braced or tied so as to maintain position and shape. Plumb and string lines shall be installed before concrete placement and shall be maintained during placement. Such lines shall be used by CONTRACTOR's personnel and by the VILLAGE and shall be in sufficient number and properly installed. During concrete placement, the CONTRACTOR shall continually monitor plumb and string line form positions and immediately correct deficiencies.
- B. The CONTRACTOR shall be fully responsible for the adequacy of the formwork in its entirety and any forms that are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced. The CONTRACTOR shall provide worker protection from protruding reinforcement bars in accordance with applicable safety codes.
- C. The CONTRACTOR may reuse forms only if in good condition and only if acceptable to the VILLAGE. Reused forms shall be thoroughly cleaned and may require light sanding between uses to obtain a uniform surface texture on all exposed concrete surfaces. Forms shall not be reused if they have developed defects that would affect the surface texture of exposed concrete. Exposed concrete surfaces are defined as surfaces, which are permanently exposed to view. In the case of forms for the inside wall surfaces of hydraulic/water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the VILLAGE.

- D. Forms shall be sufficiently tight to prevent leakage. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. If adequate foundation for shores cannot be secured, trussed supports shall be provided.
- E. Immediately before the placing of reinforcing, faces of all forms in contact with concrete shall receive a thorough coating of form release agent. Any excess agent shall be satisfactorily removed before placing concrete. If using mineral oil, the CONTRACTOR shall oil the forms at least two weeks in advance of their use. Care shall be exercised to keep oil/release agent off the surfaces of steel reinforcement and other items to be embedded in concrete.
- F. The CONTRACTOR shall supply sufficient number of forms of each kind to permit the required rate of progress to be maintained.
- G. The design and inspection of concrete forms, falsework, and shoring shall comply with applicable local, state, and Federal regulations.

3.02 WATERSTOPS:

- A. Waterstops shall be embedded in the concrete across joints as indicated. Waterstops shall be fully continuous for the extent of the joint. Splices necessary to provide such continuity shall be accomplished in conformance to printed instructions of MANUFACTURER of the waterstops. The CONTRACTOR shall take suitable precautions and means to support and protect the waterstops during the progress of the WORK and shall repair or replace at its own expense any waterstops damaged during the progress of the WORK. Waterstops shall be stored so as to permit free circulation of air around the waterstop material.
- B. When any waterstop is installed in the concrete on one side of a joint, while the other half or portion of the waterstop remains exposed to the atmosphere for more than 2 days, suitable precautions shall be taken to shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

3.03 SPLICES IN PVC WATERSTOPS:

- A. Splices in PVC waterstops shall be performed by heat sealing the adjacent waterstop sections in accordance with the MANUFACTURER's printed recommendations. It is essential that:
 - 1. The material not be damaged by heat sealing.
 - 2. The splices have a tensile strength of not less than 80 percent of the unspliced material tensile strength.
 - 3. The continuity of the waterstop ribs and of its tubular center axis be maintained. No edge welding is allowed.
- B. Butt joints of the ends of 2 identical waterstop sections may be made while the material is in the forms.
- C. All joints with waterstops involving more than 2 ends to be jointed together, and all joints which involve an angle cut, alignment change, or the joining of 2 dissimilar waterstop sections shall be prefabricated (shop made fitting) prior to placement in the forms, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon being inspected and approved, such prefabricated (shop made fitting) waterstop joint assemblies shall be installed in the forms and the ends of the 24-inch strips shall be butt welded to the straight run portions of waterstop in place in the forms.
- D. Where a centerbulb waterstop intersects and is jointed with a non-centerbulb waterstop, care shall be taken to seal the end of the centerbulb, using additional PVC material if needed.

3.04 FORM DESIGN:

- A. Forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete.
- B. Plywood, 5/8-inch and greater in thickness, may be fastened directly to studding if the studs are spaced close enough to prevent visible deflection marks in the concrete. The forms shall be tight so as to prevent the loss of water, cement, and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1- to 1-1/2-inch diameter polyethylene rod held in position to the underside of the wall form.
- C. The CONTRACTOR shall provide adequate clean-out holes at the bottom of each lift of forms. The size, number, and location of such clean-outs shall be as acceptable to the VILLAGE. Whenever concrete cannot be placed from the top of a wall form in a manner that meets the requirements of the Contract Documents, form windows shall be provided in the size and spacing needed to allow placement of concrete to the requirements of SECTION 03300. The size, number, and location of such form windows shall be as acceptable to the VILLAGE.

3.05 FORM CONSTRUCTION:

- A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is indicated. Not less than 1-inch of concrete shall be added to the indicated thickness of a concrete member, where concrete is permitted to be placed against trimmed ground, in lieu of forms. Permission to do this on other concrete members will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.
- B. Construction Joints: Concrete construction joints will not be permitted at locations other than those indicated, except as may be acceptable to the VILLAGE. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. Pipe stubs and anchor bolts shall be set in the forms where required.
- C. Form Ties
 - 1. Embedded Ties: Holes left by the removal of form tie cones shall be reamed with suitable toothed reamers so as to leave the surface of the holes clean and rough before being filled with mortar. Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties, which cause spalling of the concrete upon form stripping or tie removal, will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1-inch back from the formed face or faces of the concrete.
 - 2. Removable Ties: Where taper ties are approved for use, the larger end of the taper tie shall be on the wet side of walls in water retaining structures. After the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink grout for water bearing and below-grade walls. The hole shall be completely filled with non-shrink or regular cement grout for above-grade walls, which are dry on both sides. Exposed faces of walls shall have the outer 2 inches of the exposed face filled with a cement grout, which shall match the color and texture of the surrounding wall surface.

3.06 JOINT CONSTRUCTION:

A. Setting Waterstops:

1. In order to eliminate faulty installation that may result in joint leakage, the CONTRACTOR shall be particularly careful to get the correct positioning of the waterstops during installation. Adequate provisions must be made to support and anchor the waterstops during the progress of the WORK and to insure the proper embedment in the concrete. The symmetrical halves of the waterstops shall be equally divided between the concrete pours at the joints. The center axis of the waterstops shall be coincident with the joint openings. Maximum density and imperviousness of the concrete shall be insured by thoroughly working it in the vicinity of all joints.
2. In placing PVC waterstops in the forms, the CONTRACTOR shall provide means to prevent the waterstop from being folded over by the concrete as it is placed. Waterstops shall be held in place with light wire ties on 12-inch centers which shall be passed through hog rings at the edge of the waterstop and tied to the curtain of reinforcing steel. Horizontal waterstops, with their flat face in a vertical plane, shall be held in place with continuous supports to which the top edge of the waterstop shall be tacked. In placing concrete around horizontal waterstops, with their flat face in a horizontal plane, the CONTRACTOR shall work concrete under the waterstops by hand so as to avoid the formation of air and rock pockets.
3. In placing centerbulb waterstops in expansion joints, the centerbulb shall be centered on the joint filler material.
4. Waterstop in vertical wall joints shall stop 6 inches from the top of the wall where such waterstop does not connect with any other waterstop and is not to be connected to a future concrete placement.

B. Joint Location:

1. Construction joints and other types of joints shall be provided where indicated. When not indicated, construction joints shall be provided at 25-foot maximum spacing for all concrete construction. Where joints are indicated spaced greater than 40 feet apart, additional joints shall be provided to maintain the 25-foot maximum spacing. The location of all joints, of any type, shall be submitted for acceptance by the VILLAGE.

C. Joint Preparation:

1. The CONTRACTOR shall take special care in preparing concrete surfaces at joints where bonding between 2 sections of concrete is required. Unless otherwise indicated, such bonding will be required at all horizontal joints in walls. Surfaces shall be prepared in accordance with the requirements of SECTION 03300. Except on horizontal wall construction joints, wall to slab joints, or where otherwise indicated, at all joints where waterstops are required, the joint face of the first pour shall be coated with a bond breaker as indicated herein.

D. Retrofit Joint Preparation:

1. Existing surfaces to receive a retrofit waterstop shall be clean and free from any loose or foreign material. Surface shall be given a light sandblast or hydroblast finish to 1/8-inch amplitude prior to application of epoxy and waterstop.

E. Construction Joint Sealant:

1. Construction joints in water-bearing floor slabs, and elsewhere as indicated, shall be provided with tapered grooves which shall be filled with a construction joint sealant. The material used for forming the tapered grooves shall be left in the grooves until just before the grooves are cleaned and filled with joint sealant. After removing the forms from the grooves, all laitance and fins shall be removed, and the grooves shall be sandblasted. The grooves shall be allowed to become thoroughly dry, after which they shall be blown out; immediately thereafter, they shall be primed, bond breaker tape placed in the bottom of the groove, and filled with the

construction joint sealant. The primer shall be furnished by the sealant MANUFACTURER. No sealant will be permitted to be used without a primer. Care shall be used to completely fill the sealant grooves. Areas designated to receive a sealant fillet shall be thoroughly cleaned, as outlined for the tapered grooves, prior to application of the sealant.

2. The primer and sealant shall be placed strictly in accordance with the printed recommendations of the MANUFACTURER, taking special care to properly mix the sealant prior to application. The sides of the sealant groove shall not be coated with bond breaker, curing compound, or any other substance which would interfere with proper bonding of the sealant. Sealant shall achieve final cure at least 7 days before the structure is filled with water.
3. Sealant shall be installed by a competent waterproofing specialty contractor who has a successful record of performance in similar installations.
4. Thorough, uniform mixing of 2-part, catalyst-cured materials is essential; special care shall be taken to properly mix the sealer before its application. Before any sealer is placed, the CONTRACTOR shall arrange to have the crew doing the WORK carefully instructed on the proper method of mixing and application by a representative of the sealant MANUFACTURER.
5. Any joint sealant which fails to fully and properly cure after the MANUFACTURER's recommended curing time for the conditions of the WORK hereunder shall be completely removed; the groove shall be thoroughly sandblasted to remove all traces of the uncured or partially cured sealant and primer, and shall be re-sealed with the indicated joint sealant. Costs of such removal, joint treatment, re-sealing, and appurtenant WORK shall be the CONTRACTOR's responsibility.

F. Hydrophilic Waterstop

1. Where a hydrophilic waterstop is called for in the Contract Documents, it shall be installed with the MANUFACTURER's instructions and recommendations except as modified herein.
2. When requested by the VILLAGE, the CONTRACTOR shall arrange for the MANUFACTURER to furnish technical assistance in the field.
3. Hydrophilic waterstop shall only be used where complete confinement by concrete is provided. Hydrophilic waterstop shall not be used in expansion or contraction joints or in the first 6 inches of any non-intersecting joint.
4. The hydrophilic waterstop shall be located as near as possible to the center of the joint and it shall be continuous around the entire joint. The minimum distance from the edge of the waterstop to the face of the member shall be 5 inches.
5. Where the thickness of the concrete member to be placed on the hydrophilic waterstop is less than 12 inches, the waterstop shall be placed in grooves formed or ground into the concrete. The groove shall be at least 3/4 inch deep and 1-1/4 inches wide. When placed in the groove, the minimum distance from the edge of the waterstop to the face of the member shall be 2.5 inches.
6. Where a hydrophilic waterstop is used in combination with PVC waterstop, the hydrophilic waterstop shall overlap the PVC waterstop for a minimum of 6 inches and shall be adhered to PVC waterstop with single component water-swelling sealant as recommended by MANUFACTURER.
7. The hydrophilic waterstop shall not be installed where the air temperature falls outside the MANUFACTURER's recommended range.
8. The concrete surface under the hydrophilic waterstop shall be smooth and uniform. The concrete shall be ground smooth if needed. Alternately, the hydrophilic waterstop shall be bonded to the surface using an epoxy grout which completely fills all voids and irregularities beneath the waterstop material. Prior to installation, the concrete surface shall be wire brushed to remove any laitance or other materials that may interfere with the bonding of epoxy.

9. The hydrophilic waterstop shall be secured in place with concrete nails and washers at 12-inch maximum spacing. This shall be in addition to the adhesive recommended by the MANUFACTURER

3.07 REMOVAL OF FORMS:

- A. Careful procedures for the removal of forms shall be strictly followed, and this WORK shall be done with care so as to avoid injury to the concrete or workers. In the case of roof slabs and above-ground floor slabs, forms shall remain in place until test cylinders for the roof concrete attain a minimum compressive strength of 75 percent of the 28-day strength (0.75f_c) in SECTION 03300. No forms shall be disturbed or removed under an individual panel or unit before the concrete in all the adjacent panels or units have attained 0.75f_c strength and have been in place for a minimum of 7 days. The time required to establish said strength shall be determined by the VILLAGE, who will make several test cylinders for this purpose from concrete used in the first group of roof panels placed. If the time so determined is more than the 7-day minimum, then that time shall be used as the minimum length of time. Forms for vertical walls of waterholding structures shall remain in place at least 36 hours after the concrete has been placed.
- B. Forms for parts of the WORK not specifically mentioned herein shall remain in place for periods of time as recommended in ACI 347.

3.08 FALSEWORK:

- A. The CONTRACTOR shall be responsible for the design, engineering, construction, maintenance, and safety of all falsework, including staging, walkways, forms, ladders, and similar appurtenances, which shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, and the requirements herein.
- B. The CONTRACTOR shall design and construct falsework to provide the necessary rigidity and to support the loads. Falsework for the support of a superstructure shall be designed to support the loads that would be imposed if the entire superstructure were placed at one time.
- C. The CONTRACTOR shall place falsework upon a solid footing, safe against undermining, and protected from softening. When the falsework is supported on timber piles, the maximum calculated pile loading shall be as recommended by the CONTRACTOR's geotechnical engineer and shall not exceed 20 tons. When falsework is supported on any portion of the structure which is already constructed, the load imposed by the falsework shall be spread, distributed, and braced in such a way as to avoid any possibility of damage to the structure.

3.09 TOLERANCES:

- A. The variation from plumb, level and required lines shall not exceed 1/4-inch in any ten feet (10') of length, non cumulative, and there shall be no offsets or visible waviness in the finished surface. All other tolerances shall be within the tolerances of ACI 117 - Standard Tolerances for Concrete Construction and Materials.

END OF SECTION

SECTION 03200 CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, materials and equipment to provide and properly place all concrete reinforcement steel, welded wire fabric, couplers, and concrete inserts for use in the reinforced concrete and masonry construction and all appurtenant work, including all the wires, clips, supports, chairs, spacers, and other accessories as shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 - Submittals
 - 2. SECTION 03100 - Concrete Formwork and Accessories
 - 3. SECTION 03300 - Cast-In-Place Concrete

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Concrete Institute (ACI):
 - a. 318 - Building Code Requirements for Reinforced Concrete
 - b. SP-66 - Detailing Manual
 - 2. American Society of Testing and Materials (ASTM):
 - a. A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
 - b. A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
 - c. A555 - Standard Specification for General Requirements for Stainless Steel Wire and Wire Rods]
 - d. A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - e. A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars
 - f. A955/A955M - Standard Specification for Deformed and Plain Stainless Steel Bars for Concrete Reinforcement]
 - 3. Concrete Reinforcing Steel Institute (CRSI):
 - a. Recommended Practice for Placing Reinforcing Bars
 - 4. Florida Building Code, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300. The CONTRACTOR shall submit the following:

- A. Mill Certifications of Grade 60 reinforcing steel or stainless steel, as required
- B. Complete bar schedule, bar details and erection drawings in conformance with ACI SP-66

C. Mill certificates shall be delivered with each shipment of reinforcing bars.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall perform Pull tests to **[50]** percent of **[five]** percent of drilled dowels, randomly selected by the VILLAGE. If any tested dowels slip or yield, an additional **[five]** percent of drilled dowels shall be tested until an entire **[five]** percent sample is tested without slipping or yielding.

1.07 CERTIFICATIONS:

A. International Code Council Evaluation Service (ICC-ES) Certifications for mechanical couplers, if allowed

B. Mill Certifications of Grade 60 reinforcing steel

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide sufficient notice and opportunity to the VILLAGE to review the placement of the reinforcing steel before the concrete is placed. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

2.01 REINFORCING BARS:

A. Metal reinforcement shall be deformed type bars conforming to ASTM A615, Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, Grade 60, unless otherwise specified. Reinforcing steel shall be fabricated for the shapes and dimensions indicated on the Drawings and in compliance with ACI 318. All bars shall be bent cold.

B. Replace all reinforcement with bends and kinks not shown on fabrication Shop Drawings. Remove from job Site all such reinforcing and replace with new fabricated steel. Field bending of reinforcement at the work Site is prohibited.

C. Welded wire fabric reinforcement shall conform to the requirements of ASTM A185, and the details indicated. Do not use fabric that has been rolled. Install flat sheets only.

D. Spiral reinforcement shall be cold-drawn steel wire conforming to the requirements of ASTM A82.

E. Epoxy for grouting reinforcing bars shall be specifically formulated for such application, for the moisture condition, application temperature, and orientation of the hole to be filled. Epoxy grout shall meet the requirements in SECTION 03600.

Table 03200-1
Approved Stainless Steel Alloys for Reinforcing Bars

Common or Trade Name	Type 316, Low Carbon, Nitrogen Added	Type 2205 Duplex	Nitronic 50
AISI Type	316LN	2205	XM-19
UNS Designation	S31653	S31803	S20910
Required Minimum Tensile Strength	90 ksi	90 ksi	90 ksi
Required Minimum 0.2% Offset Yield Strength	60 ksi	60 ksi	60 ksi
Required Minimum Elongation in 2-inches	25%	25%	25%
Required Condition	As Rolled	As Rolled	As Rolled
Required Finish	Per ASTM A955, descaled and white pickled	Per ASTM A955, descaled and white pickled	Per ASTM A955, descaled and white pickled

PART 3 - EXECUTION

3.01 PLACEMENT AND ANCHORAGE:

- A. Bar supports shall be spaced in accordance with CRSI.
 1. Reinforcement steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers that are strong and rigid enough to prevent any displacement of the reinforcement steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. Concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties that are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall provide concrete, metal, plastic, or other acceptable bar chairs and spacers.
 2. Limitations on the use of bar support materials shall be as follows.
 - a. Concrete Dobies: permitted at all locations except where architectural finish is required.
 - b. Wire Bar Supports: permitted only at slabs over dry areas, interior non-hydraulic wall surfaces, and exterior wall surfaces.
 - c. Plastic Bar Supports: permitted at all locations except on grade.
- B. Reinforcement shall be accurately placed in accordance with the Drawings and shall be adequately secured in position with not less than 16-gauge annealed wire. The placement tolerances shall be in accordance with ACI 318, paragraph 7.5, Placing Reinforcement and the CRSI Manual of Standard Practices.
- C. Tie wires shall be bent away from the forms in order to provide the required concrete coverage.
- D. Bars additional to those indicated which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.
- E. Additional reinforcement around openings:
 1. Place an equivalent area of steel around pipe or opening and extend on each side and top and bottom sufficiently to develop bond in each bar.
 2. Refer to details on Drawings for bar extension length on each side of opening.
 3. Where welded wire fabrics are used, provide extra reinforcing using fabric or deformed bars.

- F. Unless otherwise indicated, reinforcement placing tolerances shall be within the limits in Section 7.5 of ACI 318 except where in conflict with the requirements of the Building Code.
- G. Bars may be moved as necessary to avoid interference with other reinforcement steel continuously across the entire width of the reinforcement mat, and shall support the reinforcement mat in the plane indicated.
- H. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than three (3) feet on centers in any direction. Welded wire fabric shall not be placed on the ground and hooked into place in the freshly placed concrete.
- I. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters. Slab bolsters shall be spaced not more than 30-inches on center. The construction practice of placing welded wire fabric on the ground and hooking it into place in the freshly placed concrete shall not be used.

3.02 CONCRETE COVER: The concrete cover over reinforcement shall conform to ACI 318, paragraph 7.7, Concrete Protection for Reinforcement, unless otherwise indicated. Tie wires shall be bent away from the forms in order to provide the required concrete coverage.

3.03 SPLICING:

- A. All lap splices of bar reinforcement shall be as indicated and conform to Chapter 12 of ACI 318 or as otherwise approved by the VILLAGE. Unless otherwise indicated, dowels shall match the size and spacing of the spliced bar.
- B. Laps of welded wire fabric shall be in accordance with ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each two running feet. Wires shall be staggered and tied in such a manner that they cannot slip.
- C. Splices in column spiral reinforcement, when necessary, shall be made by a lap of 1-1/2 turns.
- D. Reinforcing shall not be straightened or rebent in a manner which will injure the material. Bars shall be bent or straight as indicated. Do not use bends different from the bends indicated. Bars shall be bent cold, unless otherwise permitted by the VILLAGE. No bars partially embedded in concrete shall be field-bent except as indicated or specifically permitted by the VILLAGE.
- E. Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as indicated. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. Couplers intended for future connections shall be recessed a minimum of 1/2-inch from the concrete surface. After the concrete is placed, the coupler shall be plugged with plastic plugs which have an O-ring seal and the recess filled with sealant to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged.

3.04 CLEANING AND PROTECTION:

- A. Unless indicated otherwise, mechanical coupler spacing and capacity shall match the spacing and capacity of the reinforcing indicated for the adjacent section.
- B. Reinforcement shall be free of all materials that will reduce bond.
- C. Reinforcement steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.
- D. The surfaces of reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcement shall be re-inspected and, if necessary, re-cleaned or sandblasted.

- E. Properly cap all vertical reinforcement steel if area is subject to having workers above the reinforcement area.

3.05 INSTALLATION OF DRILLED REINFORCING STEEL DOWELS: For drilling and grouting information see SECTION 03600.

END OF SECTION

SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SCOPE:

- A. The WORK of this SECTION consists of furnishing all labor, equipment, supplies, and materials necessary for the proper placement, curing, finishing, protection, and repair of the cast-in-place concrete required by the Contract Documents.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals
 - 2. SECTION 01410 – Testing and Quality Control
 - 3. SECTION 02200 – Earthwork
 - 4. SECTION 03100 - Concrete Formwork and Accessories
 - 5. SECTION 03200 - Concrete Reinforcement
 - 6. SECTION 03700 – Concrete Restoration

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Concrete Institute (ACI)
 - a. 117 - Specification for Tolerances for Concrete Construction and Materials
 - b. 301 – Specifications for Structural Concrete for Buildings
 - c. 304.2R - Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
 - d. 305 - Committee Report on Hot-Weather Concreting
 - e. 306 - Committee Report on Cold-Weather Concreting
 - f. 308 - Standard Practice for Curing Concrete
 - g. 309 – Guide for Consolidation of Concrete
 - h. 318 - Building Code Requirements for Reinforced Concrete
 - i. 350 – Code Requirements for Environmental Engineering Concrete Structures
 - 2. American Society for Testing and Materials (ASTM):
 - a. C31 - Making and Curing Concrete compression and Flexure Test Specimens in the Field
 - b. C33 – Standard Specification for Concrete Aggregates
 - c. C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - d. C94 - Standard Specification for Ready-Mixed Concrete
 - e. C127 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate

- f. C128 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
- g. C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- h. C143 – Standard Test Method for Slump of Hydraulic-Cement Concrete
- i. C150 – Standard Specification for Portland Cement
- j. C156 - Test Method for Water Retention by Concrete Curing Materials
- k. C157 – Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
- l. C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- m. C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- n. C260 – Standard Specification for Air Entraining Admixtures for Concrete
- o. C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- p. C494 - Standard Specification for Chemical Admixtures for Concrete
- q. C566 – Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
- r. C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
- s. C881 - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- t. C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation
- u. C1157 – Standard Performance Specification for Hydraulic Cements
- v. C1240 - Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout
- w. D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
- x. D2419 – Standard Test Methods for Sand Equivalent Value of Soils and Fine Aggregate
- y. E96 - Standard Test Methods for Water Vapor Transmission of Materials
- z. E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs
- 3. Federal Specifications
 - a. UU-B-790A - Building Paper, Vegetable Fiber (Kraft, Waterproofed, Water Repellant and Fire Resistant)
- 4. Florida Building Code and Local Building Codes as appropriate
- 5. Florida Department of Transportation (FDOT)
 - a. Standard Specifications for Road and Bridge Construction, latest edition.

1.03 DEFINITIONS:

- A. Structural Concrete: Concrete to be used in all cases except where indicated otherwise in the Contract Documents.

- B. Pea Gravel Concrete: Concrete in thin sections and areas with congested reinforcing, at the option of the CONTRACTOR and with written approval of the VILLAGE for the specific location.
- C. Sitework Concrete: Concrete to be used for curbs, gutters, catch basins, sidewalks, pavements, fence and guard post embedment, underground pipe encasement, underground duct bank encasement and all other concrete appurtenant to electrical facilities unless otherwise indicated.
- D. Lean Concrete: Concrete to be used for thrust blocks, pipe trench cut-off blocks and cradles that are indicated on the Drawings as unreinforced. Lean concrete shall be used as protective cover for dowels intended for future connection.
- E. Hydraulic Structure: A concrete structure for the containment, treatment, or transmission of water, wastewater, other fluids, or gases.

1.04 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. Mix Designs:
 - 1. Prior to beginning the WORK and within 14 days after issuance of the Notice to Proceed, the CONTRACTOR shall submit preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete. Mix designs shall be tested by an independent testing laboratory acceptable to the VILLAGE. All costs related to such testing shall be CONTRACTOR'S responsibility. Since laboratory trial batches require 35 calendar days to complete, the CONTRACTOR shall test a minimum of two mix designs for each class of concrete.
 - 2. Test data relating to the cement, aggregate, and admixtures shall be less than six months old. Furnish the submittals in accordance with ACI 301 for the following:
 - a. Mill tests for cement
 - b. Admixture certification. Chloride ion content shall be included.
 - c. Aggregate gradation test results and certification
 - 3. Where ready-mix concrete is used, the CONTRACTOR shall furnish delivery tickets at the time of delivery of each load of concrete. Each ticket shall show the state certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate added at the batching plant, and the amount allowed to be added at the Site for the specific design mix. In addition, each ticket shall state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to the times when the batch was dispatched, when it left the plant, when it arrived at the Site, when unloading began, and when unloading was finished.
- C. Other
 - 1. The CONTRACTOR shall submit materials and methods for curing.
 - 2. The CONTRACTOR shall submit product specifications, data, and installation instructions for all miscellaneous products called for in this specification.

1.05 QUALIFICATIONS: Truck mixers shall be equipped with electrically actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING:

A. General

1. Concrete and other materials for testing shall be furnished by the CONTRACTOR, and the CONTRACTOR shall assist the VILLAGE in obtaining samples, and disposal and cleanup of excess material.
2. The testing laboratory will meet or exceed the requirements of ASTM C1077.
3. The cost of trial batch, laboratory, and shrinkage tests on cement, aggregates, and concrete, will be the CONTRACTOR'S responsibility.

B. Trial Batch and Laboratory Tests

1. Tests for determining slump shall be in accordance with the requirements of ASTM C143.
2. Testing for aggregate shall include sand equivalence, reactivity, organic impurities, abrasion resistance, and soundness, according to ASTM C33.
3. A testing laboratory approved by the VILLAGE shall prepare a trial batch of each class of concrete, based on the preliminary concrete mixes submitted by the CONTRACTOR. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments will be considered refinements to the mix design and will not be the basis for extra compensation to the CONTRACTOR. Concrete shall conform to the requirements of this SECTION, whether the aggregate proportions are from the CONTRACTOR'S preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch shall be prepared using the aggregates, cement, and admixture proposed for the Project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain 3 drying shrinkage, and 6 compression test specimens from each batch.
4. The determination of compressive strength shall be made in accordance with ACI 318, Section 5.3.
5. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C136. Values shall be given for percent passing each sieve.

C. Field Tests

1. The responsibility to retain the services of an independent testing laboratory shall be as defined in SECTION 01410.
2. The CONTRACTOR shall pay the cost of any additional tests and investigation on WORK that does not meet the specifications.
3. Tests on pumped concrete shall be taken at the point of final placement.
4. Compressive Test: Compressive test specimens shall be taken during construction from the first placement of each class of concrete placed each day and for each 150 cubic yards or fraction thereof each day.
 - a. Each set of test specimens shall consist of five (5) cylinders. Specimens shall be made in accordance with ASTM C31. Specimens shall be 6-inch diameter by 12-inch high cylinders.
 - b. Compression tests shall be performed in accordance with ASTM C39. Two (2) cylinders shall be broken at seven (7) days and two (2) at 28 days, and the remaining cylinder shall be held to verify test results, if needed.
 - c. The acceptance of the test results shall be the average of the strengths of the two specimens tested at 28 days as per ACI 318. Evaluation and acceptance of the concrete shall be per ACI 318, Chapter 5.

5. Slump Tests: One (1) slump test shall be taken per truckload in accordance with ASTM C143.
6. Air Content: Air content shall be determined for each compressive test taken in accordance with ASTM C231 or by ASTM C173.
7. Aggregate testing shall be made every 12 months during construction to insure continued compliance with these Specifications.
8. Concrete that fails to meet the ACI requirements and these Specifications is subject to removal and replacement.
9. Temperature: Concrete temperature shall be recorded in accordance with ASTM C1064.

1.08 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - MATERIALS

2.01 GENERAL:

- A. All materials shall be classified as acceptable for potable water use according to NSF Standard 61.
- B. Cement for concrete that will contact potable water shall not be obtained from kilns that burn metal rich hazardous waste fuel.
- C. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Cement reclaimed from cleaning bags or leaking containers shall not be used. Cement shall be used in the sequence of receipt of shipments.
- D. Materials shall comply with the requirements of Sections 201, 203, and 204 of ACI 301, as applicable.
- E. Storage of materials shall conform to the requirements of Section 205 of ACI 301.

2.02 CEMENT:

- A. Cement shall be standard Portland Cement Type conforming to ASTM C150 and C1157
- B. A minimum of 85 percent of cement by weight shall pass a 325 screen.
- C. A single brand of cement shall be used throughout the WORK, and prior to its use, the brand shall be accepted by the VILLAGE.
- D. Sacked cement shall be stored in such a manner so as to permit access for inspection and sampling. Certified mill test reports, including fineness, for each shipment of cement to be used shall be submitted to the VILLAGE, if requested, regarding compliance with these Specifications.

2.03 AGGREGATES:

- A. Aggregates shall be obtained from pits acceptable to the VILLAGE, shall be non-reactive, and shall conform to the requirements of ASTM C33.
- B. When tested in accordance with ASTM C33, the loss resulting after five (5) cycles of the soundness test, shall not exceed ten (10) percent for fine aggregate and twelve (12) percent for coarse aggregate, when using sodium sulfate.
- C. When tested in accordance with ASTM C33, the ratio of silica released to reduction in alkalinity shall not exceed 1.0.
- D. Course Aggregates:

1. Coarse aggregates shall be crushed stone, gravel or other approved inert material having clean, hard, durable, uncoated particles conforming to ASTM C33.
 2. The coarse aggregates shall be prepared and handled in two (2) or more size groups for combined aggregates with a maximum size greater than 3/4-inch. When the aggregates are proportioned for each batch of concrete, the 2 size groups shall be combined.
 3. When tested in accordance with ASTM C33, the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.
- E. Fine Aggregates:
1. Fine aggregates shall be clean sand conforming to ASTM C33.
 2. When tested in accordance with ASTM D2419, the sand equivalency shall not be less than 75 percent for an average of three (3) samples, nor less than 70 percent for an individual test. Gradation of fine aggregate shall conform to ASTM C33 when tested in accordance with ASTM C136 for the fineness modulus of the sand used, including the optional grading in Section 6.2. The fineness modulus of sand used shall not be over 3.1.
 3. When tested in accordance with ASTM C33, the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

2.04 WATER:

- A. The water used in the concrete mix and for curing shall be clean, potable, and in accordance with ACI 318. Water shall be free from objectionable quantities of silty organic matter, alkali, salts, and other impurities.
- B. The water shall be considered potable, for the purposes of this SECTION only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/l TDS) shall not be used.

2.05 ADMIXTURES:

- A. General: All admixtures shall be compatible and be furnished by a single MANUFACTURER capable of providing qualified field service representation. Admixtures shall be used in accordance with MANUFACTURER's recommendations. If the use of an admixture is producing an inferior end result, the CONTRACTOR shall discontinue use of the admixture. Admixtures shall not contain thiocyanates or more than 0.05 percent chloride ion, and shall be non-toxic after 30 days.
- B. Air Entraining Admixtures:
 1. Air entraining admixture shall conform to ASTM C260. Air content shall be tested at the point of placement.
 2. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.
 3. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 5 percent. Concrete floors to receive a shake-on floor hardener shall have an air content not to exceed three (3) percent or as recommended by the hardener MANUFACTURER.
- C. Set Controlling and Water Reducing Admixtures:
 1. Admixtures may be added at the CONTRACTOR'S option, subject to the VILLAGE's approval, to control the set, effect water reduction, and increase workability. The cost of adding an admixture shall be the CONTRACTOR'S responsibility. Concrete containing an admixture shall be first placed at a location determined by the VILLAGE. Admixtures shall conform to the requirements of ASTM C494. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used.

2. The set retarding admixture may be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently greater than 80 degrees F, a set retarding admixture shall be used. The set retarding admixture shall conform to ASTM C494 Type D unless accepted otherwise by the VILLAGE.
 3. Set accelerating admixture may be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently less than 40 degrees F, a non-corrosive set accelerating admixture shall be used. Set accelerating admixture shall conform to ASTM C494 Type C or E.
 4. Normal range water reducer shall conform to ASTM C494, Type A. The quantity of admixture used and the method of mixing shall be in accordance with the MANUFACTURER's instructions and recommendations.
 5. High range water reducer shall conform to ASTM C494 Type F. High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified. No more than fourteen (14) ounces of water reducer per sack of cement shall be used. Water reducer shall be considered as part of the mixing water when calculating the water/cement ratio.
 - a. If the high range water reducer is added to the concrete at the Site, it may be used in conjunction with the same water reducer added at the batch plant. Concrete shall have a slump of three (3) inches plus or minus 1/2-inch prior to adding the high range water reducing admixture at the Site. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the primary system.
 - b. Concrete shall be mixed at mixing speed for a minimum of 70 mixer revolutions or five (5) minutes after the addition of the high range water reducer, unless recommended otherwise by the MANUFACTURER.
- D. Crystalline Capillary Waterproofing Admixture:
1. All concrete for water control structures that will be underwater shall have Crystalline Capillary Waterproofing (CCW) admixture in accordance with SECTION 03050.
- F. Anti-washout admixture may be used for concrete placed underwater. The admixture shall be added at the MANUFACTURER's recommended dosage rate. The admixture shall be an aqueous solution and the water in such solution shall be counted as mixing water for the purpose of determining the water cement ratio of the concrete. Trial batches shall be made to verify compatibility of the materials and mix design performance.

2.06 CURING MATERIALS:

- A. Curing compound shall conform to ASTM C309, Type I. Curing compound shall be white pigmented, resin based and compliant with local VOC requirements. When curing compound must be removed for finishes or grouting, it shall be of a dissipating type. Sodium silicate compounds shall not be allowed.
- B. Polyethylene sheet for use as concrete curing blanket shall be white and shall have a nominal thickness of 6 mils. The loss of moisture when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 grams per square centimeter of surface.
- C. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, have a minimum thickness of two (2) mils, and be permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.

- D. Polyethylene-coated burlap for use as concrete curing blanket shall be minimum 4-mil thick, white opaque polyethylene film impregnated or extruded into one side of the burlap. Burlap shall weigh not less than 9 ounces per square yard. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 grams per square centimeter of surface.
- E. Curing mats for use in Curing Method 6 below, shall be heavy shag rugs or carpets or cotton mats quilted at 4-inches on center. Curing mats shall weigh a minimum of 12 ounces per square yard when dry.

2.07 MISCELLANEOUS MATERIALS:

- A. Damp proofing agent shall be an asphalt emulsion conforming to ASTM D1227, Type III, Class 1.
- B. Evaporation retardant shall create a monomolecular film on the concrete. The retardant shall have no effect on cement hydration and shall meet local VOC requirements. Evaporation retardant shall not affect adhesion of curing compounds or other treatments and shall not affect the color of the concrete.
- C. Floor hardener shall be provided at the following locations:
 - 1. Surface hardener shall be system of integral hardening admixture, shake-on hardener, and surface applied liquid hardener acceptable for both indoor and outdoor applications.
 - 2. Integral hardening admixture shall be a non-chloride admixture that will produce high strength, durable, hard, non-dusting abrasive resistant concrete. Admixture shall react with the Portland cement to produce more complete hydration.
 - 3. Shake-on hardener shall be a ready to use, heavy-duty emery shake-on floor hardener. Aggregate shall consist of no less than 35% aluminum oxide. Hardener shall produce a hard, non-slip floor that will not rust.
 - 4. Surface applied liquid hardener shall be a water borne chemical hardener and dustproof. Hardener shall meet local VOC requirements and shall be a solution of silicates and fluosilicates.
- D. Reinforcement shall be per SECTION 03200.
- E. Water Stops shall be per SECTION 03100.
- F. Damp proofing agent shall be a waterborne emulsified-asphalt. Damp proofing shall be suitable for "green" or slightly damp surfaces and shall withstand normal expansion and contraction of the concrete. Damp proofing agent shall breath to allow vapors to escape. Damp proofing agent shall meet local VOC requirements.
- G. Bonding agents shall be 100% solids, epoxy adhesives conforming to the following:
 - 1. For bonding freshly-mixed, plastic concrete to hardened concrete, bonding agent shall be a medium viscosity adhesive conforming to ASTM C881 Type II, Grade 2, Class C,
 - 2. For bonding hardened concrete or masonry to steel, bonding agent shall be a non-sagging gel adhesive conforming to ASTM C881 Type I or IV, Grade 3, Class C.
- H. Vapor Barrier:
 - 1. Vapor Barrier shall consist of a composite of heavy kraft paper, asphalt, fiberglass reinforcement, and polyethylene film. The composite shall be laminated under heat and pressure.
 - 2. Vapor Barrier shall comply with federal specification UU-B-790A, Type I, Grade A, Style 4. Vapor Barrier shall have a water vapor permeance of less than 0.30 perms when tested per ASTM E96.

3. Vapor Barrier shall be installed under concrete slabs of all habitable spaces. Barrier shall be installed per the MANUFACTURER recommendations and per ASTM E1643.
- I. Non-Waterstop Joint Material:
1. Preformed Joint Material: Preformed asphalt-impregnated fiber conforming to ASTM D1751.
 2. Bond Breaker: All bond breakers shall be roofing felt or 15 mils minimum dry film thickness of bituminous paint as indicated.

2.08 CONCRETE DESIGN REQUIREMENTS:

- A. General: Concrete shall be composed of cement, admixtures, aggregates, and water of the qualities indicated. The exact proportions in which these materials are to be used for different parts of the WORK will be determined during the trial batch process. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage, and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results. All changes shall be subject to review by the VILLAGE.

B. Fine Aggregate Composition:

1. In mix designs for structural concrete, the percentage of fine aggregate in total aggregate by weight shall be as indicated in the following table.

Fine Aggregate	
Fineness Modulus	Maximum Percent
2.7 or less	41
2.7 to 2.8	42
2.8 to 2.9	43
2.9 to 3.1	44

2. For other concrete, the maximum percentage of fine aggregate of total aggregate, by weight, shall not exceed 50.
- C. Duct bank concrete shall contain an integral red-oxide coloring pigment. Concrete shall be dyed red throughout. Surface treatment to color duct banks will not be acceptable.
- D. Water/Cement Ratio and Compressive Strength:
1. Water/cement ratio is given for aggregates in saturated-surface dry condition, and total moisture of all aggregates, calculated by ASTM C566, less the absorption of the aggregate as calculated by ASTM C127 and C128, shall represent total free moisture in the aggregate to determine the water/cement ratio. Total free moisture of aggregates shall be added to batch water to estimate water content of concrete. Concrete shall have the following minimum properties:
- E. Concrete Proportions:

Type of Work	Min 28-Day Compressive Strength (psi)	Maximum Size Aggregate (in)	* Cement Content per cubic yd (lbs)	* Maximum W/C Ratio (by weight)
Structural Concrete				
Floor slabs, walls, and all other concrete items not indicated elsewhere.	3,500	1	500	0.45

* The cement content and water cement ratio are based on total cementitious material including silica fume, slag or flyash.

NOTE: The CONTRACTOR is cautioned that the limiting parameters above are not a mix design. Admixtures may be required to achieve workability required by the CONTRACTOR'S construction methods and aggregates. The CONTRACTOR is responsible for providing concrete with the required workability and strength.

- F. Adjustments to Mix Design: The CONTRACTOR may elect to decrease the water/cement ratio to achieve the strength and shrinkage requirements and/or add water reducers, as required to achieve workability. The mixes shall be changed whenever such change is necessary or desirable to secure the required strength, density, workability, and surface finish, and the CONTRACTOR shall be entitled to no additional compensation because of such changes. Any changes to the accepted concrete mix design shall be submitted to the VILLAGE for review and shall be tested again in accordance with these Specifications.
- G. When using a floor hardener, the water/cement ratio shall not be greater than specified by the hardener MANUFACTURER.

- 2.09 **CONSISTENCY:** The quantity of water in a batch of concrete shall be just sufficient, with a normal mixing period, to produce a concrete which can be worked properly into place without segregation and which can be compacted by vibratory methods to give the desired density, impermeability, and smoothness of surface. The quantity of water shall be changed as necessary, with variations in the nature or moisture content of the aggregates, to maintain uniform production of a desired consistency. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C143. The slumps shall be as follows:

Part of Work	Slump (in)
All concrete, unless indicated otherwise	3-inches plus or minus 1-inch

2.10 **MEASUREMENT:**

- A. The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment furnished by the CONTRACTOR and acceptable to the VILLAGE.

- B. Weighing tolerances:

Material	Percent of Total Weight
Cement	1
Aggregates	3
Admixtures	3

- C. The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the VILLAGE and capable of measuring the water in variable

amounts within a tolerance of one percent. The water feed control mechanism shall be capable of being locked in position so as to deliver constantly any required amount of water to each batch of concrete. A positive quick-acting valve shall be used for a cut-off in the water line to the mixer. The operating mechanism shall prevent leakage when the valves are closed.

PART 3 - EXECUTION

3.01 PROPORTIONING AND MIXING:

- A. Proportioning of the mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301.
- B. Mixing shall conform to the requirements of Chapter 7 of ACI 301.
- C. Slumps shall be as indicated herein.
- D. Retempering of concrete or mortar that has partially hardened shall not be permitted.

3.02 PREPARATION OF SURFACES FOR CONCRETING:

- A. General: Earth surfaces shall be thoroughly wetted by sprinkling prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.
- B. Vapor Barrier
 - 1. Vapor Barrier shall be installed under on-grade building floor slabs of occupiable (non-hydraulic) structures and at other locations indicated.
 - 2. Base shall be leveled, compacted, and tamped per SECTION 02200. Remove sharp edges, projection materials and roughness that might penetrate vapor barrier. Install barrier with width parallel with the direction of the pour of the concrete.
 - 3. Place, protect, and repair defects in sheet according to ASTM E1643, and the MANUFACTURER's written instructions. Seams shall be lapped and sealed in accordance with ASTM E1643.
 - 4. The CONTRACTOR shall exercise care to avoid puncturing or tearing the vapor barrier during installation. Patch punctures and tears as they occur.
- C. Joints in Concrete:
 - 1. All joints shall be installed where indicated on the Drawings or where otherwise approved by the VILLAGE. The surface of the construction joint shall be rough and prior to placement shall be cleaned and moistened with water.
 - 2. Concrete surfaces upon or against which new concrete is to be placed, where the placement of the concrete has been stopped or interrupted so that, as determined by the VILLAGE, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bonding. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, foreign material, and be roughened to a minimum 1/4-inch amplitude. Such cleaning and roughening shall be accomplished by hydroblasting, sandblasting or chipping (exposing aggregate) followed by thorough washing. Pools of water shall be removed from the surface of construction joints before the new concrete is placed.
 - 3. After the surfaces have been prepared, all approximately horizontal construction joints shall be covered with a 6-inch lift of a pea gravel mix. The mix shall be placed and spread uniformly. Wall concrete shall follow immediately and shall be placed upon the fresh pea gravel mix. If

high range water reducer is used in the wall concrete, then the pea gravel joint topping does not need to be used.

- D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work; provided that construction joints shall be made only where acceptable to the VILLAGE.
- E. Embedded Items:
 - 1. No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the VILLAGE at least four (4) hours before placement of concrete. Surfaces of forms and embedded items that have become encrusted with dried grout from previous usage shall be cleaned before the surrounding or adjacent concrete is placed.
 - 2. Inserts or other embedded items shall conform to the requirements herein.
 - 3. Reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms at locations indicated on the Drawings or shown by Shop Drawings and shall be acceptable to the VILLAGE before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.
- F. Placing New Concrete Against Old: Where new concrete is to be placed against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydroblasting, sandblasting or chipping to expose aggregate. The joint surface shall be coated with an epoxy bonding agent unless indicated otherwise by the VILLAGE.
- G. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the WORK. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, shall be the CONTRACTOR's responsibility and shall be subject to the review of the VILLAGE.
- H. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.
- I. Openings for pipes, inserts for pipe hangers and brackets, and anchors shall, where practicable, be provided during the placing of concrete.
- J. Anchor bolts shall be accurately set and shall be maintained in position by templates while being embedded in concrete.
- K. Cleaning: The surfaces of metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.03 CONVEYING:

- A. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation or loss of material.
- B. No aluminum materials shall be used in conveying any concrete.

- C. Ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR'S conveying, hoisting, and placing system shall be designed and arranged so that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the VILLAGE. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the indicated consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered.
- D. Pumping:
 - 1. If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
 - 2. The pumping equipment shall have two (2) cylinders and be designed to operate with one cylinder in case the other one is not functioning. In lieu of this requirement, the CONTRACTOR may have a standby pump on the Site during pumping.
 - 3. The minimum diameter of the hose conduits shall be in accordance with ACI 304.
 - 4. Pumping equipment and hose conduits that are not functioning properly shall be replaced.
 - 5. Aluminum conduits for conveying the concrete shall not be permitted.
 - 6. Concrete samples for slump, air content, and test cylinders will be taken at the placement end of the hose.

3.04 DELIVERY:

- A. Ready-mixed concrete shall be batched, mixed, transported and delivered in accordance with these specifications and ASTM C94 including the following supplementary requirements.
 - 1. Concrete shall be discharged within **1-1/2** hours from the time concrete was mixed, if centrally mixed, or from the time the original water was added, if transit-mixed, or before the drum has been revolved **[300]** revolutions, whichever is first.
 - 2. Truck mixers and their operation shall be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than one-inch when the required slump is 3-inches or less, or if they differ by more than 2-inches when the required slump is more than 3-inches, the mixer shall not be used on the WORK unless the causative condition is corrected and satisfactory performance is verified by additional slump tests. Mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.
 - 3. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the VILLAGE.
 - 4. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the MANUFACTURER of equipment. Additional mixing, if any, shall be at the speed designated by the MANUFACTURER of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.

3.05 PLACING:

- A. Non-Conforming Work or Materials: Concrete which during or before placing is found not to conform to the requirements indicated herein shall be rejected and immediately removed from the WORK. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced.
- B. Unauthorized Placement: No concrete shall be placed except in the presence of a duly authorized representative of the VILLAGE. The CONTRACTOR shall notify the VILLAGE in writing at least 24 hours in advance of placement of any concrete.
- C. Concrete shall not be dropped more than four (4) feet without use of chutes or tremies. Concreting shall be a continuous operation until placement of the section is complete. All concrete shall be worked around reinforcement and embedded items. If vibrators are used, care shall be taken not to segregate concrete. Vibrators will not be allowed to move concrete within the form. All forms and subgrade shall be dampened prior to placement and excess water removed.
- D. Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this SECTION.
- E. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement. As the WORK progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.
- F. Concrete shall not be dropped through reinforcement steel or into any deep form, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, means such as hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6-feet in horizontal direction. Concrete in wall forms shall be deposited in uniform horizontal layers not deeper than 2-feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in wall forms shall not exceed 5-feet of vertical rise per hour. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.
- G. Concrete with hardener shall be placed per the hardener MANUFACTURERs written recommendations.
- H. Placing New Concrete Against Old: Epoxy adhesive bonding agent shall be applied to the old surfaces according to the MANUFACTURER's written recommendations. This provision shall not apply to joints where waterstop is provided, see SECTION 03100.
- I. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F or less than 55 degrees F for sections less than 12-inches thick, nor less than 50 degrees for all other sections. The CONTRACTOR shall be entitled to no additional compensation on account of the temperature requirements.
- J. Hot Weather Placement
 - 1. Placement of concrete in hot weather shall conform to ACI 305 and the following:
 - 2. When the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed [60] minutes.
 - 3. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as pre-cooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete below 90 degrees F as it is placed.

K. Cold Weather Placement

1. Placement of concrete in cold weather shall conform to ACI 306.1, and the following:
2. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the minimum temperature.
3. Remove all ice and frost from the surfaces, including reinforcement, against which concrete is to be placed. Before beginning concrete placement, thaw the subgrade to a minimum depth of 6-inches. Reinforcement and embedded items shall be warmed to above 32 degrees F prior to concrete placement.
4. Maintain the concrete temperature above 50 degrees F for at least 72 hours after placement.

L. Order of Placing Concrete

1. The order of placing concrete in all parts of the WORK shall be acceptable to the VILLAGE. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints at the indicated locations. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least five (5) days for hydraulic structures and two (2) days for all other structures before the contiguous unit or units are placed, except that the corner sections of vertical walls shall not be placed until the two (2) adjacent wall panels have cured at least ten (10) days for hydraulic structures and 4 days for all other structures.
2. The surface of the concrete shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4-inch thick shall be tacked to the forms on these surfaces. The concrete shall be carried about 1/2-inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and laitance shall be removed.

3.06 TAMPING AND VIBRATING:

- A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete. Vibrators shall be Group 3 per ACI 309, high speed power vibrators (8,000 to 12,000 rpm) of an immersion type in sufficient number and with at least one standby unit as required. Group 2 vibrators may be used only at specific locations when accepted by the VILLAGE. [Tremie concrete shall not be vibrated.]
- B. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.
- C. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the required results within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall not contact the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.07 CURING AND DAMPPROOFING: Concrete shall be cured for a minimum of five (5) days after placement in accordance with the methods indicated below for the different parts of the WORK.

Surface to be Cured or Dampproofed	Method
Unstripped forms	1
Wall sections with forms removed	6
Construction joints between footings and walls, and between floor slab and columns	2
All concrete surfaces not specifically indicated in this Paragraph	4
Slabs not on grade	6

- A. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removal. If steel forms are used the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 7 days of placing the concrete, curing shall be continued in accordance with Method 6 below.
- B. Method 2: The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.
- C. Method 3: The surface shall be covered with moist earth not less than 4 hours or more than 24 hours after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.
- D. Method 4: The surface shall be sprayed with a liquid curing compound.
1. It shall be applied in accordance with the MANUFACTURER's printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film that will seal thoroughly.
 2. Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the 7-day curing period. If the seal is damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.
 3. Wherever curing compound has been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.
 4. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on unformed surfaces and within two (2) hours after removal of forms. Repairs to formed surfaces shall be made within the two (2) hour period; provided, however, that any such repairs which cannot be made within the said two (2) hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound.
 5. At locations where concrete is placed adjacent to a panel which has been coated with curing compound, the panel shall have curing compound reapplied to an area within 6-feet of the joint and to any other location where the curing membrane has been disturbed.
 6. Prior to final acceptance of the WORK, all visible traces of curing compound shall be removed from all surfaces in such a manner that does not damage the surface finish.
- E. Method 5:
1. Until the concrete surface is covered with curing compound, the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed. The concrete shall be given a coat of curing compound in accordance with Method 4 above. Not less than one hour or more than four (4) hours after the curing compound has been applied, the surface shall be wetted with water delivered through a fog nozzle, and concrete-

curing blankets shall be placed on the slabs. The curing blankets shall be polyethylene sheet, polyethylene-coated waterproof paper sheeting, or polyethylene-coated burlap. The blankets shall be laid with the edges butted together and with the joints between strips sealed with 2-inch wide strips of sealing tape or with edges lapped not less than 3-inches and fastened together with a waterproof cement to form a continuous watertight joint.

2. The curing blankets shall be left in place during the seven (7) day curing period and shall not be removed until after concrete for adjacent work has been placed. If the curing blankets become torn or otherwise ineffective, the CONTRACTOR shall replace damaged sections. During the first three (3) days of the curing period, no traffic of any nature and no depositing, temporary or otherwise, of any materials shall be permitted on the curing blankets. During the remainder of the curing period, foot traffic and temporary depositing of materials that impose light pressure will be permitted only on top of plywood sheets 5/8-inch minimum thickness, laid over the curing blanket. The CONTRACTOR shall add water under the curing blanket as often as necessary to maintain damp concrete surfaces at all times.
- F. Method 6: This method applies to both walls and slabs.
1. The concrete shall be kept continuously wet by the application of water for a minimum period of at least seven (7) consecutive days beginning immediately after the concrete has reached final set or forms have been removed.
 2. Until the concrete surface is covered with the curing medium, the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed.
 3. Heavy curing mats shall be used as a curing medium to retain the moisture during the curing period. The curing medium shall be weighted or otherwise held substantially in contact with the concrete surface to prevent being dislodged by wind or any other causes. Edges shall be continuously held in place.
 4. The curing blankets and concrete shall be kept continuously wet by the use of sprinklers or other means both during and after normal working hours.
 5. Immediately after the application of water has terminated at the end of the curing period, the curing medium shall be removed, the entire concrete surface shall be wetted, and curing compound shall be immediately applied to the entire surface in accordance with Method 4 above.
 6. The CONTRACTOR shall dispose of excess water from the curing operation to avoid damage to the WORK.
- G. Damp proofing:
1. The exterior surfaces of backfilled dry well walls and buried roof slabs shall be damp proofed as follows.
 2. Immediately after completion of curing the surface shall be sprayed with a damp proofing agent consisting of an asphalt emulsion. Application shall be in 2 coats. The first coat shall be diluted to one-half strength by the addition of water and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon of dilute solution. The second coat shall consist of an application of the undiluted material, and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon. Damp proofing material shall be as indicated above.
 3. As soon as the material has taken an initial set, the entire area thus coated shall be coated with whitewash. Any formula for mixing the whitewash may be used if it produces a uniformly coated white surface and remains until placing of the backfill. If the whitewash fails to remain on the surface until the backfill is placed, the CONTRACTOR shall apply additional whitewash.

3.08 CONCRETE FINISHES:

- A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions indicated are defined as tolerances and are indicated herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.
- B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects. Where architectural finish is required, it shall be as indicated.
- C. Unformed Surfaces:

After proper and adequate vibration and tamping, unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each WORK operation as necessary to prevent drying shrinkage cracks. The classes of finish for unformed concrete surfaces are designated and defined as follows: Unformed Surface Finish Schedule	
Area	Finish
Grade slabs and foundations to be covered with concrete or fill material	U1
Floors to be covered with grouted tile or topping grout	U2
Slabs not water bearing	U4
Top surface of walls subject to foot traffic	U4
Top surface of walls not subject to foot traffic	U3

1. Finish U1 - Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8-inch. No further special finish is required.
2. Finish U2 - (Float Finish)
 - a. Compact, accurately screed and float to a true uniform surface.
 - b. Surfaces shall be floated with wood or metal floats or a finishing machine using float blades. Excessive floating of surfaces while the concrete is plastic and dusting of dry cement and sand on the concrete surface to absorb excess moisture will not be permitted.
 - c. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Test surface with straightedge and eliminate high and low spots of more than 1/8-inch in ten (10) feet. Surface irregularities shall not exceed 1/4-inch.
 - d. Joints and edges shall be tooled where indicated or as determined by the VILLAGE.
3. Finish U3 - (Hand-Troweled Finish)
 - a. Finish surface as in Finish U2 - Float Finish and after the surface has hardened sufficiently to prevent excess of fine material from being drawn to the surface, trowel with steel trowel to obtain a smooth dense finish after concrete has hardened to ring under the trowel.
 - b. The finish shall produce a smooth dense uniform surface free of all irregularities, blemishes, ripples, and trowel marks.
4. Finish U4 - (Nonskid Finish)

- a. Trowel the Finish U3 - Hand-trowel Finish surface to remove local depressions or high points. In addition, the surface shall be given a light broom finish with brooming perpendicular to drainage unless otherwise indicated.
- b. The resulting surface shall be rough enough to provide a nonskid finish.

3.09 PROTECTION:

- A. The CONTRACTOR shall protect concrete against damage until final acceptance.
- B. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever precipitation is imminent or occurring.

3.10 DEFECTIVE SURFACE TREATMENTS:

- A. Patching Concrete:
 1. Patch all tie holes, honeycombs or other defects with a Portland Cement and sand grout.
 2. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, plus not less than 1/32-inch depth of the surface film from all hard portions by means of an efficient sandblast.
 3. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces underneath will remain moist but not so wet as to overcome the suction upon which a good bond depends.
 4. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. Holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section and other imperfections having a depth greater than their least surface dimension shall not be reamed but shall be repaired in an approved manner with dry-packed cement grout.
 5. The grout shall not be richer than one (1) part cement and three (3) parts sand with the amount of mixing water enough to produce a workable mix. For exposed walls, the cement shall contain such a proportion of white Portland cement as is required to make the color of the patch match the color of the surrounding concrete. The patch shall be finished in such a manner as to match the adjoining surfaces.
 6. Surfaces of repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.
- B. Defective Concrete:
 1. Any concrete which is not formed as shown on the Drawings or does not conform to the Contract tolerances or shows defects which reduce its structural adequacy, shall be removed from the job by the CONTRACTOR at his expense unless the VILLAGE grants written permission to patch the defective area.
- C. Exposed Concrete Surfaces:
 1. As soon as forms are removed, exposed surfaces shall be carefully examined and all ridges, ribs and other imperfections shall be rubbed with an abrasive stone or ground in a satisfactory manner in order to secure a smooth, uniform and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted
 2. No repairs shall be made until after inspection by the VILLAGE.

3. In no case will extensive patching of honeycombed concrete be permitted
4. Concrete containing minor voids, pinholes, honeycombing, or similar depression defects shall be repaired as indicated below.
5. Concrete containing extensive voids, holes, honeycombing, or similar depression defects shall be completely removed and replaced. Repairs and replacements shall be performed promptly.

3.11 **REINFORCEMENT**: Reinforcement shall be in accordance with SECTION 03200, of these Specifications. Concrete protection for the reinforcement shall conform to the requirements ACI 318, paragraph 7.7.1.

3.12 **CONSTRUCTION TOLERANCES**:

- A. The CONTRACTOR shall set and maintain concrete forms and perform finishing operations to ensure that the completed WORK is within tolerances. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the permissible variation from lines, grades, or dimensions indicated on the Drawings. Where tolerances are not stated in the specifications, permissible deviations will be in accordance with ACI 117.
- B. The following non-cumulative construction tolerances apply to finished walls and slab unless otherwise indicated:

Item	Tolerance
Variation of the constructed linear outline from the established position in plan.	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch
Variation from the level or from the grades indicated.	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch
Variation from plumb	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch
Variation in the thickness of slabs and walls.	Minus 1/4-inch; Plus 1/2-inch
Variation in the locations and sizes of slabs and wall openings	Plus or minus 1/4-inch

3.13 **CARE AND REPAIR OF CONCRETE**: The CONTRACTOR shall protect concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed WORK, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete.

END OF SECTION

SECTION 05521 HANDRAILS, RAILINGS, AND BOLLARDS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The WORK of this SECTION shall consist of furnishing all labor, material, and equipment necessary for the installation of handrails, railings, and bollards as shown on the Drawings and specified herein.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01300 – Submittals
 - 2. SECTION 03600 – Grout

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the publications of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American Society for Testing and Materials (ASTM)
 - a. A36 – Standard Specification for Carbon Structural Steel
 - b. A47 - Standard Specification for Ferritic Malleable Iron Castings
 - c. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 - d. A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
 - e. A116 - Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
 - f. A283 - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
 - g. A385 - Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
 - h. A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
 - i. A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
 - 2. American Welding Society (AWS)
 - a. D1.1 – Structural Welding Code – Steel
 - b. D11.2 – Guide for Welding Iron Casting
 - 3. Florida Fire Prevention Code

1.03 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. Submit Shop Drawings, signed and sealed by a Professional Engineer registered and active in the State of Florida, for all handrails and railings showing materials, configurations, dimensions, accessories, anchorage, etc.

- 1.04 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

- 2.01 MATERIALS: Comply with the requirements of the indicated specification.

- A. Steel Plates and Bars (except plates to be cold-formed): American Society for Testing and Materials ASTM A36
- B. Cold-Formed Steel Plates: ASTM A283, Grade C
- C. Cold-Finished Steel Bars: ASTM A108, grade as selected by fabricator
- D. Steel Pipe: ASTM A53, Grade B; black finish unless galvanizing is indicated; standard weight (Schedule 40) unless otherwise shown or specified
- E. Steel Finish: Shop prime paint, except where galvanized finish indicated
- F. Malleable Iron Castings: ASTM A47, grade as required
- G. Non-shrink, Nonferrous Grout: SECTION 03600
- H. Bollards: ASTM 53 Grade B, galvanized steel pipe filled with concrete

- 2.02 FABRICATION:

- A. General:
 - 1. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32-inch, unless otherwise shown.
 - 2. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the WORK.
 - 3. Hot-dip galvanize all steel railings, including pipe, fittings and other ferrous metal components after fabrication, unless otherwise indicated on the Drawings. Fabricated railing units to be galvanized shall have vent and drain holes in accordance with ASTM A385.
- B. Non-welded Connections: When acceptable to the VILLAGE, intermediate post-to-rail connections may be made using internal pipe sleeve locks and Allen screw fasteners. Locking devices that do not produce flush, smooth, rigid, hairline joints will not be acceptable. Weld other connections.
- C. Welded Connections: Cope intersections of rails and posts, weld joints and grind smooth. Butt weld end-to-end joints of railings or use welding connectors, at fabricator's option.
 - 1. At connections to steel supports, weld post directly to steel supports, unless otherwise indicated.
 - 2. Other methods of welding may be used when acceptable to the VILLAGE.
 - 3. Weld corners and seams continuously and in accordance with the recommendations of American Welding Society (AWS). Grind exposed welds smooth and flush, to match and blend with adjoining surfaces. Discoloration of finished surfaces will not be acceptable.
 - 4. Form exposed connections with flush, smooth, hairline joints, using concealed fasteners wherever possible. Use exposed fasteners of the type shown, or if not shown, use Phillips Flathead (countersunk) screws or bolts.
 - 5. Provide for anchorage of the type shown, coordinated with the supporting structure. Fabricate and space anchoring devices as shown and as required to provide adequate support.
- D. Brackets, Flanges, and Anchors:

1. Furnish cast metal brackets, flanges, and exposed anchors of the same material and finish as supported rails, unless otherwise indicated.
2. Furnish all fastenings as required for anchorage of railings to concrete or masonry work.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing handrails and railing items to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts and other connectors as required. Use railing manufacturer's standard method of installation when acceptable to the VILLAGE.
- B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation. Set the work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Fit exposed connections accurately together to form tight hairline joints. Weld connections that are not to be left as exposed joints, but cannot be shop-welded because of shipping size limitations. Grind joints smooth and touch up shop paint coat. Do not weld, cut or abrade the surfaces of units that have been coated or finished after fabrication, and are intended for field connections. Adjust railings prior to securing in place to ensure proper matching at butting joints and correct alignment throughout their length. Space posts not more than four (4) feet on centers, unless otherwise shown on the Drawings. Plumb posts in each direction. Secure posts and rail ends to building construction as follows:
 1. Anchor posts in concrete by means of pipe sleeves set and anchored into the concrete. Provide sleeves of galvanized, steel pipe, not less than six (6) inches long and having an inside diameter not less than 1/2-inch greater than the outside diameter of the inserted pipe post. Provide steel plate closure secured to the bottom of the sleeve and of width and length not less than one (1) inch greater than the outside diameter of the sleeve. After the posts have been inserted into the sleeves, fill the annular space between post and sleeve solid with nonshrink, nonferrous grout. Cover anchorage joint with a round metal flange to match post.
- C. Secure handrails to walls with wall brackets and end fittings. Provide brackets with not less than 1-1/2 inches clearance from inside face to handrail to the finish wall surface. Drill wall plate portion of the bracket to receive one bolt, unless otherwise indicated for concealed anchorage. Locate brackets as indicated or, if not indicated, at not more than eight (8) feet on center. Provide flush-type wall return fittings with the same projection as that specified for wall brackets. Secure wall brackets and wall return fittings to building construction as follows:
 1. For concrete and solid masonry anchorage, use stainless steel epoxy-set anchors.
 2. For hollow masonry anchorage, use Hilti HIT-HY 20 for Masonry Anchoring System, manufactured by Hilti Corporation, Tulsa, OK.
 3. For drywall anchorage, provide horizontal wood blocking connecting consecutive studs, use toggle bolts having square heads.
- D. Bollards:
 1. Refer to the Drawings for pipe diameters.
 2. Erect bollards plumb and aligned and located as shown on civil drawings, footings as shown on the Drawings. Fill steel pipes with 3,500 pounds per square inch (psi) concrete and finish top smooth and convex. Paint and finish as required by the VILLAGE. Unless otherwise indicated, paint as specified for structural work in SECTION 05100.

END OF SECTION



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Material Storage Bays at Main Water Treatment Plant

Addendum No. 1

August 17, 2020

BIDS DUE: 2:00 PM, Local Time, August 19, 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 Material Storage Bays at Main Water Treatment Plant 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

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 SECTION 00430 BID BOND FORM

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: How do questions for the bid get submitted?

Response 1: Questions should be submitted via email to the Village Clerk at kwynn@vpsfl.org.

Question 2: The bid bond form in the bid package has a different bid due date than that indicated on the invitation to bid.

Response 2: A revised Bid Bond Form with the correct bid date is provide as Attachment 2 in this amendment.

Question 3: What is the Engineer's estimate of cost for the project?

Response 3: The Engineer's estimate of cost is \$70K.

Question 4: In the bid documents, it states that "Audited balance sheets for the last 3 years" are required. Do these documents have to be audited? If so, would another form of proof for financials be accepted?

Response 4: Only audited balance sheets will be accepted.

ATTACHMENT 2

SECTION 00430 BID BOND FORM

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: August 19, 2020

Description (*Material Storage Bays at Main Water Treatment Plant*): Construct a cast-in-place structure to serve as a material storage facility.

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

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature 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.



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Public Service

ITEM 6.7: Authorize Vehicle Purchase - Piggyback - Public Service Department (FY 2021 Budget Funded) - Florida Sheriff's Association/Florida Association of Counties (Duval Ford)

SUMMARY:

The Public Service Department has a need to purchase vehicles to support the daily operational services and activities provided by the Public Works and Utilities Divisions to our community. To ensure the lowest possible price, staff is recommending that the Village piggyback the current Florida Sheriff's Association & Florida Association of Counties contract that were awarded to various vendors (including Duval Ford). This selection by the Florida Sheriff's Association & Florida Association of Counties was completed through a competitive selection process – Pursuit, Administrative & Other Vehicles (Bid #FSA20-VEL28.0 - October 1, 2020) and Cab & Chassis Trucks & Heavy Equipment (Bid #FSA20-VEH18.0 - October 1, 2020).

Within the FY 2021 General Fund and Utilities Enterprise budgets, the Village Council approved \$71,000 (Public Works - \$35,000 and Utilities - \$36,000) to be used for the purchase of vehicles for the Public Works and the Utilities Divisions. Through the Sheriff's Association & Florida Association of Counties' bid, the Public Service Department obtained the following vehicle pricing:

Public Works Division:

- One (1) 2021 Ford F-250 pickup truck \$35,958

Utilities Division:

- One (1) 2021 Ford F-250 pickup truck \$35,958

If approved, the Village would accept Duval Ford's pricing by piggybacking the Florida Sheriff's Association & Florida Association of Counties' contract including all terms, conditions and pricing therein. The term of the contract is set to expire on September 30, 2022. An internal budget transfer or amendment to support this project above the budgeted amount will be completed within the General Fund (Public Works) later, if necessary. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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 vehicle purchases were reviewed by the Village Attorney, the Public Service Director/Engineer, Assistant Public Service Director/Engineer and the Finance Director.

The Village has purchased vehicles from this vendor and manufacturer previously and has provided good service and a quality product.

FISCAL IMPACT:

Funds to support these purchases are available within the FY 2021 Budget - General Fund & Water & Sewer Enterprise Fund.

<i>Allocated/Estimated Project Funding:</i>	
FY 2021 Approved Budget - Vehicles - General Fund (Public Works)	\$35,000
FY 2020 Approved Budget - Vehicles - Water & Sewer Fund - (Utilities)	\$36,000
Total Project Funding - General Fund & Water & Sewer Fund	\$71,000

Expected Project Costs:

Vehicle Request - 1 Vehicle (Public Works)	\$35,958
Vehicle Request - 1 Vehicle (Utilities)	\$35,958
Total Project Request/Cost - General Fund & Water & Sewer Fund	\$71,916

The Village will not expend more than the amount in the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this project above the budgeted amount will be completed within the General Fund (Public Works) later, if necessary.

ATTACHMENTS:

Vehicle Quotes - 2020 Ford F-250 - Duval Ford - Public Works & Utilities

Contract Terms & Conditions (FSA20 - VEL28.0)

Award Letter (FSA20 - VEL28.0)

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

VILLAGE OF PALM SPRINGS (MAINTENANCE)

Prepared for:		Contract Holder	DATE:
VILLAGE OF PALM SPRINGS (MAINTENANCE) MIKE WOOD 561-723-3855 mwood@vpsfl.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH	10/29/20
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 140	2021 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 22,961.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	534	HEAVY DUTY TOWING PACKAGE	\$ 1,445.00
0	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
0	SPRAY SB	SPRAY IN BEDLINER TO INCLUDE TOPS	\$ 945.00
0	SPRAY BPR	SPRAY REAR BUMPER	\$ 210.00
0	TINT 1	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP	\$ 265.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	76C	BACKUP ALARM	\$ 139.00
0	CAMLOC	RELOCATE CAMERA ONCE SERVICE BODY IS COMPLETE	\$ 285.00
0	8SB	KNAPHEIDE SERVICE BODY (696J)	\$ 7,600.00
0	31V	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	\$ 625.00
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)	\$ 675.00
0	LED PKG 2	WHELEN 16" MINI LED LIGHT BAR INSTALLED ON ROOF (AMBER WITH AMBER LENS)	\$ 495.00
0	INCL	LIGHTS HOOKED TO (1) SWITCH	NC
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS			
UNIT COST			\$ 35,958.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 35,958.00

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association “FSA”, using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs 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 the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees 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 vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A



Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.
Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

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Appendix B

FSA CONTRACT ZONE MAP



FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
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Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

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Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

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>.

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 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>.



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Police

ITEM 6.8: Authorize Vehicle Safety Equipment Purchase and Installation – Piggyback - Police Department (FY 2021 Budget Funded) - Strobes-R-Us

SUMMARY:

The Police Department has a need to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that are provided by our Police Officers. To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Broward County Sheriff's Office contract awarded to Strobes-R-Us. This selection by the Broward County Sheriff's Office was completed through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RFP #18006AG – May 8, 2018).

Within the FY 2021 budget, the Village Council approved \$325,000 to be used for the purchase of nine (9) police vehicles (six [6] marked police vehicles and three [3] unmarked vehicles) and associated graphics and equipment. Through the Broward County Sheriff's Office bid, the Police department was able to obtain a price of \$55,509.96 to purchase the necessary emergency equipment and lighting to outfit the following vehicles:

<u>Equipment Purchase</u>	<u>Total Cost</u>
Five (5) 2021 Chevrolet Tahoe 1500 marked patrol vehicles	\$45,784.50
Two (2) 2021 unmarked patrol vehicles	\$ 4,741.50
One (1) 2021 Chevrolet Silverado Marked patrol vehicle	\$ 4,983.96
Total Equipment Purchase:	\$55,509.96

Note: One (1) of the four (4) unmarked police vehicles is not proposed to be outfitted with safety equipment (lights/siren) due to the department's planned use for this vehicle.

If approved, the Village would accept Strobes-R-Us pricing by piggybacking the Broward County Sheriff's Office Invitation to Bid/RFP #18006AG (Agreement by and between Scott J. Israel as Sheriff of Broward County, Florida and Strobe-R-Us, Inc., for Emergency Equipment for Vehicles for Broward Sheriff's Office) including all terms, conditions and pricing therein. The term of the contract is set to expire on May 9, 2021. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

The proposed Agreement has been prepared by the Village Attorney and reviewed by the Police Chief and the Finance Director.

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

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2021 Budget - General Fund

Allocated/Estimated Project Funding:	Amount
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

Expected Project Costs:	Amount
Total Vehicle Request - 6 Marked Vehicles	\$193,494.00
Total Vehicle Request - 3 Unmarked Vehicles	\$ 66,205.00
Total Safety Equipment - 8 Vehicles	\$ 55,509.96
Total In-Car Camera Cost - 6 Vehicles	\$ 32,860.50
Total Project Request/Cost - General Fund	\$348,069.46

Note: The Police Department is proposing to purchase nine (9) vehicles: six (6) marked and three (3) unmarked. Four (4) of the nine (9) vehicles, three (3) unmarked and one (1) marked, were purchased from four different vendors and each purchase was below the Village's

purchasing threshold required for Council approval. Additionally, one (1) unmarked vehicle is not expected to be outfitted with safety equipment (lights/siren) and only the six (6) marked vehicles will be outfitted with in-car cameras.

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 for the Purchase and Installation of Emergency Equipment - Strobes-R-Us

Broward Sheriff's Office - Emergency Equipment for Law Enforcement Vehicles - RFP #18006AG

Approval to Piggyback - Strobes-R-Us

Village Code of Ordinances -Section 58-9 Assessing Contracts of Other Government Agencies

Proposed Equipment and Installation Quotes - Strobes R Us

AGREEMENT FOR THE PURCHASE OF EMERGENCY EQUIPMENT

This Agreement for the purchase and installation of emergency equipment ("Agreement" hereafter) is made as of the 4TH day of JUNE, 2018, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Strobes-RUs, Inc.**, 2681 Hammondville Road, Pompano Beach, FL 33069 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and install emergency equipment for law enforcement vehicles to the VILLAGE; and,

WHEREAS, the Broward Sheriff's Office through its competitive selection process awarded the Contract for the purchase and installation of emergency equipment for law enforcement vehicles (RFP #18006AG) ("Broward Sheriff's Office Contract" hereafter) to the VENDOR for substantially the same equipment sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase and installation of emergency equipment for law enforcement vehicles based on the terms and conditions of the Broward Sheriff's Office Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Broward Sheriff's Office Contract including all terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Broward Sheriff's Office Contract. The Broward Sheriff's Office 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 the Broward Sheriff's Office under the Broward Sheriff's Office Contract and all associated and applicable Contract Documents as defined therein and which shall include RFP No. 18006AG. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Broward Sheriff's Office Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Broward Sheriff's Office Contract and pricing therein, the VENDOR shall supply and install emergency equipment on law enforcement vehicles as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Broward Sheriff's Office Contract.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Broward Sheriff's Office Contract (including all Contract Documents as defined therein including the Bid documents); and,

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; and
- C. Broward Sheriff's Office Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Broward Sheriff's Office Contract. 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 by the Broward Sheriff's Office Contract, or as provided. 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 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 Broward Sheriff's Office Contract.
- 6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.

- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax.
- 7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any

negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

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

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

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

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

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

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **Strobes-R-US, Inc.**

By: _____

Print Name: Jeffrey M. Hanning

Title: VICE PRESIDENT

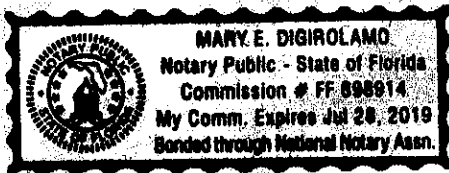
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16TH day of JUNE, 2018
by JEFFREY HANINA, as VICE PRESIDENT of Strobes-R-US., a company
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

Mary E. DiGirolamo
Print Name: MARY E. DIGIROLAMO
My commission expires: 7/28/2019





DATE: May 8, 2018 18M-133

MEMO TO: Colonel Tom Harrington, Department of Administration

THROUGH: Ronald M. Gunzburger, General Counsel/Exec. Director  DS

THROUGH: Terrence O. Lynch, Senior Assistant General Counsel  DS
Office of the General Counsel

FROM: Stephen Muffler, Assistant General Counsel  DS
Office of the General Counsel

SUBJECT: Agreement for Execution: Strobes-R-Us, Inc. ("Contractor") (18C-058)

Enclosed for your electronic signature, please find Agreement between BSO and the following:

Agreement Summary

Parties: Strobes-R-Us, Inc.

Purpose: Contractor to provide services of Supplying and Installing and/or Repairing and/or Replacing Emergency Equipment for Public Safety Vehicles of the BSO Fleet

Consideration: The quote/estimate shall be based upon the rates set forth in Exhibit B. Including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B.

Term: The initial term of this Agreement shall be three (3) years commencing nunc pro tunc on May 10, 2018 and expiring on May 9, 2021, unless otherwise extended or terminated in accordance with the terms of this Agreement.

BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing Contractor with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein..

Special Conditions: BSO shall have the right to terminate this Agreement without cause by providing Contractor with thirty (30) calendar days written notice.

In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide Contractor with thirty (30) days written notice of termination.

Approved by: Colonel Tom Harrington, Department of Administration
Major Jonathan Appel, Department of Administration
Neesa Warlen, Director, Purchasing Administration
Auret Gil, Manager, Purchasing Administration
Scott Barnett, Fleet Manager, Fleet Control

SM/sg
Enclosures

AGREEMENT
BY AND BETWEEN
SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
STROBES-R-US, INC.
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 7th day of May, 2018 by and between the SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and STROBES-R-US, INC. a Florida corporation, authorized to do business in the State of Florida with its principal place of business at 2681 Hammondville Road, Pompano Beach, Florida 33069 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, BSO issued RFP #18006AG (attached hereto and marked as Exhibit A) requesting proposals for Supplying and Installing and/or Repairing and/or Replacing Emergency Equipment for Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this Agreement is Scott Barnett, BSO Fleet Manager or his designee.
- 1.5 **Contractor** shall mean Strobes-R-US, Inc. and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of

making corrections to the satisfaction of BSO.

SECTION II

TERM

- 2.1 The initial term of this Agreement shall be three (3) years commencing *nunc pro tunc* on May 10, 2018 and expiring on May 9, 2021, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III

OBJECTIVES AND PERFORMANCE STANDARDS

- 3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:
- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost effective manner possible;
 - b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
 - c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;
 - d. Provide the best value in terms of the quality and timely performance of Services;

- e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
- f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
- g. Maintain an open communication with BSO's Contract Administrator and staff;
- h. Establish and/or maintain a safety program that meets the highest industry standards;
- i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
- j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
- k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
- l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon

thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be

paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases.

SECTION V

SCOPE OF SERVICES

- 5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. – 5:30 p.m., Monday through Friday, 8:00 a.m. – 2:00 p.m. Saturday.
- 5.2 CONTRACTOR will provide Services for SHERIFF's vehicles in accordance with BSO's RFP #18006AG, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RFP #18006AG which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:
- a. **Estimate Requirements:** All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S

facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section "VI" of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

- b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.
- c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.
- d. Reporting Quarterly: CONTRACTOR shall furnish the BSO with quarterly reports showing the dollar amount for the total work performed within that

quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure that the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body shop dust, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being

returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and SHERIFF badge, logo and SHERIFF markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.
- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S

Facility(ies).

- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance, and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to Sheriff's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.3 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such

parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is

being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than thirty-five (\$35.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing 24 hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at anytime.

SECTION VI

CONSIDERATION/INVOICING

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered

pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the first year of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number

- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours
- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely

responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII

TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII

HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX

REWORK

- 9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.
- 9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the

case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X

LIABILITY/INDEMNIFICATION

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to

CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI

DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

(a) accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);

(b) check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and

(c) If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII

CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

SECTION XIII

CONTRACTOR'S FACILITY(IES)

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV

EQUIPMENT, TOOLS, AND FURNITURE

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to

efficiently perform the Services described herein.

- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV
PERMITS, TAXES, AND LICENSES

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI
INSURANCE

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or

Organization endorsement, or similar endorsement to the liability policies.

- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- 16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:
- a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
 - b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two

million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).
- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be 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 coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
- e. Garage Keepers Liability Insurance: CONTRACTOR must carry Garage Keepers Liability insurance policy or policies for loss covering perils of fire, vandalism, theft, and damage to tow vehicles in the amount of no less than one million dollars (\$1,000,000.00) and to

include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Keepers Legal Liability insurance of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) per occurrence.

- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.
- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII

INSPECTION OF WORK

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX

WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors as follows:

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible.

CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle.
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX

REPORTING / RECORDS

20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model

and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty four hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance

which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
- (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records-

provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, - at BSO or designee's sole option, within a reasonable time at no cost to BSO.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.
- (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745

**Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL,
BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI
MEETINGS

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII
ANNUAL PERFORMANCE REPORT

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII
INDEPENDENT CONTRACTOR

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV
SUBCONTRACTING

- 24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.
- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV

TERMINATION

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.
- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- CONTRACTOR'S violation of the Public Records Act;
- The insolvency, bankruptcy or receivership of CONTRACTOR;
- CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements ; or
- CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI

WAIVER

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII

SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII
ENTIRE AGREEMENT

This Agreement, including this documents and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital

status, or physical or mental disability.

- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI
CONFIDENTIALITY

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.
- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to insure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the

special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
- b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
- c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
- d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
- e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles .

31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result

in termination of this Agreement and may cause CONTRACTOR debarment.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Fleet Manager

Sheriff's Office of Broward County

2601 W. Broward Boulevard

Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:

Tomer R. Hanina
2681 Hammondville Road
Pompano Beach, Florida 33069

SECTION XXXVI

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII

MISCELLANEOUS

37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

37.2 In the event either party brings an action against the other to enforce any conditions

or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed

in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[Signature page to follow]

**SERVICE AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES BY AND
BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA
AND STROBES-R-US, INC.**

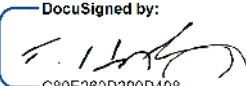
CONTRACTOR: STROBES-R-US, INC.


Authorized Representative *Tomer Hanina*
EIN # 202790506

Date: 5-7-2018

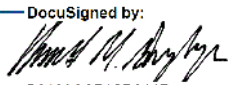
BSO

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: 
C89E260D290D408...
Colonel Tom Harrington, Executive Director
Department of Administration

Date: 5/8/2018 | 23:25 PM EDT

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: 
B0198CC71CB844F...
Ronald M. Gunzburger, General Counsel/Executive Director

Date 5/8/2018 | 17:45 PM EDT

EXHIBIT A
BSO RFP #18006AG

**Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RFP # 18006AG
Emergency Equipment for Vehicles for Broward Sheriff's Office**

Auret Gil

Bid 18006AG

Emergency Equipment for Vehicles for Broward Sheriff's Office

Bid Number 18006AG
 Bid Title Emergency Equipment for Vehicles for Broward Sheriff's Office

Bid Start Date In Held
 Bid End Date Mar 1, 2018 3:00:00 PM EST
 Question & Answer End Date Feb 20, 2018 3:00:00 PM EST

Bid Contact Auret Gil
 954-831-8173
 Auret_Gil@sheriff.org

Bid Contact Sandra Kent
 954-327-8716
 Sandra_Kent@sheriff.org

Contract Duration **3 years**
 Contract Renewal 2 annual renewals
 Prices Good for **120 days**

Bid Comments

The Broward Sheriff's Office (BSO) will receive formal sealed Proposals and Statement of Qualifications and Experience for "Emergency Equipment for Vehicles for Broward Sheriff's Office" until 3:00 p.m. on March 1, 2018.

All communications regarding this solicitation must be submitted through Bidsync.

Responses to this solicitation will be accepted through Bidsync only. Proposals submitted by mail, e-mail, fax, etc. will not be accepted.

Scope of the services to be provided and submittal format is detailed in the Request for Proposals (RFP) document. Insurance is required.

This RFP will result in an Open-End Contract. No guarantee is expressed or implied as to the total quantity of units to be purchased under any open-end contract.

Estimated quantities will be used for bid comparison purposes only.

BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

At BSO's sole discretion, BSO will award this RFP to the Proposer(s) that BSO determines is the best qualified to perform the services.

Attachment A Alternative or Equivalent Bundled Product Price Sheet and Attachment B Proposer's Current and Past Contracts over the last 8 years must be download and completed. Once completed it must be uploaded to Bidsync with your response.

Item Response Form

Item 18006AG--01-01 - PATROL DODGE CHARGER SETUP
 Quantity 200 each
 Unit Price

Delivery Location	Broward Sheriff's Office
	<u>Fleet</u>
	2001 NW 31st Ave.
	Ft. Lauderdale FL 33311
	Qty 200

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

Patrol Dodge Charger Setup must include the following: (Pricing must include price for all parts and labor)

WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF

CENCOM **Carbide System** SIREN WITH FULL TOUCHPAD

HORN TRANSFER FOR SIREN

SECONDARY SIREN AMP FOR DUAL TONE FUNCTION

2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN

80 AMP WATERPROOF CIRCUIT BREAKER

TREMCO ANTI THEFT DEVICE

REAR DECK 8 POD WARNING AND ARROW STICK

GO RHINO PUSH BUMPER

2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER

6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY

2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER

UPGRADE UNITY SPOTLIGHT BULB TO LED

FULL CONSOLE WITH:

ARM REST TO HOLD PENTAX/BROTHER PRINTER

WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA

COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE

HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER

THREE OUTLET CIGAR PLUG ON CONSOLE

DUAL CUP HOLDER

SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER

PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN

ACTIVATE HEADLIGHT FLASHER

ACTIVATE TAIL LIGHT FLASHER

PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL

REAR ABS SEAT

DISABLE REAR WINDOW SWITCHES

DISABLE REAR DOOR LOCKS

PAIR OF REAR WINDOW BARS

SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET

LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

--	--

Item **18006AG--01-02 - PATROL FORD INTERCEPTOR SUV SETUP**

Quantity **200 each**

Unit Price

Delivery Location	Broward Sheriff's Office
	<u>Fleet</u>
	2001 NW 31st Ave.
	Ft. Lauderdale FL 33311
	Qty 200

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

Patrol Ford Interceptor SUV setup must include the following:

WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF

CENCOM **Carbide System** SIREN WITH FULL TOUCHPAD
 HORN TRANSFER FOR SIREN
 SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
 2 LED'S IN SIDE CARGO WINDOWS
 80 AMP WATERPROOF CIRCUIT BREAKER
 TREMCO ANTI THEFT DEVICE
 REAR WINDOW 6 POD WARNING AND ARROW STICK
 GO RHINO PUSH BUMPER
 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER
 UPGRADE UNITY SPOTLIGHT BULB TO LED
 FULL CONSOLE WITH:
 ARM REST TO HOLD PENTAX/BROTHER PRINTER
 WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA
 COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
 HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
 THREE OUTLET CIGAR PLUG ON CONSOLE
 DUAL CUP HOLDER
 SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
 PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
 HIGH BEAM WIG WAG FLASHER
 2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE)
 2 HIDE A WAY LED'S IN REAR TAIL LIGHTS
 PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL
 PRO-GARD REAR CARGO BARRIER
 ABS SEAT REPLACES REAR OEM SEATS
 DISABLE REAR WINDOW SWITCHES
 DISABLE REAR DOOR LOCKS
 PAIR OF REAR WINDOW BARS
 LOCK BOX WITH RISER STAND IN REAR CARGO AREA
 SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
 LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

Item **18006AG--01-03 - UNDERCOVER DETECTIVE SEDAN SETUP**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER DETECTIVE SEDAN SETUP TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor
 (VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU)

WHELEN HHS HAND HELD SIREN

HORN TRANSFER FOR SIREN

2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)

2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS

80AMP WATERPROOF CIRCUIT BREAKER

REAR 8 POD WARNING AND ARROW STICK ON REAR DECK

SPEAKER

THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE

HIGH BEAM WIG WAG FLASHER
 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

Item **18006AG--01-04 - UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE THE FOLLOWING: Pricing must include parts and labor
 (VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE)
 WHELEN HHS HAND HELD SIREN
 HORN TRANSFER FOR SIREN
 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)
 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS
 80AMP WATERPROOF CIRCUIT BREAKER
 REAR 8 POD WARNING AND ARROW STICK ON REAR DECK
 SPEAKER
 THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
 HIGH BEAM WIG WAG FLASHER
 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

Item **18006AG--01-05 - BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE**

Quantity **50 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 50

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE

(VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, Chevy Silverado1500 & 2500, Dodge Ram 1500 & 2500)
 50AMP WATERPROOF CIRCUIT BREAKER
 2 LED'S IN GRILL
 REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER
 THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
 HIGH BEAM WIG WAG FLASHER



Strobes-R-Us

2681 Hammondville Road
Pompano Beach, Fl. 33069

Ph: (954) 946-9955

Fax (954) 946-9677

June 5, 2018

Village of Palm Springs
Chief Ceccarelli
226 Cypress Lane
Palm Springs, FL 33461-1699

To Whom It May Concern:

Strobes-R-Us, Inc. has been awarded the BSO RFP #18006AG effective May 10, 2018.

This RFP is eligible to be Piggybacked by any Municipality in the state of Florida. It is a 3 year RFP with two consecutive year option to renew.

We welcome The Village of Palm Springs to Piggyback off of this contract, and look forward to your continued business.

If you have any questions, please do not hesitate to give us a call.

Best regards,

Mary DiGirolamo
Accounting Manager
Strobes-R-Us, Inc.
Phone 954-946-9955
mary@srus.com

paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases.

SECTION V

SCOPE OF SERVICES

- 5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. – 5:30 p.m., Monday through Friday, 8:00 a.m. – 2:00 p.m. Saturday.
- 5.2 CONTRACTOR will provide Services for SHERIFF's vehicles in accordance with BSO's RFP #18006AG, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RFP #18006AG which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:
- a. **Estimate Requirements:** All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S

Sec. 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 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.

Before any purchase controlled by this section can be made, vendors shall comply with all village requirements (see section on vendor qualifications/selection). A copy of the contract and/or award documents shall be obtained from the applicable government agency. If these documents are not available, copies of specific pages with information on the contract (or bid) number and its expiration date, terms and conditions, the goods and/or services description and unit pricing, warranty period, and other pertinent information shall be obtained. When accessing another governmental agency's contract, the user department must be careful to review the terms and condition of that contract, noting that vendors can provide goods and/or services only in those categories in which they were awarded on the competitively solicited proposal or bid.

The village manager must approve all village purchases from government agency contracts which are anticipated to have a total value of up to \$25,000.00. The council must approve all village purchases from government agency contracts which are anticipated to have a total value of more than \$25,000.00.

(Ord. No. 2013-37, § 3, 1-9-2014)

STROBES-R-US

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

Official Estimate



Date	Estimate #
11/18/2020	23911

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 **THIS QUOTE UPGRADES CONTROLLER TO WHELEN CARBIDE FOR OBD2 CONNECTIVITY **			
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT	1	2,295.00	2,295.00
STPKT*	WHELEN LIST \$ WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR)	1	0.00	0.00
CCSRN5	INCLUDED IN PACKAGE CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE	1	0.00	0.00
CC5K2	INCLUDED IN PACKAGE INSTALL KIT FOR CCSRN5, FOR TAHOE	1	0.00	0.00
CANCTL7	INCLUDED IN PACKAGE CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC	1	0.00	0.00
SA315P	INCLUDED IN PACKAGE SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00
SAK70	INCLUDED IN PACKAGE CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET	1	0.00	0.00
183-0008	INCLUDED IN PACKAGE Circuit breaker, 50 amp thermal with manual reset, surface mount	1	48.75	48.75
75551	D&R LIST \$ 65.00 EACH 75 AMP RELAY	1	39.00	39.00
TLIJ	NON CONTRACT ITEM FROM WAYTEK ION T-SERIES LINEAR SPLIT R/B	2	74.25	148.50
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



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11/18/2020	23911

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
SRUS-4X-T	WHELEN LIST \$ 135.00 EACH "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 HELLA LIST \$ 19.00 EACH	2	10.45	20.90
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"	1	30.93	30.93
		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



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11/18/2020	23911

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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 #229			
Product	Description	Qty	Cust. Price	Total
C-ARM-103	HAVIS LIST \$ 47.59 EACH Armrest for top mount, console, large pad	1	82.99	82.99
C-MD-112	HAVIS LIST \$ 127.67 EACH Tilt/swivel slide motion adapter	1	221.36	221.36
C-HDM-214	HAVIS LIST \$ 340.55 EACH 8.5" Heavy Duty Telescoping Pole, side mount	1	83.66	83.66
UT-1006	HAVIS LIST \$ 128.70 EACH) Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON	1	148.46	148.46
ASMTL-00331	PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	9.86	9.86
D2951	LIND LIST \$ 10.95 EACH Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	90.00	90.00
PRPSP5714T21A	PRO-GARD LIST \$ 120.00 EACH **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	1	744.75	744.75
S5705T21	PRO-GARD LIST \$ 993.00 EACH Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE	1	975.00	975.00
WB57NPT21	PRO-GARD LIST \$ 1300.00 EACH 2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS	1	198.00	198.00
SC-920-SRU-HORIZONTAL	PRO-GARD LIST \$ 264.00 EACH CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS	1	231.96	231.96
M844282-A	SANTA CRUZ LIST \$ 289.95 EACH Cargo Light Type 3 with Illuminated high/low power switch	1	88.92	88.92
			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



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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
RL7019	NON CONTRACT ITEM BY MAXXIMA MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE	1	115.75	115.75
INSTALL	NON CONTRACT ITEM 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 #
11/18/2020	23911

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 LEGACY 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 CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF 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 #
11/18/2020	23911

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		\$9,156.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,156.90
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 #
11/18/2020	23929

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 **THIS QUOTE UPGRADES CONTROLLER TO WHELEN CARBIDE FOR OBD2 CONNECTIVITY **			
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$	1	2,295.00	2,295.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K2	INSTALL KIT FOR CCSRN5, FOR TAHOE INCLUDED IN PACKAGE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED IN PACKAGE	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	2	74.25	148.50
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	

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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 #230			
Product	Description	Qty	Cust. Price	Total
SRUS-4X-T	WHELEN LIST \$ 135.00 EACH "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 HELLA LIST \$ 19.00 EACH	2	10.45	20.90
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"	1	30.93	30.93
		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

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 #230			
Product	Description	Qty	Cust. Price	Total
C-ARM-103	HAVIS LIST \$ 47.59 EACH Armrest for top mount, console, large pad	1	82.99	82.99
C-MD-112	HAVIS LIST \$ 127.67 EACH Tilt/swivel slide motion adapter	1	221.36	221.36
C-HDM-214	HAVIS LIST \$ 340.55 EACH 8.5" Heavy Duty Telescoping Pole, side mount	1	83.66	83.66
UT-1006	HAVIS LIST \$ 128.70 EACH) Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON	1	148.46	148.46
ASMTL-00331	PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	9.86	9.86
D2951	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	90.00	90.00
PRPSP5714T21A	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	744.75	744.75
S5705T21	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITH POLY 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	975.00	975.00
WB57NPT21	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	198.00	198.00
SC-920-SRU-HORIZONTAL	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	231.96	231.96
M844282-A	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	88.92	88.92
		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 #230			
Product	Description	Qty	Cust. Price	Total
RL7019	NON CONTRACT ITEM BY MAXXIMA MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE	1	115.75	115.75
INSTALL	NON CONTRACT ITEM 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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Reference	2021 TAHOE PATROL #230			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LEGACY 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 CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF 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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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
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		\$9,156.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,156.90
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 #
11/18/2020	23930

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 **THIS QUOTE UPGRADES CONTROLLER TO WHELEN CARBIDE FOR OBD2 CONNECTIVITY **			
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$	1	2,295.00	2,295.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K2	INSTALL KIT FOR CCSRN5, FOR TAHOE INCLUDED IN PACKAGE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED IN PACKAGE	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	2	74.25	148.50
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	

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POMPANO BEACH, FL 33069

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Date	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 #231			
Product	Description	Qty	Cust. Price	Total
SRUS-4X-T	WHELEN LIST \$ 135.00 EACH "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 HELLA LIST \$ 19.00 EACH	2	10.45	20.90
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"	1	30.93	30.93
		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 #231			
Product	Description	Qty	Cust. Price	Total
C-ARM-103	HAVIS LIST \$ 47.59 EACH Armrest for top mount, console, large pad	1	82.99	82.99
C-MD-112	HAVIS LIST \$ 127.67 EACH Tilt/swivel slide motion adapter	1	221.36	221.36
C-HDM-214	HAVIS LIST \$ 340.55 EACH 8.5" Heavy Duty Telescoping Pole, side mount	1	83.66	83.66
UT-1006	HAVIS LIST \$ 128.70 EACH) Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON	1	148.46	148.46
ASMTL-00331	PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	9.86	9.86
D2951	LIND LIST \$ 10.95 EACH Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	90.00	90.00
PRPSP5714T21A	PRO-GARD LIST \$ 120.00 EACH **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	1	744.75	744.75
S5705T21	PRO-GARD LIST \$ 993.00 EACH Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE	1	975.00	975.00
WB57NPT21	PRO-GARD LIST \$ 1300.00 EACH 2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS	1	198.00	198.00
SC-920-SRU-HORIZONTAL	PRO-GARD LIST \$ 264.00 EACH CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS	1	231.96	231.96
M844282-A	SANTA CRUZ LIST \$ 289.95 EACH Cargo Light Type 3 with Illuminated high/low power switch	1	88.92	88.92
		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 #231			
Product	Description	Qty	Cust. Price	Total
RL7019	NON CONTRACT ITEM BY MAXXIMA MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE	1	115.75	115.75
INSTALL	NON CONTRACT ITEM 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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Reference	2021 TAHOE PATROL #231			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LEGACY 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 CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF 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 #
11/18/2020	23930

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
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		\$9,156.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,156.90
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 #
11/18/2020	23931

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 **THIS QUOTE UPGRADES CONTROLLER TO WHELEN CARBIDE FOR OBD2 CONNECTIVITY **			
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$	1	2,295.00	2,295.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K2	INSTALL KIT FOR CCSRN5, FOR TAHOE INCLUDED IN PACKAGE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET INCLUDED IN PACKAGE	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	2	74.25	148.50
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	

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POMPANO BEACH, FL 33069

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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 #232			
Product	Description	Qty	Cust. Price	Total
SRUS-4X-T	WHELEN LIST \$ 135.00 EACH "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 HELLA LIST \$ 19.00 EACH	2	10.45	20.90
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"	1	30.93	30.93
		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

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 #232			
Product	Description	Qty	Cust. Price	Total
C-ARM-103	HAVIS LIST \$ 47.59 EACH Armrest for top mount, console, large pad	1	82.99	82.99
C-MD-112	HAVIS LIST \$ 127.67 EACH Tilt/swivel slide motion adapter	1	221.36	221.36
C-HDM-214	HAVIS LIST \$ 340.55 EACH 8.5" Heavy Duty Telescoping Pole, side mount	1	83.66	83.66
UT-1006	HAVIS LIST \$ 128.70 EACH) Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON	1	148.46	148.46
ASMTL-00331	PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	9.86	9.86
D2951	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 10.95 EACH	1	90.00	90.00
PRPSP5714T21A	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 120.00 EACH	1	744.75	744.75
S5705T21	**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	975.00	975.00
WB57NPT21	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	198.00	198.00
SC-920-SRU-HORIZONTAL	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 264.00 EACH	1	231.96	231.96
M844282-A	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	88.92	88.92
		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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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
RL7019	NON CONTRACT ITEM BY MAXXIMA MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE	1	115.75	115.75
INSTALL	NON CONTRACT ITEM CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	29	55.00	1,595.00
Sales Tax (7.00%)				\$0.00
Phone #				Web Site
954-946-9955				WWW.STROBES-R-US.COM
Fax #				
954-946-9677				
E-mail				
SALES@SRUS.COM				

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

Reference	2021 TAHOE PATROL #232			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LEGACY 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 CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF 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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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		\$9,156.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,156.90
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 #
11/18/2020	23932

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
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG ****THIS QUOTE IS FOR (1) 2021 TAHOE PPV MARKED PATROL, VEHICLE # 233 **THIS QUOTE UPGRADES CONTROLLER TO WHELEN CARBIDE FOR OBD2 CONNECTIVITY **			
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT	1	2,295.00	2,295.00
STPKT*	WHELEN LIST \$ WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR)	1	0.00	0.00
CCSRN5	INCLUDED IN PACKAGE CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE	1	0.00	0.00
CC5K2	INCLUDED IN PACKAGE INSTALL KIT FOR CCSRN5, FOR TAHOE	1	0.00	0.00
CANCTL7	INCLUDED IN PACKAGE CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC	1	0.00	0.00
SA315P	INCLUDED IN PACKAGE SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00
SAK70	INCLUDED IN PACKAGE CHEVY TAHOE, 2021 SPEAKER MOUNTING BRACKET	1	0.00	0.00
183-0008	INCLUDED IN PACKAGE Circuit breaker, 50 amp thermal with manual reset, surface mount	1	48.75	48.75
75551	D&R LIST \$ 65.00 EACH 75 AMP RELAY	1	39.00	39.00
TLIJ	NON CONTRACT ITEM FROM WAYTEK ION T-SERIES LINEAR SPLIT R/B	2	74.25	148.50
		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	

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POMPANO BEACH, FL 33069

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Date	Estimate #
11/18/2020	23932

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
SRUS-4X-T	WHELEN LIST \$ 135.00 EACH "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 HELLA LIST \$ 19.00 EACH	2	10.45	20.90
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"	1	30.93	30.93
		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
C-ARM-103	HAVIS LIST \$ 47.59 EACH Armrest for top mount, console, large pad	1	82.99	82.99
C-MD-112	HAVIS LIST \$ 127.67 EACH Tilt/swivel slide motion adapter	1	221.36	221.36
C-HDM-214	HAVIS LIST \$ 340.55 EACH 8.5" Heavy Duty Telescoping Pole, side mount	1	83.66	83.66
UT-1006	HAVIS LIST \$ 128.70 EACH) Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	213.82	213.82
GE19-16-4	HAVIS LIST \$ 328.95 EACH LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON	1	148.46	148.46
ASMTL-00331	PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	9.86	9.86
D2951	LIND LIST \$ 10.95 EACH Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	90.00	90.00
PRPSP5714T21A	PRO-GARD LIST \$ 120.00 EACH **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	1	744.75	744.75
S5705T21	PRO-GARD LIST \$ 993.00 EACH Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount. Kit FOR 2021 TAHOE	1	975.00	975.00
WB57NPT21	PRO-GARD LIST \$ 1300.00 EACH 2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS	1	198.00	198.00
SC-920-SRU-HORIZONTAL	PRO-GARD LIST \$ 264.00 EACH CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS	1	231.96	231.96
M844282-A	SANTA CRUZ LIST \$ 289.95 EACH Cargo Light Type 3 with Illuminated high/low power switch	1	88.92	88.92
			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 ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
RL7019	NON CONTRACT ITEM BY MAXXIMA MAGLIGHT FLASH LIGHT SYS2 12 VOLT DC RECHARGEABLE ** THIS IS AN LED VERSION OF THE LIGHT-- HARD WIRE	1	115.75	115.75
INSTALL	NON CONTRACT ITEM 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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Reference	2021 TAHOE PATROL #233			
Product	Description	Qty	Cust. Price	Total
	CUSTOM INSTALLATION OF: (ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER) INSTALL AND MOUNT LEGACY 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 CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING INSTALL BREAKER HIGH AMP IGNITION CUT OFF 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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STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate



Date	Estimate #
11/18/2020	23932

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		\$9,156.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,156.90
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	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	

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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	1	125.00	125.00
TINT STRIP	TINT TO BE 28% ALL WINDOWS 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	

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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	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	

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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	

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	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	



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Police

ITEM 6.9: Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2020 Budget Funded) - WatchGuard

SUMMARY: The Police Department has a need to purchase six (6) in-car camera systems for police vehicles in the amount of \$32,860.50. These cameras are critical to the daily policing operations within the Village and support the public safety services and activities that are provided by our Police Officers.

Within the FY 2021 budget, the Village Council approved \$33,000 for the purchase and installation of new in-car camera systems for newly purchased police vehicles.

The Village currently utilizes the WatchGuard Digital In-Car Video system for all current in-car camera systems. If the Village were to decide to make a change to another vendor, all existing cameras would be required to be replaced (and would require a significant financial commitment). As a result, the Police Department is recommending to remain with our current in-car vehicle system and to make this proposed purchase under the Village Standard provision within the Village's Purchasing Code.

Note: WatchGuard has provided a letter outlining the proprietary nature of this system that would only make the in-car camera hardware/software available directly (only) from their company.

The Villages Purchasing Code, Section 58.10 - Village Standard, provides that where the Village has determined a particular style, brand, make or model is the only type that meets the Village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the Village, the Village may acquire or contract for such goods without utilizing the competitive selection purchase requirements.

The proposed in-car vehicle equipment purchase has been reviewed by the Police Chief, PD Support Services Manager and the Finance Director.

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

FISCAL IMPACT:

Funds to support this purchase are available within the FY 2021 Budget - General Fund

Allocated/Estimated Project Funding:	Amount
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

Expected Project Costs:	Amount
Total Vehicle Request - 6 Marked Vehicles	\$193,494.00
Total Vehicle Request - 3 Unmarked Vehicles	\$ 66,205.00
Total Safety Equipment - 8 Vehicles	\$ 55,509.96
Total In-Car Camera Cost - 6 Vehicles	\$ 32,860.50
Total Project Request/Cost - General Fund	\$348,069.46

Note: The Police Department is proposing to purchase nine (9) vehicles: six (6) marked and three (3) unmarked. Four (4) of the nine (9) vehicles, three (3) unmarked and one (1) marked, were purchased from four different vendors and each purchase was below the Village's purchasing threshold required for Council approval. Additionally, one (1) unmarked vehicle is not expected to be outfitted with safety equipment (lights/siren) and only the six (6) marked vehicles will be outfitted with in-car cameras.

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 In-Car Camera Equipment Quote - WatchGuard

Sole Source Letter - WatchGuard In-Car Cameras

Section 58-10 Village Standard Purchasing Code



Palm Springs PD 4RE V300 Proposal

CUSTOMER: Palm Springs Police Department

ISSUED: 10/20/2020

EXPIRATION: 12/31/2020

Attn: Accounts Payable,
230 Cypress Ln.,
Palm Springs, FL.,
33461

**TOTAL PROJECT ESTIMATED AT:
\$32,860.50**

ATTENTION: Edgar Morley

SALES CONTACT: Michael Costa

PHONE: 561-968-8243

DIRECT:

E-MAIL: emorley@vpsfl.org

E-MAIL:

Michael.N.Costa@motorolasolutions.com

4RE In-Car Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	6.00	\$4,795.00	\$0.00	\$28,770.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	6.00	\$200.00	\$0.00	\$1,200.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	6.00	\$200.00	\$0.00	\$1,200.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	6.00	\$0.00	\$0.00	\$0.00

V300 Proposal

V300 HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl, Cables and Brackets	6.00	\$295.00	\$0.00	\$1,770.00
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	6.00	\$250.00	\$0.00	\$1,500.00



Palm Springs PD 4RE V300 Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$150.00	\$0.00	\$150.00
					\$34,590.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	(\$1,729.50)
Additional Quote Discount	\$0.00
Total Amount	\$32,860.50

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



27th of October 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.



- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

EVIDENCE LIBRARY 4 EVIDENCE MANAGEMENT SOFTWARE

- Evidence Library 4 Web (EL4) utilizes Microsoft SQL Server databases, and can be hosted on premise on agency servers, or deployed as a hybrid solution.
 - WatchGuard engineers designed this software from the ground up to have all of the functionality, features, and the customization options necessary to ensure that law enforcement agencies have a tool they can use to protect, search, copy, share and create reports for their video evidence.
 - Using the building blocks of Microsoft Windows Server, Microsoft SQL Server and Active Directory provide for seamless integration into your existing infrastructure.

Respectfully submitted,

A handwritten signature in blue ink that reads "Troy Montgomery". The signature is stylized with a large, sweeping "T" and "M".

Troy Montgomery
Vice President of Sales
WatchGuard Video

Sec. 58-10. - Village standard.

Where the village has determined that a particular style, brand, make, or model is the only type that meets the village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the village, the village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Village standard acquisitions where the expenditure by the village (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$25,000.00, shall be subject to approval by the village council.

(Ord. No. 2014-11, § 2, 7-10-2014)



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Police

ITEM 6.10: Authorize Vehicle Computer Equipment Purchase – Cooperative Purchase (Piggyback) - Police Department (FY 2021 Budget Funded) - DataSource Mobility

SUMMARY:

The Police Department has a need to purchase ten (10) GETAC laptop computers to be utilized within our police officer's vehicles to support the public safety services and activities that are provided by our Police Officers. Our Police department currently utilizes GETAC laptop computers exclusively due to various reasons (i.e., consistent maintenance, transfer of parts, etc.), which has contributed to our staff's productivity as well as public safety reliability.

To ensure the lowest possible price, staff is recommending that the Village utilize the National Cooperative (Co-Op) Purchasing Alliance (NCPA) contract awarded to Data Source Mobility. This selection by the NCPA was completed through a competitive selection process – SYNEX NCPA 01-97 Advanced Technology Solutions Aggregator (RFP No. 18-19 - June 11, 2019).

Note: The proposed piggyback contract was completed as part of the National Cooperative Purchasing Alliance (NCPA). The intent is to bring member cities together and combine their purchasing needs within the Co-Op (which the Village is a member) to generally receive the best (lowest) price possible. Approximately 90,000 agency members, including the Village of Palm Springs, participate within the National Cooperative Purchasing Alliance.

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$35,000 in funding to be used for the purchase of Police Department laptop computers.

Through the proposed National Cooperative Purchasing Alliance Contract, the Police Department would be able to obtain a price of \$37,083.30 for the purchase of 10 GETAC

laptop computers if an agreement with Data Source Mobility is approved.

If approved, the Village would accepted Data Source Mobility's pricing (which has exceeded the minimum 4% discount) by piggybacking the NCPA contract including all terms, conditions and pricing therein. The term of the current three (3) year contract will expire on July 31, 2022 and provides for two (1) additional one year periods. An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

If approved, the laptop computers are expected to be delivered within 120 days (expected March/April 2021) following the approval from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the IT Operations Specialist, IT Operations Manager, the Police Chief, the Police Department Support Services Manager and the Finance Director.

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

FISCAL IMPACT:

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

<u>Allocated/Estimated Project Funding:</u>	Amount
FY 2021 Approved Budget - Laptops - General Fund	\$35,000.00

<u>Expected Project Costs:</u>	Amount
Total Project Request - Laptops - General Fund:	\$37,083.30

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.

An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary.

ATTACHMENTS:

Proposed Agreement - Data Source Mobility

NPCA Award Letter - SYNEX

Letter of Authorization - DataSource Mobility as an Authorized Reseller - SYNEX

Approval to Piggyback - DataSource Mobility

Proposed Price Quote - DataSource Mobility

Terms and Conditions - NPCA

NPCA Membership - Village of Palm Springs

Florida Interlocal Cooperation Act of 1969 - Chapter 163.01, Florida Statute

NPCA Membership Submitted Bid Documents

NPCA Invitation for RFP Specifications - Advanced Technology Solutions

AGREEMENT FOR THE PURCHASE OF LAPTOP COMPUTERS

This Agreement for the delivery and purchase of laptop computers ("Agreement" hereafter) is made as of the 4th 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 **DataSource Mobility**, 1960 J Madison Street, PMB 315, Clarksville, TN 37043 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and deliver laptop computers to the VILLAGE; and,

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) through its competitive selection process awarded the Contract for the supply and delivery of laptop computers (Contract 01-97) ("Contract 01-97" hereafter) to the VENDOR for substantially the same laptop computers sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the supply and delivery of laptop computers based on the terms and conditions of the Contract 01-97 contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Contract 01-97 including all terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract 01-97. The Contract 01-97 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 the DataSource Mobility under the Contract 01-97 and all associated and applicable Contract Documents as defined therein and which shall include the Contract 01-97. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Contract 01-97.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Contract 01-97 and pricing therein, the VENDOR shall supply and deliver laptop computers as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Contract 01-97.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Contract 01-97 (including all Contract Documents as defined therein including the Bid documents); and,

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; and
- C. The Contract 01-97.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Contract 01-97. 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 by the Contract 01-97, or as provided. 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 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 Contract 01-97.
- 6.11 Public Records: The VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- A. Keep and maintain all public records that ordinarily and necessarily would be required by the Village to keep and maintain in order to perform the services under this Contract.
 - B. Provide the public with access to said public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining said public records and transfer, at no cost, to the Village all said public records in possession of the VENDOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

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.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Contract 01-97 documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

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

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

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

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

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: **DataSource Mobility**

By: _____

Print Name: Matthew Hinton

Title: Vice President

[Corporate Seal]

Tennessee
STATE OF ~~FLORIDA~~
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 22 day of October, 2020 by Matthew Hinton, as Vice President of DataSource Mobility, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following drivers license as identification.

Notary Public



Print Name: Sallie Eley
My commission expires: 3-13-2024



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, August 1st, 2019

SYNNEX Corporation
ATTN: Daniel T. Brennan
39 Pelham Ridge Drive
Greenville, SC 29615

Dear Daniel:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and SYNNEX Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a horizontal line.

Shane Fields
Region XIV, Executive Director



LETTER OF AUTHORIZATION

Date: Tuesday, October 27, 2020

Reseller: **DataSource MOBILITY**

Subject: Authorized Dealer for National Cooperative Purchasing Alliance (NCPA)

Dear Sir/Madam,

This letter is to document the status of DataSource MOBILITY, as an authorized reseller with SYNNEX Corporation (hereinafter "SYNNEX").

The National Cooperative Purchasing Alliance (NCPA) is a nationwide SLED-focused state cooperative procurement contract that has over 90,000 agencies as members. SYNNEX's NCPA Contract 01-97 covers our entire corporate line card for our Catalog award. Please refer to the attached line card for a listing of the manufacturers that are included in our NCPA Contract 01-97. This can be verified at www.ncpa.us.

As an authorized reseller with SYNNEX DataSource MOBILITY is likewise an authorized reseller partner on the SYNNEX NCPA Contract 01-97 and whose products can be procured through this contract through approved vendor authorizations.

If you require further information, please call me at (864) 349-4374.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Somers', is written over a horizontal line.

Ed Somers
Sr. Director, Public Sector and Vertical Markets

39 Pelham Ridge Drive, Greenville, South Carolina 29615
Tele: 864.289.4374 Fax: 510.360.6532 E-mail: eds@synnex.com



December 6, 2019

Village of Palm Springs
Edgar Morley, Support Services Manager
230 Cypress Lane
Palm Springs, FL 33461

To Whom It May Concern:

DataSource Mobility utilizes NCPA Contract 01-97. NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. For more information, go to www.ncpa.us.

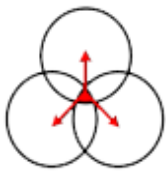
We welcome The Village of Palm Springs to utilize (or "Piggyback") off this contract for any products and services that are available on it.

If you have any questions, please feel free to reach out to me.

Thank you,

Matthew Hinton

Vice President of Sales
DataSource Mobility
931-266-4242 ex. 116 - office
mhinton@datasourcemobility.com



DataSource
MOBILITY

1960 J Madison Street, PMB 315,
Clarksville, TN 37043

*Our Mission is to be your trusted
technology partner, help customers
improve the lives of those they
serve and to have a positive impact
on the world.*

Quote # D101920VOPS-S410-10
Date Oct 19, 2020
P.O. #

Customer Address

Village of Palm Springs, FL
Edgar Morley
**230 Cypress Lane, Palm Springs,
Florida 33461**

Phone (561) 304-4814

Ship To Address

Village of Palm Springs, FL
Edgar Morley
**230 Cypress Lane, Palm Springs,
Florida 33461**

Phone (561) 304-4814

Quote Prepared By

Matthew Hinton
Vice President of Sales
(931)266-4242 ext 116

mhinton@datasourcemobility.com

[Here is the quote you requested.](#)

Qty	DSM SKU	Description	MSRP	DSM Price	Ext. Price
Pricing Based Off Of NCPA 01-97 Contract. This contract has a requirement that products be at least 4% off MSRP.					
10	SL2NTFDATUXX	GETAC : S410 G3 Basic, i5-8265U 1.6GHz, 14 FHD Webcam, W10 Pro x64 16GB RAM, 512GB SSD, SR (LCD + Touchscreen), US KBD + US PC mbrane Backlit KBD Fingerprint (RED Light), WIFI + BT + GPS + 4G LTE (EM7511) + Pass-through, SD Card Reader, 3y/w	\$3,505.00	\$2,793.42	\$27,934.20
10	GE-SVSRNFX5Y	GETAC : (Bumper to Bumper) + Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	\$1,099.00	\$914.91	\$9,149.10
SubTotal				\$37,083.30	
Tax				\$0.00	
Shipping				\$0.00	
Total				\$37,083.30	

Terms of Quote: Payment is to be made by Check, Credit Card (3% Conv. Fee), or approved Financing Options. Integration services on computer hardware may require partial or complete prepayment. Payment address: 1960 Madison St. Suite J 315 Clarksville, Tennessee 37043. If credit terms are approved (Net10 or Net20), buyer agrees to 1.5% fee if payment due date is missed. Many technology items are non-returnable and/or require a restocking fee. Please verify the Quantity, Description, and Ship To Address.



Trusted
Partner
Program



Thank you for your business. If you are ever anything less than completely satisfied with your experience, please contact the managing partners of DataSource Mobility: Scott Giles, sgiles@datasourcemobility.com; or Bill Presler, bpresler@datasourcemobility.com. Please visit our website www.datasourcemobility.com.

About NCPA

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. For more information, go to www.ncpa.us.

Who Can Use NCPA's Contracts?

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's [cooperative purchasing contracts](#). These include, but are not limited to the following agency types:

- *School Districts (including K-12, Charter schools, and Private K-12)*
- *Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)*
- *Cities, Counties, and any Local Government*
- *State Agencies*
- *Healthcare Organizations*
- *Church/Religious*
- *Nonprofit Corporations*

State Statutes

*Want to see your state's laws on cooperative purchasing?
Click here to view [your state's laws on cooperative purchasing](http://www.ncpa.us/Statutes).
(<http://www.ncpa.us/Statutes>).*

This contract is accessible nationally to public agencies whose state laws allow for intergovernmental contract use.

Contract

[SYNNEX NCPA 01-97 Advanced Technology Solutions Aggregator](#)

Term

August 1, 2019 thru July 31, 2022 plus two additional option years.

Awarded Manufacturers

This contract covers all manufacturers listed on the SYNNEX corporate line card plus services

Freight

All deliveries to NCPA members shall be freight prepaid, FOB Destination. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for white glove, special and expedited delivery requirements.

Contract Pricing

SYNNEX NCPA 01-97 Advanced Tech Solutions Aggregator Contract Pricing:

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following Exceptions:
 - Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products.
 - Manufacturers: APC, Asus, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Seagate, and F5
- **Services.** Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Dealer is free to offer additional discounts from the established contract price.

Authorized Dealer Program

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Dealer quote will include the NCPA contract price and your cost from SYNNEX.
- End-user pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at NCPA@synnex.com.
- Both the End-user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to NCPA@synnex.com.
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

SYNNEX Contacts

Team Contact: NCPA@synnex.com

For New Authorizations:

Nicholas Coperine 1-914-618-1524

For Existing Resellers:

Cory Fortune: 1-800-456-4822, ext. 494560

Jennifer McEachern 1-800-456-4822, ext. 494079

Website: <http://www.synnexcorp.com/us/govsolv/ncpa/>

POS Reporting

Authorized Dealer must provide a POS of their sales under this contract to NCPA@synnex.com no later than the 5th day following the end of the preceding month using the template below. (SYNNEX is required to provide a monthly POS to NCPA by the 15th to reporting@ncpa.us.)

Contract Fees

Authorized Dealer is responsible for the payment of the **Contract Fee to SYNNEX, by the 15th day of the month.**

Contract fee: 0.80% or 80 bps for Commodity Products
2.00% for Enterprise Products

The Contract Fee is calculated off the Dealer's combined monthly POS based on the total pricing charged to the NCPA members. Participating manufacturers are encouraged to provide special pricing that offsets this Contract Fee.

Payment should be sent to the following address:

SYNNEX Corporation
[c/o Cory Fortune](#)
39 Pelham Ridge Drive
Greenville, SC 29615

Marketing

There are no restrictions in the marketing of this contract directly to the cooperative membership. The NCPA Program Office can assist SYNNEX and our participating Dealers with their marketing efforts, training and attendance at industry events and SYNNEX GovSolv shows.

NCPA has provided a membership list to assist our dealer organization in the marketing of this contract. Reach out to ncpa@synnex.com for more information.

NCPA

Jonathan Applegate, Director, Operations
Tele: 832-477-3475
E-Mail: japplegate@ncpa.us

From: [Jonathan Applegate](#)
To: [Richard J. Reade](#)
Subject: Fwd: NCPA - New Member
Date: Thursday, December 05, 2019 1:48:22 PM
Attachments: [PastedGraphic-2.tiff](#)

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.

Here is the online registration.

Here is also the SYNEX page if you need to get any other contract info: <http://ncpa.us/Vendors/SYNEX>

Jonathan Applegate
Director, Operations
Direct: 832.477.3475
Fax: 888.543.6515
japplegate@ncpa.us | www.NCPA.us



DISCLAIMER: This e-mail message is intended only for the personal use of the recipient(s) named above. This message is confidential and may be privileged. If you are not an intended recipient, you may not review, copy, or distribute this message. If you have received this communication in error, please notify the sender immediately by replying to this message and delete the original message from your system. Unauthorized interception of this e-mail is a violation of Federal criminal law.

Begin forwarded message:

From: noreply@ncpa.us
Subject: NCPA - New Member
Date: October 24, 2019 at 11:52:19 AM EDT
To: membership@ncpa.us



Member - Edgar Morley

Agency Name: Palm Springs Police Department

Agency Type: City/Town/Village/Borough

Federal Tax ID #: 59-6020405

Department: Police Department

Name: Edgar Morley

Address: 230 Cypress Lane

Address 2:

City: Lake Worth

State: Florida

Country: United States

Postal Code: 33461

Phone: 5613044814

Email Address: emorley@vpsfl.org

Reference: Web Search -
Date Created: 10/24/2019 10:52:18 AM

Florida

Title XI County Organization and Intergovernmental Relations

Chapter 163 Intergovernmental Programs

Part I Miscellaneous Programs

163.01 Florida Interlocal Cooperation Act of 1969.

1. This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."

2. It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

3. As used in this section:

a) "Interlocal agreement" means an agreement entered into pursuant to this section.

b) "Public agency" means a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

c) "State" means a state of the United States.

d) "Person" means:

1. Any natural person;

2. The United States; any state; any municipality, political subdivision, or municipal corporation created by or pursuant to the laws of the United States or any state; or any board, corporation, or other entity or body declared by or pursuant to the laws of the United States or any state to be a department, agency, or instrumentality thereof;

3. Any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric cooperative, or business trust of any nature whatsoever which is organized and existing under the laws of the United States or any state; or

4. Any foreign country; any political subdivision or governmental unit of a foreign country; or any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric

cooperative, or business trust of any nature whatsoever which is organized and existing under the laws of a foreign country or of a political subdivision or governmental unit thereof.

5. A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Advanced Technology Solutions Aggregator for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Advanced Technology Solutions Aggregator, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC 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 non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Advanced Technology Solutions Aggregator.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - 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.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

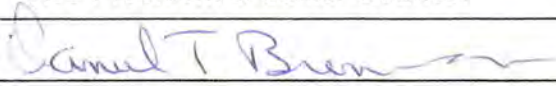
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	SYNNEX Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	864-349-4801
Fax No.	510-360-6613
Email address	danielbr@synnex.com
Printed name	Daniel T. Brennan
Position with company	Vice President & Senior Counsel
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and SYNNEX Corporation ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 01-97, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Advanced Technology Solutions Aggregator;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 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.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or 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 the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- 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.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	SYNNEX Corporation
Name: <u>Matthew Mackel</u>	Name: <u>Daniel Brennan</u>	
Title: <u>Director, Business Development</u>	Title: <u>Vice President & Senior Counsel</u>	
Address: <u>PO Box 701273</u>	Address: _____	
<u>Houston, TX 701273</u>		
Signature: <u></u>	Signature: <u>E-SIGNED by Daniel Brennan on 2019-08-09 08:32:24 EST</u>	
Date: <u>August 1, 2019</u>	Date: <u>August 09, 2019</u>	

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| ☐ Alabama | ☐ Maryland | ☐ South Carolina |
| ☐ Alaska | ☐ Massachusetts | ☐ South Dakota |
| ☐ Arizona | ☐ Michigan | ☐ Tennessee |
| ☐ Arkansas | ☐ Minnesota | ☐ Texas |
| ☐ California | ☐ Mississippi | ☐ Utah |
| ☐ Colorado | ☐ Missouri | ☐ Vermont |
| ☐ Connecticut | ☐ Montana | ☐ Virginia |
| ☐ Delaware | ☐ Nebraska | ☐ Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | ☐ Wisconsin |
| ☐ Georgia | ☐ New Jersey | ☐ Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | ☐ New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | ☐ Ohio | |
| ☐ Kansas | ☐ Oklahoma | |
| ☐ Kentucky | ☐ Oregon | |
| ☐ Louisiana | ☐ Pennsylvania | |
| ☐ Maine | ☐ Rhode Island | |

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Greenville,
State of SC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☒ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☒ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Jennifer McEachern

Title: Contracts Management Supervisor

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4079 Email: jennifermce@synnex.com

▪ **Purchase Orders**

Contact Person: Cory Fortune

Title: SLED Contracts Business Development Manager

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4560 Email: coryf@synnex.com

▪ **Sales and Marketing**

Contact Person: Cory Fortune

Title: SLED Contracts Business Development Manager

Company: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City: Greenville State: SC Zip: 29615

Phone: 864-349-4560 Email: coryf@synnex.com

◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

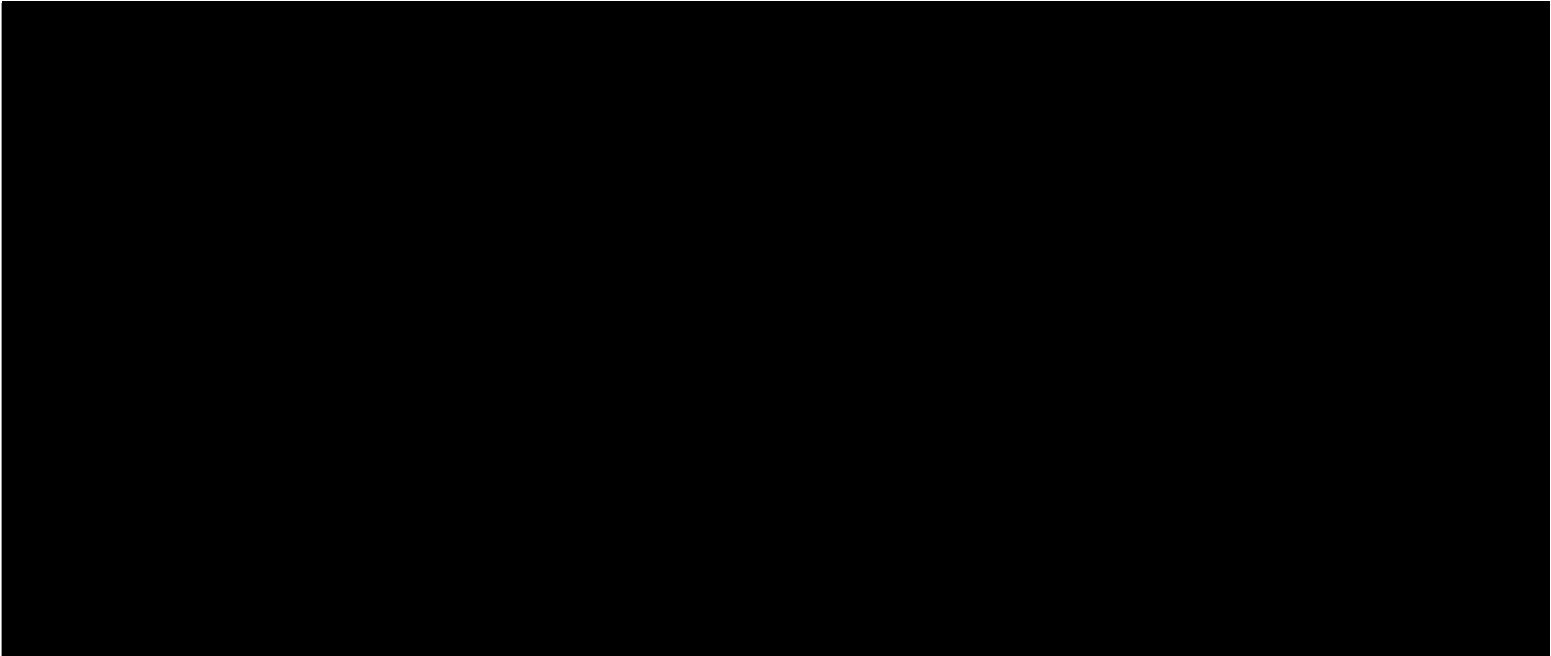
☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No



Tab 4 – Vendor Profile

Company's Official Registered Name: SYNnex Corporation

Brief History of Company:

SYNNEX Corporation was formed in 1980 and is now a Fortune 158 company that offers a comprehensive range of industry-leading IT products and business services to our reseller customers. We've built a solid reputation for delivering customized, fully-integrated solutions, services, and support, including distribution, contract assembly, business process outsourcing, and logistics.

We're aligned with the top manufacturers in the IT industry to distribute products to more than 25,000 resellers throughout North America. Key suppliers include: HP Inc., Hewlett-Packard Enterprise, Cisco Systems, Juniper, Palo Alto, Samsung, Panasonic, Intel, Seagate, Microsoft, and Lenovo. Our sales staff is grouped by product segment, allowing them to focus their expertise and experience to manage all lines and provide an engaged, consultative sales approach. With 16 US distribution facilities, SYNnex gets the right products to market quickly and cost-effectively. Our model streamlines business processes to help resellers lower their costs and create greater efficiencies. We provide a variety of professional and marketing services, including: demand generation, education and training, pre- and post-sale technical support, end-user enablement, server assessment, design and integration, recycling and trade-in, and IT resource planning. SYNnex provides contract assembly services, ranging from original design and printed circuit board assembly to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value-add, and logistics.

SYNNEX sponsors a wide variety of programs, communities, and events to build and grow our resellers' business in specific vertical markets. For example, our Government, Education, and Healthcare programs help resellers compete in these high-growth markets, and SYNnex with our comprehensive GSA schedule, is able to simplify the complex government bidding process.

Our Services

SYNNEX offers a variety of services to our customers. The three major categories of services include the following:

Distribution Services. SYNnex 's distribution services segment distributes a broad line of IT products, including IT systems, peripherals, system components, software and networking equipment for leading IT OEM suppliers, enabling us to offer comprehensive solutions to our reseller and retail customers. Our reseller customers include value-added resellers, or VARs, corporate resellers, government resellers, system integrators, direct marketers and retailers. We distribute more than 2,000,000 technology products from leading IT OEM partners to more than 25,000 resellers throughout the United States, Canada and Mexico. We combine our core strength in distribution with our service model to provide our customers greater efficiencies in time to market, cost minimization, real time linkages in the supply chain and aftermarket product support.

Contract Assembly Services. SYNnex offers contract assembly services to original equipment manufacturers (OEMs). Offerings range from original design and printed circuit board assembly

capabilities to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value-add and logistics services.

Business Process Outsourcing. The BPO segment offers various services comprising customer management, software development, web hosting, hosted software, domain name registration, and back office processing. This segment delivers its services through voice, chat, Web, email, and digital print. It also sells products complementary to these service offerings in China. In addition, SYNEX Corporation offers various financial services, including net terms, third party leasing and floor plan financing, letters of credit, and arrangements to collect payments directly from the end-user; online services; and marketing services, as well as technical support services consisting of pre and post-sales support. The company serves resellers, retailers, and OEMs located worldwide.

The above major categories of services are complemented by the following:

Logistics Services. SYNEX provides logistics support such as outsourced fulfillment, virtual distribution, and direct ship to end-users to our reseller customers. Other logistics support activities we provide include generation of customized shipping documents, multi-level serial number tracking for customized, configured products, and online order and shipment tracking.

Online Services. SYNEX maintains electronic data interchange (EDI) and web-based communication links with many of our reseller customers. These links improve the speed and efficiency of our transactions with our resellers by enabling them to search for products, check inventory availability and prices, configure systems, place and track orders, receive invoices, review account status, and process returns. We also have web-based application software that allows our resellers or their end-user customers to order software and take delivery online.

Financing Services. SYNEX offers our resellers a wide range of financing options, including net terms, third party leasing, floor plan financing, letters of credit, backed financing, and arrangements where we collect payments directly from the end-user.

Technical Solutions Services. The SYNEX team is made up of highly trained and certified engineers who assist our customers and sales reps with pre sales consultation, post sales troubleshooting, and training inquiries.

Joint Supply Chain Management and Distribution Services. SYNEX provides our contract assembly customers with materials procurement and management activities including planning, purchasing, expediting, and warehousing system components and materials used in the assembly process. Because we distribute many of the system components used in our contract assembly our customers are able to minimize their inventory risk by taking advantage of the terms and conditions of our distribution relationships. In addition, we also offer increased inventory availability to our contract assembly customers because we stock items for both distribution and assembly.

Our Operations

SYNEX operates distribution facilities in the United States, Japan, England, Canada, Latin America and Mexico. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Our distribution facilities are geographically located near reseller customers and their end-users. This

decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity.

SYNNEX's proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

- SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records
- We facilitate frequent cycle counts and improve the accuracy of order fulfillment
- SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls. These controls include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

Sales Teams

SYNNEX Sales Team is available Mon. through Fri. 8 AM to 7 PM EST.

Additional coverage time needs can be discussed on an individual basis.

Support day-to-day activity, including but not limited to:

- Pricing and availability
- Configuration and technical support
- HP White board and Watson support
- Order entry and expediting shipments

SYNNEX sales are segmented and have a focus on top product lines with niches and/or unique products. Our sales staff members are experts in chosen customer segments. Our sales staff members are consultants as well as sales persons. We provide our customers with product offering that are unique and margin-making opportunities.

SYNNEX Technical Support Hotline: 1-800-756-2888 or Techsup@SYNNEX.com

SYNNEX Software Support Hotline: 1-800-456-4822 ext. 6939

Customer Service: 1-800-756-1888 or cshelp@SYNNEX.com

Technical Support

SYNNEX does many things outside of pick, pack and ship. We are a business outsourcing company and as such we provide technical support around the world. We utilize that same expertise in our Distribution business and offer free Pre and Post Tech Support for general technical questions all the way up to complex configurations. We offer 2 hour turnaround times on basic configurations. On more complex configurations we offer a 4 our turnaround.

Global Presence

Over 90% of 2018 revenue generated in North America
Focused IT distribution strategy for the United States and Canada
16 distribution facilities in North America (US/Canada/Mexico)
Regional strategy designed to lower shipping costs and to reduce delivery times to customers
Utilize sizeable offshore workforce to reduce costs
New expansion of distribution business into Japan
Acquisition of InfoTech, the third largest distributor in the third largest economy
Leveraging SYNNEX cost efficiencies and scale
Global BPO centers allow for 24/7 operations (North America, Central America, Asia, and Europe)
SYNNEX outsources our Tech Support for Direct TV in the Pacific Rim
SYNNEX outsources our Tech Support for Linksys, a division of Cisco
Acquired Westcon Comstor in 2017

International Shipments: SYNNEX is able to ship internationally. However, there are strict requirements of our Manufactures contracts and Government guidelines.

Before committing, you should always work with SYNNEX sales team for freight quote and lead time. Your SYNNEX sales team will work with SYNNEX Customs department to insure all necessary information including but not limited to Vendor approval.

With 16 distribution facilities nationwide, SYNNEX gets the right products to market, right-on-time. In addition to reducing shipping times, our regional warehouse placement slashes freight costs to customers, helping them win deals and boosting their margins.

Corporate Headquarters: Fremont, California

Sales Headquarters: Greenville, South Carolina

Warehouse Locations:

Atlanta, Georgia
Chantilly, Virginia
Chicago, Illinois
Richardson, Texas
Keasbey, New Jersey
Grove City, Ohio
Miami, Florida
Olive Branch, Mississippi
Portland, Oregon
Ontario, California
Las Vegas, Nevada



Years in Business/Reputation/References

Quick Facts

Established: 1980
Chief Executive Officer: Dennis Polk
Corporate Headquarters: Fremont, CA
Traded: NYSE (SNX)
Duns #: 112375758

Reputation

Fortune 158 Corporation
Rated #1 in Relationship, Price & Availability by CRN
Rated Best Channel Strategy Gartner
Honored at HP's 2012 Americas Partner Conference with the prestigious "Partner in Excellence Award" for HP Distributor Growth 3 years running
<http://ir.SYNNEX.com/releasedetail.cfm?ReleaseID=568439>
Intel's #1 volume Distributor

Excellent Public Sector Past Performance and Program Management

As a leading worldwide IT distributor, SYNNEX partners with more than 5,000 Federal, State, and Local Government and Education customers (SLED). We have excellent past performance in the Public Sector space, owning and managing three GSA Schedules for over 20 years.

As a contractor, SYNNEX has worked closely with the U.S. DOE in the construction of their Superdome advanced computer servers at Lawrence Livermore National Laboratories.

Our experience in this market has helped us to develop similar processes in the SLED marketplace. SYNNEX manages over 35 SLED contract vehicles for our manufacturing partners in Texas, Florida, South Carolina, and nationally through NASPO ValuePoint, USETPA, and NCPA Contracts. Our NCPA contract sales to date total more than \$35 million from September 2016 – March 2019.

References

SYNNEX helped design and build what was then the world's largest Super Computer, housed at Lawrence-Livermore Labs
Helped design and build the Facebook Data Center
Past performance includes builds for Blue Coat and Sun Microsystems
Delivered 15,000 desktop units to USDA (8,550 total orders were consolidated to 60 invoices)
Delivered 25,000 CTO desktops on a rollout basis in 30 days
Involved with Raytheon/CSC desktop refresh project (over 15,000 desktop units)
132 consecutive quarters of profitability
Datacenter OCP builds for Amazon and Facebook
Dedicated Sales Teams/Quoting Process/Hours of Operation/Global Presence

Reseller and Business Enablement Services

SYNNEX provides numerous reseller and business enablement services, including:

Document Solutions specializes in the conversion of paper documents to digital, from distributed scanning systems, document management applications, and image capturing software, to storage and retrieval, disaster recovery, and versioning

Financial Services credit and financing options help reseller's compete for large deals while conserving capital, with little to no up-front cash commitment

Healthcare Program helps resellers build and grow a healthcare sales practice and gain insight into an estimated \$110 B business

Hosted Solutions robust outsourced SaaS applications at a huge cost savings that develops solid margins and revenue streams with few barriers to entry

HP Enterprise Server and Storage Solutions specialized sales and support teams focused on HP offerings in the enterprise space

Integrated Communications Group (ICG) combines voice, data, video, security, and messaging to deliver best-in-class, unified communication strategies

Jack Of All Games is a leading video game provider in North America combining industry knowledge with proven distribution expertise servicing the retail channel

New Age Electronics is the nation's leading sales and distribution partner delivering an unsurpassed channel management model to consumer technology retailers and manufacturers

Office Supply Solutions has collateral equipment such as printer cartridges and office materials, enabling resellers to become specialized product providers and increase total sales scope

On Demand Services server assessment and virtualization, security, data backup and recovery, field and help desk services, equipment recycling and trade-in, and more supplements resellers' capabilities

Open Source Channel Alliance (OSCA) is a consortium of Independent Software Vendors (ISVs) delivering open source technologies to our customer base

PC Wholesale is a reliable, one-stop shop for new, refurbished, end-of life, and overstock computer and consumer electronics products

PRINTSolv is an on-ramp, managed print solution to handle consumer demand billing, supplies replenishment, and total fleet management, with the reliability of a lease

Public Sector Program is the only broadline IT distributor with its own GSA Schedule to help resellers build and grow their government business, plus custom, comprehensive solutions that expand their play in the education market.

Reseller Marketing Services leverages the power of SYNEX Marketing on behalf of our reseller customers to increase their reach and improve their return on their enduser marketing spend value-added services.

Software Solutions industry-leading products and a full complement of services and support to help resellers capture, hold, and grow their software accounts

Strategic Procurement recruits and manages specialty vendors required to complete a reseller's solution, while simultaneously allowing the vendor access to SYNEX's broader customer base

Supply Chain Solutions is a TOTAL supply chain solution that reduces logistics costs and inventory cycles and improves service levels

Systems Integration Division (SID) has custom server, storage and appliance solutions to customers spanning verticals like network security, application acceleration, health IT, streaming media and other applications tied to specific software and services

Technology Solutions Division (TSD) designs integrated solutions for new and emerging technology markets, such as: network security, telephony and unified communications, printer and document management, physical and network security, and AutoID/POS systems

Varnex and Varnex Public Sector is a vendor-sponsored reseller community focused on the SMB market, with specialized tracks for members engaged in the public sector markets

Visual Solutions is a multi-vendor communication, training, and support for Digital Signage, Projector, and Pro-AV sales

Wide-Format Solutions specializes in large-format printers, supplies, and media

Westcon-Comstor Purchased in May of 2017, Westcon focuses on UCC, Software Security and Networking manufacturing lines including Cisco, Juniper, Palo Alto and Check Point Software.

Dun & Bradstreet Number: 11-237-5758

Company's Organizational Chart of our Team:

Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374

Pricing/Reporting: Jennifer McEachern, jennifermce@synnex.com, 864-349-4079

Sales: Cory Fortune, coryf@synnex.com, 864-349-4560

Jaime Grimm, jaimeg@synnex.com, 864-349-7589

Business Development: Randy Finley, randyfi@synnex.com, 864-349-4390

E-Rate/Grants: Tim Evatt, time@synnex.com, 864-349-4405

Education Team Leader: Brent Odom, brento@synnex.com, 864-349-4039

Public Safety Team Leader: Mike Gambrell, mikega@synnex.com, 864-349-4881

Corporate Office Locations

Corporate Office: Fremont, CA

East Coast Sales Office: Greenville, SC

Midwest Sales Office: Dallas, TX

Distribution Centers: Fremont, CA; Las Vegas, NV; Atlanta, GA; Dallas, TX; Chicago, IL; Olive Branch (Memphis), MS; Chantilly, VA; Los Angeles, CA; Carson, CA; Miami, FL; Keasby, NJ

Integration Facility: Olive Branch, MS

Key Contacts:

Contract Administration: Ed Somers, eds@synnex.com, 864-349-4374

Pricing/Reporting: Jennifer McEachern, jennifermce@synnex.com, 864-349-4079

Sales: Cory Fortune, coryf@synnex.com, 864-349-4560

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Public Safety Team Leader: Mike Gambrell, mikega@synnex.com, 864-349-4881

Standard Terms of Payment:

Net 30 terms are standard. However, we offer an entire portfolio of alternative finance options from leasing to escrow.

Who is our Competition in the Marketplace?

Ingram Micro; Tech Data; Arrow; Avnet

What differentiates our Company from Competitors?

We empower our resellers with valuable tools and solutions that they can easily integrate into their operations and support them with world-class professionals. We execute our business with speed and efficiency and are willing to invest into infrastructure to best support our manufacturers and reseller partners.

Describe How your Company will Market this Contract if Awarded.

SYNNEX has a significant amount of experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include a number of facets addressing both resellers and endusers. Although we don't sell direct to endusers, we do have a team that provides enduser demand generation through call out campaigns; print/mailers; e-mail; website contract landing page and an electronic storefront offering. For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most responsive/responsible resellers selling into State and Local Government, K-12 and higher education nationwide. To date, we have identified 50 resellers and will use this list to identify those resellers we want to authorize on the contract. Likewise we will do this nationwide and include higher education institutions and state/local government sales as well. In this way we can ensure we have the

correct "feet on the street" in all areas covered by NCPA. With this select group of resellers, we will implement regular trainings to ensure they understand the NCPA contract and the target audience. Ongoing efforts will be to establish a regular sales meeting cadence in which we review sales efforts, pending opportunities and any issues. Manufacturers and their local sales teams will likewise be engaged to assist in the identification of opportunities and special pricing. We will provide support for table top shows, collateral and web landing pages for our participating resellers. Ultimately, we see our role as an IT distributor to provide all of the tools a reseller will need to increase their sales on this contract and to help develop the partnership with the vendor and their field sales teams. SYNEX will also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

Marketing this contract will include a number of simultaneous activities:

- Press release
- Identifying the resellers we want to authorize to promote this contract
- Reseller recruitment and training
- Multiple training webinars for both internal sales teams and external customers
- Dedicated NCPA web page development
- Development of marketing materials
- Attending industry events and table, top shows
- Ongoing reseller recruitment efforts and internal sales trainings
- Enduser demand generation team will drive awareness with endusers on behalf of our resellers

Describe How you Intend to Introduce NCPA to your Company

Contract Management Summary

Award

Create T's & C's summary; develop pricing calculator
Communicate win internally and with each vendor line
Determine rules of engagement; assign responsibility roles

Recruitment

Identify Resellers: Vendor lists; SYNEX POS; Sales Manager's; OSRs prior to award
Training: onsite; online; webinars
Establish eligibility requirements
Sign participation agreement

Contract Management

Monthly contract review by SYNEX contracts team - the good, the bad and the ugly
Monthly status calls with each participating reseller
Quarterly cadence calls with the contractor community
Ongoing calls with participating vendors to update/revise strategy.

Initial Kick off phase-

Upon award, communicate to vendor and internal vendor PM/BDM teams
Put together contract terms and conditions; pricing calculator; price file
Review administrative requirements
Set e-mail aliases
Webpage development-contract details, calculator, location for vendor ads, forum, Q&A
Determine vendor's strategy and reseller engagement; special pricing
Establish reseller qualifiers, sales minimums, agreement
Identify reseller candidates via POS, ISRs, OSRs and vendor input
Contact reseller
Require business plan/marketing plan
Conduct trainings via webinars of resellers, sales reps, BDMs, PMs and vendor
Possibly conduct joint road shows to promote/train
Press release
Marketing materials for resellers

Ongoing management-

Trainings/webinars - initially and ongoing
Product refresh - marketing and communication
Business development-slip/gain report for both reseller and vendor
Business development-monthly sales report to vendor with email updates
QBR for reseller (or as needed)
QBR for vendor
Vendor seasonal pricing for this community
QBR webinar for reseller community
Marketing events
Updating Reseller database with contact information

SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams; our business development team and authorized resellers and solution providers. Essentially, it will entail training, collateral, PPT presentations and onsite visits to conduct Q&A. Training is an ongoing process that should be scheduled throughout the year on webinars, onsite trainings and industry events. Communicate access to the website; collateral that is available; processes on obtaining quote/orders and contract pricing. All aspects of the contract, from marketing it to the enduser to customer service to tech support, needs to be explained.

Describe your Firm's Capabilities and Functionality of Your On-Line Catalog/Ordering Website

See attached pdf document

Describe your Company's Customer Service Department

SYNNEX Customer Service and Return Policy

PRODUCT RETURNS Return requests may be submitted through the following channels:

CUSTOMER SERVICE Hotline: 800-756-1888 Monday through Friday 8AM-8PM EST

EMAIL: CSHELP@SYNNEX.com

WEBCHAT:

http://apps2.link2support.com/WEBCHAT%20SYNNEX/Main.php?do=_WEBCHAT&submit=Login

REQUIRMENTS

Defective or damaged Products or those subject to customer remorse may be returned to SYNNEX by adhering to the Requirements below.

1. Reseller must obtain a valid RMA number for all returns.
2. As the distributor of manufacturer branded products, SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or re-stocking fees for returns. At a minimum, SYNNEX agrees to a 30 day return policy for unopened product.
3. Not all product lines are eligible for this return policy. Check with your SYNNEX salesperson to verify specific eligibility.

PROCDEURES

The procedures provided below for replacement or credits are the exclusive remedies to Reseller for any claim related to any defective or damaged Products or customer remorse.

1. RMAs will be issued for items eligible for return. If any item is ineligible for return, Reseller will be informed and the RMA will be denied.
2. SYNNEX will not be obligated to replace or provide credit for Products returned as defective and damaged from abuse, misuse (including improper storage) or other product warranty exclusion, from attempted repair, or during repossession or shipment to SYNNEX.
3. Ineligible returns and returns not on approved RMAs will be disposed of at SYNNEX's discretion with no credit, and a charge back will be issued for any ineligible deductions taken.
4. RMAs expire within twenty (30) days of issuance. SYNNEX has the right to refuse returns after such date.
5. SYNNEX will respond to RMA requests within forty-eight (48) hours of receiving from the customer. Requests must include the following information:
6. Sales Order Number
7. Description of merchandise
8. Manufacturer part number
9. Quantity
10. Specific reason for return and condition of product: Factory Sealed or Open
11. Serial Number
12. Notification of approved RMA requests will be made via fax or e-mail. Authorized returns must be shipped freight prepaid.
13. Returns must be received at the return location designated by SYNNEX on or before the last date of return to be eligible for credit. Credit for returns will be issued within one (1) week of receipt of merchandise at the Net Reseller Price in effect on the date SYNNEX receives the eligible product
14. All returns must be in the original manufacturer box. A packing slip must be included in each box or pallet identifying the product numbers, quantities, number of boxes. A copy

of the RMA must be attached to all boxes for UPS shipments and at least two cartons for common carrier shipments. Boxes should be marked 1 of XX, 2 of XX, etc.

Green Initiative

Environmental Services

Recycle, Disposal, and Asset Buy-Back Overview

SERVICESolv specializes in the environmental recycling of retired IT equipment and print consumables. With expertise in risk mitigation, logistics, asset management, re-marketing, recycling, and data destruction, our recycle and disposal services help you responsibly handle your customers' outdated hardware.

SERVICESolv has experience processing the obsolete assets of companies in the financial services, healthcare, insurance, and legal industries, as well as for government and education. Our processing plants are equipped with state-of-the-art data-erasure and destruction technology to provide your customers with the peace of mind that all data and drive destruction is performed to the most-stringent international data-security standards.

To ensure that hardware is safe for reuse, SERVICESolv's standard data overwrite process includes a three-pass data wipe compliant with the U.S. Department of Defense 5220.22-M. Additionally, a certification of data erasure and destruction is furnished for each onsite service performed or shipment received.

What is the value of the SERVICESolv Recycle, Disposal, and Asset Buy-Back Services for you?

- Safe and compliant removal of assets and destruction of data
- Competitive offers for all hardware recycling, often including buy-back estimates
- Single point of contact for the entire project, from initiation through completion
- Tailored services to meet each client's individual needs
- Options for on-site data destruction

Get started with recycling IT equipment by downloading and completing the recycling worksheet from <http://www.SYNNEX.com/servicesolv/whatis/recycle.html>. Once completed, return the recycling worksheet to SERVICESolv@SYNNEX.com.

Assets Commonly Recycled

- Notebooks
- Desktops
- Displays
- Printers
- Print consumables
- Servers
- Storage systems
- Handhelds
- Networking equipment
- Many other electronics

Green Solutions

IT equipment can be up to 25% of total enterprise energy use, and datacenter energy use doubles every 5 to 8 years. As energy costs continue to rise, pressure builds on the bottom line. SYNNEX Green Solutions provides a set of tools and services focused on helping you tap into the sales potential and customer value for Green IT, delivering IT solutions that reduce energy and save your customers energy and money.

One of our most successful services is the SYNNEX Utility Incentive Program for resellers. This nationwide program is a list of identified electric utilities offering incentives to companies for IT

projects that save money. SYNEX handles the calculations, applications, and other elements for utilities to approve a project for incentives.

What is the value of Green IT?

Ability to identify IT projects that are eligible for electric utility rebates and to manage the paperwork process seamlessly.

Allows you to offer a Green IT solution in your services portfolio, showcasing your business as socially-conscious.

Manage customers' EOL assets through our E-waste recovery and recycling service that pays you for supporting a greener planet.

What are some of the features of SYNEX Green solutions?

Seamless management of the application process to obtain eligible rebates from participating electronic utilities

All products meeting ENERGY STAR or EPEAT ratings are identified in ECExpress and on our specific Green IT linecard

PO level and custom energy-saving calculators help you define cost savings to support ROI conversations

Development of custom Green IT Roadmap for complex or larger opportunities

Repository for third-party research and white papers you can leverage to develop a foundation for customer discussions



Web SYNEX.com Search...



New Reseller Application

Login ECEXpress

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Services Center

IT Distribution

Integration

Contract Assembly

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IT Support

eSolutions

Overview

Web Services/XML

ECEXpress

B2B/eCommerce

Mobile Applications

eStorefronts

Customer Services

A Solution Suite of Web Services, Mobile Application Development, ECEXpress, Hosted Storefront, and Electronic Services!

Web Services/XML

Increase your business capabilities by integrating easily into ours.

Gain real-time leverage through the SYNEX ERP system to grow your business faster and more efficiently.



Mobile Application Development iPhone/Android/Blackberry/Palm

Not only has SYNEX opened ECEXpress to multiple mobile platforms, but we can make your applications mobile too! Our low cost, high efficiency modeling provides great quality and fast turnaround on your mobile applications needs.



Grow Your Sales using ECEXpress Your one-stop eCommerce site with us.

View license and warranty upsell opportunities, set inventory and pricing alerts through XpressTrak, and subscribe to customized RDS reports for vendor specific data!

Personalized Online Storefront

We host your specialized store for you.

Get simple, seamless eCommerce with SYNEX, Provide your customer access to all manufacturers and categories available from SYNEX at a competitive price.

Electronic Services (EDI/FTP)

The best pricing, availability, and product specifications.

Use B2B/eCommerce (EDI/FTP) to connect directly to our ERP system.
Use our wide array of services to receive the most accurate and up-to-date product information.

Make your business leaner and faster

Email us at: eSolutions@synnex.com

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Introduction



Now your customers can buy online directly from you.

Need a web-based online store to sell products to your customers?
eStorefrontmall.com - developed and hosted by SYNEX - does just that.
You don't need to worry about servers, internet bandwidth, or writing lines of code.

The same products you buy from SYNEX are now available to you to offer to your customers.
You control your product catalog - offer as many products as you wish.

What's more, product content is updated daily.
Your customers get the most up-to-date information that is available.

Now accepting:



Highlights



Offer your customers every SYNEX product, or pick your categories

You control what you want to sell. Choose from our manufacturer listing and narrow your product offering by selecting product categories or even individual skus if you wish.

You have access to more than 100,000 skus.



Set pricing for some or all of your customers.

You control your own pricing. Set a certain percentage, or set specific pricing: your choice.

Do you want to charge select customers different pricing? eStorefrontmall.com allows you to do just that.

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eStorefrontmall.com can mirror your brand



Order Management Controls are Built-in

You can embed **your company logo** and set certain colors and styles to **match your own company brand**.



Show product images, specifications and accessories/add-ons

All the product information available from SYNnex's ECEXpress online ordering system is available in eStorefrontmall.com.

Depending on the type you select, you can **stop, review, and release** orders if you wish, or allow all orders to auto-process. The choice is yours.

If customers have a **special bid number** from a manufacturer, eStorefrontmall.com can accept that and pricing will be updated.



Real-time pricing and availability

SYNNEX's own inventory numbers display.

Your customers see exactly what is available. We can display the actual inventory number, or show the product as In Stock/Out of Stock.



Promote products by offering online coupons

Your customers can take advantage of sales/promotions you offer by entering product coupons.

You can track your coupon codes to see how successful your promotions are.



Secure online ordering gives customer peace of mind

eStorefrontmall.com comes with [Verisign security](#) and [PCI compliance](#), so customers don't have to worry about their sensitive information being compromised.

Customer can use their credit cards, and we'll reimburse you using our Rewards program. (End-user billed store only)



Customers can track their own orders

With our XpressTrak order tracking option (no extra charge), your customers are notified by email when their order ships and is delivered.

XpressTrak allow your customers to know where their orders are without having to contact you directly.



Business reports give you insight about who's buying what

Get a daily summary of who is buying what, and when. Login to get your reports, or have them delivered daily via email.

Features

Setup and Maintenance

Item

Developed and hosted by SYNnex (no servers, bandwidth to worry about)

Based on SYNnex's ECExpress online ordering system, a full-integrated, integrated eCommerce platform that continues to evolve

Create your own niche catalog, or offer all SYNnex skus (approx. 100,000)

Includes Search and Add to Shopping Cart functionality

Secure checkout (Verisign and PCI compliance)

Ability to accept coupon codes and special bid numbers

Select product assortment based on manufacturer, manufacturer category, product category or individual skus

Set your pricing, down to the sku level

Rich product information, including product images, technical specifications and accessories/add-ons, updated daily

'Green' product search included

Default shipping method and optional shipping methods (as upgrades)

Add your company's sales, technical support and customer service contact information

Realtime Inventory display from all SYNnex warehouses?

Option to require customer to login, or leave open to anyone

SYNnex Helpdesk assistance by phone/email

Order Processing and Billing

Item	Enduser-billed version	Reseller-billed version
Order is routed to SYNnex for processing and shipment	Yes	Yes
Customer enters their Credit Card, Shipping Address etc.	Yes	Yes, with additional purchase order field
Order is routed to reseller for review/approval before routing to SYNnex		Yes
Order ships from SYNnex warehouse with reseller address/contact info on packing list/receipt	TBD	TBD

Pricing

Initial setup fee = \$99

Monthly maintenance fee = \$199

Here are the benefits you get with eStorefrontmall.com:

1) A Proven eCommerce Platform

eStorefrontmall.com is built on top of ECExpress, SYNnex's mission-critical reseller ecommerce platform. You get reliability and comfort knowing we have integrated our code platform, web server knowledge and ERP processes into eStorefrontmall.com.

2) Security for your customers and for you.

eStorefrontmall.com offers the following security features:

- Payment Card Industry (PCI) Security for enhanced payment card data security.
- VeriSign – our sites are VeriSign secured
- Sensitive information is transmitted by Hypertext Transfer Protocol Secure (HTTPS), providing encryption and secure identification.

3) Up-to-Date Product information, Technical Specifications, descriptions and Product Images

Maintaining a catalog of product in an online store can be difficult, as new products are introduced and older products expire.

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4) Evolving platform

When you look at partnerships, you need to feel comfortable knowing your partner grows with you. Your Storefront is maintained in-house by experienced SYNnex staff.

eStorefrontmall.com evolves based on requests from other customers. You gain the added benefit of better tools and upgrades.

With eStorefrontmall.com, you don't have to worry about building your own eCommerce store or maintaining complex software. The same platform you use to order from SYNnex is what you can offer your customers.

You can concentrate your efforts on giving your customers the attention they need, and they can place orders whenever they want, at any day/time they want.

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TAB 5 – PRODUCTS AND SERVICES

SYNNEX is a broad-line computer products distributor with over 1,000 OEMs on our corporate line card. We have 11 distribution centers nationwide with the ability to deliver product within 1-2 days. We also have a full service integration facility located outside of Memphis, TN that can provide a full range of integration services. Our authorized OEM list is attached. Products will include mobility, networking, security, storage, software, IoT and cloud. We are also including our full range of services.

We sell to over 25,000 Value-Added Resellers (VARs) and solution providers nationwide with over 7,000 active resellers on a monthly basis in the Public Sector market. We intend to offer an ecosystem of resellers to help support this contract and providing onsite sales and technical support and customer service. We will be able to offer complete coverage nationwide in support of the NCPA contract.



SYNNEX CORPORATE 2019 LINE CARD

Corporate Headquarters

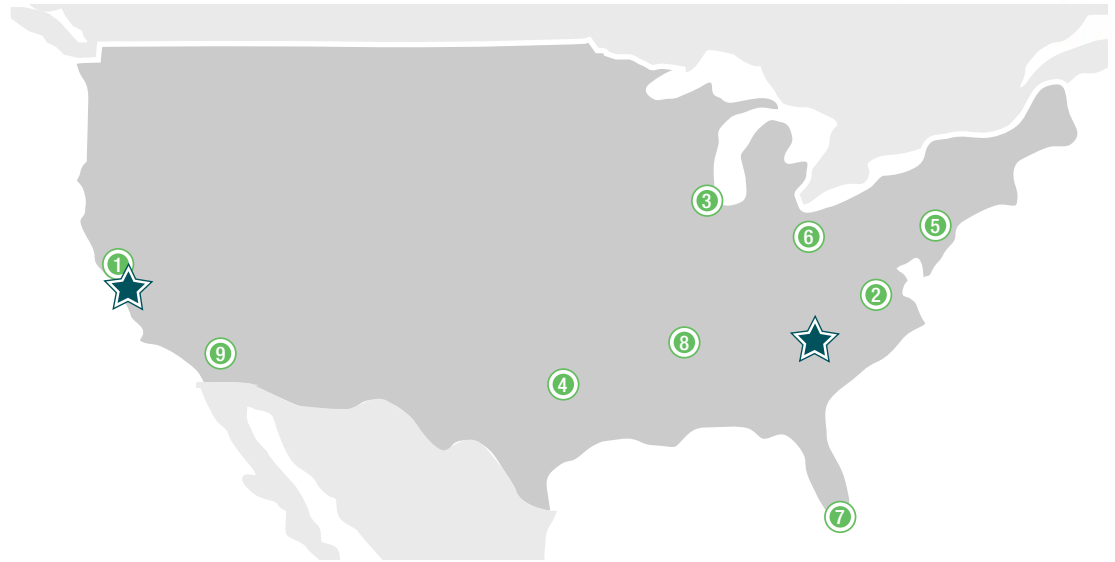
Fremont, California

Sales Headquarters

Greenville, South Carolina

Warehouse Locations

- 1 Tracy, California
- 2 Chantilly, Virginia
- 3 Romeoville, Illinois
- 4 Richardson, Texas
- 5 Monroe, New Jersey
- 6 Grove City, Ohio
- 7 Miami, Florida
- 8 Southaven, Mississippi
- 9 Chino, California



*ISO-9001-2000 Manufacturing Facilities

ADVANCING IT INNOVATIONS

Map your destination to increased productivity, cost savings and overall business success. Our distribution centers are strategically located across the United States to provide you with product where you need it when you need it. Each of our distribution centers provides our customers with warehouse ratings of nearly 100% in accuracy and PPS (pick, pack and ship) performance. Couple that with unsurpassed service from our infrastructure support, giving you one more reason why you should be doing business with SYNNEX. That's service and infrastructure support you can rely on!

SERVICES

Sounds simple, but at SYNNEX we understand that true business growth requires access to meaningful, tangible business infrastructure, tools, and resources. That's why over the last year we've invested heavily in providing our partners with high-impact business services, designed from the ground up to provide real value, and delivering on our commitment to provide unprecedented support to our most valuable asset, our partners.

- GSA Schedule
- ECEExpress Online Ordering
- Software Licensing
- Reseller Marketing Services
- Leasing
- Integration Services
- Trade Up
- A Menu of Financial Services
- SYNNEX Service Network
- ASCII Program
- PRINTSolv

INFRASTRUCTURE

Components East
800.444.7279

Components West
888.756.4888

Government Sales
800.456.4822 Ex. 4007

Security Sales
800.444.7389

Leasing
800.451.5744

POS Solutions
800.753.6927

Customer Service
800.756.1888

OEM West
800.756.7888

CTI Products (Sales)
800.444.7359

Regional Office
800.756.5974

SMB Sales Group
855.899.0050

Supplies & Accessories
888.223.1164

Software
866.226.7532

License Online West
800.414.6596

**License Online Central/
East**
800.432.6980

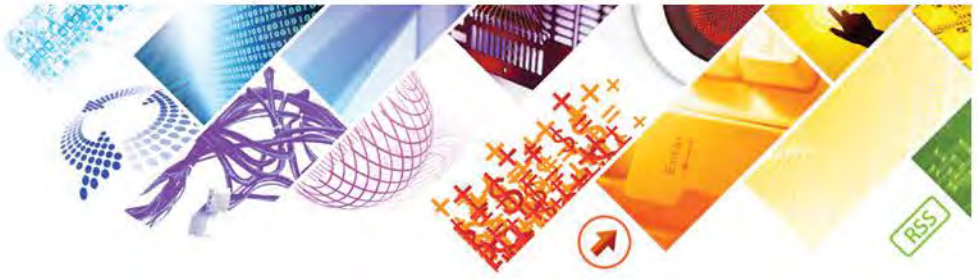
Auto ID / POS Sales
800.950.5974

**ICG Security &
Wireless LAN**
800.688.0751

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2019 LINE CARD

10ZiG
2FA
3D Classroom
3D Systems
3M Touch
3M Mobile Interactive Solutions
3S Vision
3VR
4D Global
4Sight
6fusion
65bit Software
911 Enable

A Deeper View
AAEON Electronics an ASUS Company
ABBY Software ESD
Absolute Software
ABVI
Access Data
Accessory Power
Accortec
Accu-Tech
Accuvision
Acer
Act-On
Actian
Actifio
Actineon
Actiontec
ActivIdentity Envoy
Actsoft
Acuo Technology
Adaptac
Adaptiva
Adata
Add-On Computer Peripherals, LLC
Addlogix
Addmaster
ADESSO
Adlink
Adobe
Adrem Software
ADS Technologies
Advanced Input-Esterline
Advantech
Aegis Micro/Formosa- USA
Aerohive
Aetherstore
Afco Systems
After Mouse
AG Antenna
Agema
Agosto
Airclass
Akitio
Algo Communications
Alibaba Cloud
AlienVault
Alive Studios
Allen Systems Group
Allied Telesis
Alloccacoc
Alloy
Allround Automation
ALLSOP
Altair Engineering
Altaro
Althon Micro
Altia Systems
AltiGen
Aluratek
Ambir Technology
AMD/ATI Fire
Amer Networks (formerly Freedom 9)
Amico Accessories
AML
Amped Wireless
Amphenol
AMX
Amzer

Anacom Medtek
Anchor PD
ANCORA
Anthro Corporation
Antop Antennas
Anuta
Aomata
Aopen
AppAssure
Appspace
APC
API
Aporoto
AppCom Solutions
Appistry
Apstra
Aquarius
Arbor Networks
Architext
Arclyte
Arctic Cooling
Areca
Aristo Flatbed Cutters
Armoractive
Armored Shield
Array Networks
Artisan
Artisan Infrastructure
Aruba Networks
Arxscan
Asante Networks
ASG
Aspect Software
Aspire/Standzout
Assist Education
Astro Gaming
ASUS
Asus CE
Asus Notebook
AT&T
Atdec
Aten Technology
ATI Graphics Cards
Atlantis Computing
Atrack
ATX
Audio Fetch
Audio Messaging Solutions (AMS)
Augmentix
Aurora Multimedia
Auslogics
Authen2cate
Authlogics
Autotask
Avanquest
Avaya
Avenues
Avermedia
Aviva Solutions
Axiom
Azend Corporation
Azpen

B+B Smartworx
BAE Systems
BAK USA
Bamboo Solutions
Bandura Systems
Bandwidth
Baracoda/Ingenico
Barco Medical
Barcoviev
Barnes & Noble
Barracuda Networks
Basler
Battery Technology
Bay Dynamics
Bay Technical Associates
BCDvideo
Becrypt
BedPhones

Bedwell Technologies
Belkin
Bematech
BenQ
Best Minds
Best Mounting/AFC
Better Energy Systems
Beyond Trust
Bidwell Technologies
Big Switch
BioTeam
Bitflow
BITS Ltd.
BitTitan
Bixolon
Black Box
Black Box Retail Services
Blocks
Blue Ant Wireless*
Blue Coat
Bluebeam
BlueData
Blueforce
Boardshare
Body Solid
Booz Allen Hamilton
BorderWare
Bosch Comm
Bouncepad
BoxIT
Brady People ID
Braggables/MJ Mitchell Consulting
Brainboxes, Ltd
Braven
Brenthaven
Bretford
Bretford Manufacturing
Bridge Communication
Brocade
Brother
Brother Mobile Solutions
BTH2
Buffalo Technology
Bump Armor
Bunce
Bush Industries
Business Logic
Buslink/Global Silicon
BYTECC

C2G
Cable Manufacturing
Cables Unlimited
Cachengo
CalAmp
Cambre Products
Canon
CAPSA Healthcare
Carbonite
Card Scanning Solutions
Case Power
Casio Projectors
CBM Metal
Celestix
Cenomax
CENTON
Centrify
Century Software
Certes Networks
Champion Solutions
Champion Systems
Channel Vision (Custom Installation)
Chargtech
Chassis Plans
Check Point Software
Checkpoint Security Systems
Chef Software
Chelsio
Chenbro
Chief Manufacturing
Ciena

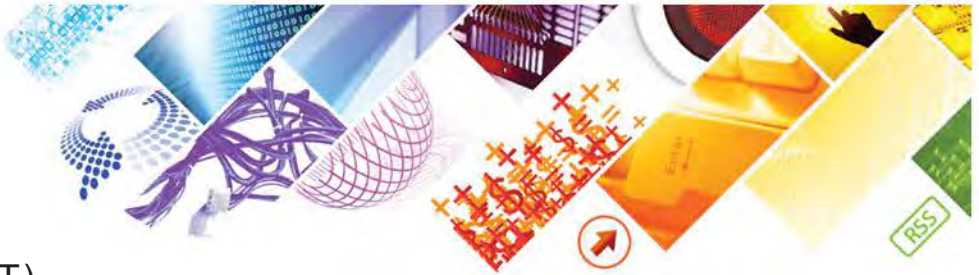
CIG
Cilutions
Cinemassive
Cisco
Clearcenter
ClearColor Ink
Clearone
Club3D
CME
CobWebs
Coby
CognitiveTPG
Cognito
Comcast Business
Commvault
Component One
Compu-Lock
Compulocks Brands
Compunetix
Computer Instruments
Computer Security
Computer Warranty Services
Comsquard Systems
Conarrative
Connection-E/Trifusion
Context Americas
Convertertechnology
Conveyant Systems
Coolmax
Copernicus
Core Security
Corel
Corente
Corilogix
Corologix
Corsair Micro
Cortado/Thinprint
Cplane
CPR Tools
CradlePoint
CraftUnique
Creative Labs
Creston
Crimson AV
Crimson Technologies
Crosstec
CRU-Dataport
Crucial Technology
CruDataport
CSDC
CTA Digital
Ctera
Cumulus Networks
Curriculum Loft
CXTEC
Cy-Fi
Cyberlink.com
Cybernet Manufacturing
CyberPower
CYBERPOWERPC
Cybertron PC
Cybric
Cycle Computing
CYCLONE
Cylance
CYREN

D-Link
Da-Lite Screens
Dahle
Daktech

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Damac
Dane Elec Corp
DAQRI
Data Drive Thru
Data Motion
Datacore
Datago
DataLocker Inc
DataLogic
Datamax Media
Datamax Software Group
Dataram
Dataxoom
Date1
Datera
Daymen Inc.
Decoded Bags
Definitive Technology
Déjà vu Security
Delphi Display Systems
DENAQ, Inc
Deployable Systems/Hardigg
DestructData
Devolutions
DH2i
Diablotek
Dialogic
Diamond
Diamondback Fitness
Dicota
Digedu
Digi International
Digistor
Digital Guardian
Digital Highway
Digital Peripheral Solutions dba Q-See
Digital Storm
DigitalPersona
Digium
Direct Dimensions
Distinow
Distrix
Docker
Doculex
DOD Tech
Dot Hill (eNex Systems)
DP Solutions
Draper
Drawp
Drobo
Dropbox Enterprise
DS3
DT Research
Dyconn
DYMO
Dynamic Systems

E-Sponder
Earthwalk
Eastman Kodak
Easy Tempo
Eaton Corporation
ECO STYLE
ECO TREND Cases, LLC.
Ecosol Solar Technologies
ECS Composites
Edge-core Networks
EDGE Memory
Edgeline Technologies
Edgewater Networks
Edgewave
Edigin
Education Collaborators
Educational Collaborators
EJ Technologies
Ekahau
Electroboard
Electrorack
Elegant Packaging

Elite Screens
Elliptical Mobile
Elmo USA
Elsa Group
Emathsmasters
Emerge
Encore Networks
Encore Software ESD
Encounter Pointe
Endor AG / Fanatek
ENET
EnGenius
Engineered Network Services
Enlight
EnMotus
EnovateIT
EnterpriseDB
ENTRUST
Envoy Data Corporation
Epson
Equus/Mirus Innovations
eReplacements
Ergotech
Ergotron
Ericom
Erwin
Esker
eSpark
ESTERLINE
Evault
Event Builder
Everfocus
Everki
EVGA
Evolis
Evoluent
Evolve III
Ex Point
Exablaze
Exablox
Exabyte
Excelero
Exorvision
Explain Everything
Extensis
Extenua

F5 Networks
Fabcon
Faction
Fargo Electronics
Faxback
Fellowes
FiatLux
Fidelis Cybersecurity
Filewave
Finisar
FireEye
Firemon
Firich/FEC
First Data
First Mobile Technologies
Fishtree
FivePoint
Fixmestick
Flexa Cutters
Flexa Dye Sublimation
Flexera Software
ForensIT
ForeScout
Foreseeson
Formax
Fortinet
Foscam Digital
Foxit
Freedom9
Frontrow/Phonic Ear
Fuji Film
Fuji Film Recording Media

Fujitsu America, Inc.
Full Armor
Full Spectrum Laser
Furman
Fusion-io
Futura Retail Solutions
Future Business

Gamber Johnson
Gammatech
Garland
Garmin
Gateprotect
GBC (a division of ACCO Brands)
Gefen
Geist Manufacturing
Gemalto Envoy
General Imaging
Genesis One
GeorgeJon
GETAC
GFI
Gigabyte
GiiNii
Glacier Computer
Global Environ. Svcs
Global Knowledge
Global Marketing Partners
Global Silicon Electronics
Gluster
GoGuardian
GoldTech
Goldtouch
Good Technology
Google
Graphus
Gridless Power
Griffin
GRS Weigh
Gryphon
Guardian Edge
Guidance Software
Gumdrop
Gvision

H&R Block ESD
Hannspree
Hapara
Hayes Software
Havis
Headplay
Healthcare Information (HCI)
Healthpostures
Hedvig
Hercules/Thrustmaster
Heritage Travelware
Heritage Travelware - Kenneth Cole
Hewlett Packard Enterprise
Hi-Fi Works
Hi-Value Toners
HID Identity/Synercard
High Wire
Higher Ground/HGGEAR
HiKVision
Hitachi Global Storage
Hitachi Hard Drive
HL Corporation/Flicker
HNC Virtual
Howard Medical
HP Inc
HQ Cam
HSM of America
HTM -Vertagear
Huawei
Huawei Device USA
Huddly
Humanetics
HumanScale
Hypersign

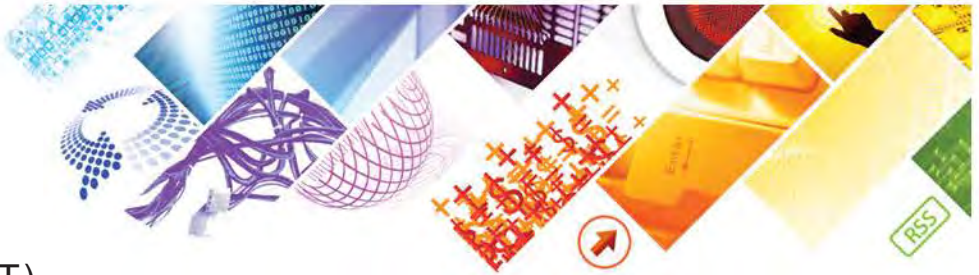
Hyundai

I-Blason
I'm SPA/I'm Watch
I/O Magic
i3 International
i3 Technologies
ICOP Digital
IDAPT
Idera
IGEL
IGI
IKAN Corp
iKEY
Imageware
Imagine Technologies
Imagistics
Imation
IMC Networks
Imperva
InBoxer
Incase
Incipio
Incisive Software
Independence IT
Independence IT
Indigo
Industry Weapon
Infinitat
Infoblox
Infocase
InFocus
InfoPrint
Informa Software
Infosoft-Fusion Charts
Infrascale
Ingres
Inkjetwarehouse
Inland Products
Innergie
Innovative Card Scanning
Innovative Office
Inseego
Insperity
Instant Technologies
Insulfab
Integra Networks
Integral
Intel
Intelligent Computer Solutions
Intelligent ID
Intellinet
Intuit ESD
Intuition
INUVIO
Inwin
ioFabric
Iogear
IOLO ESD
Iomega
Iosafe
IP Home Products
iPearl
IRSA Video
ISI
iStabilizer
iStarUSA
iStorage
IT In Motion
ITWorx
Ixia

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IXsystems
iYogi USA

Jaco
JAR Systems
Jaspersoft
Jatheon Technologies Inc.
Jaton
Jefa Tech
JetBrains
JMR Electronics
Joro
JPL
Juicepresso
JungleDisk
Juniper Networks
Just Systems Canada
JVC

Kaminario
Kanex
Kanguru
Kantek
Karv Flatbed Cutters
Kaser Corporation
Ken-a-vision
Kensington
Kerio
Keyovation
Keyscan
KeySource International
Keytronic
Kinesis
Kingston
Kingston Digital Inc
Kingston Distribution
Kinyo
Kitenga
Klas Telecom
Kleen Concepts
Knowledge Management Association
Koamtac
Kobian
Kobian
KODAK
KOM Networks
Komprise
Konftel
Konica Minolta
Kramer
KSI Data Sciences
KSI Envoy
Kwikset
Kyocera

LaCie
LandAirSea
Lanier
LapCabby
Laplink Software
Lasershield
Launchpad
Lawson Screen
LD Smart
Learn21
Legrande
Leica Geosystems
Lenovo
Lepide
Let's Gel
Level Platforms
LexisNexis
Lexmark
LG Electronics
Liaison
LifeSize
Lightspeed Systems
LigoWave
Likewise

Lilee
Lind Electronics
Link Depot
Linksys
LinkSystems
Linoma
Listenwise
Lite-On
Litronics Envoy
LittleBits
LiveTiles
LMI Solutions
Location Based Technologies
Lockdown Tech
Lockncharge
Loctek
Logbar
Logicube
Logitech
Longse
Lowry Software
Lsquared
Lumisource

M360
M&A Technology
Maclocks
Macro Image Technology
Magellan
Magix Software
Magma
Magnetic 3D
Magtek
Mainpine, Inc
MakeSense
Makitsco Displays
MMF POS
Man and Machines
Managed Objects
Manhattan
Mariner Software ESD
Markware
Materialise
Matrox
Maxell
Maxta
Maxtor
Maxtrak
MaxxFi
McAfee
Mediatech
medM
Mellanox
Memorex
Memorex Electronics
Memory Experts
Meridium
Merkury
Message Labs
Message Logic
Meta Company
Metadot Corp
Metafuse dba Project Insight
Metrologic
Metropolis
Metrovac
Mettler Toledo
MicroMicr
Micron
MicroPac Technologies
Microsoft
Microsoft ESD
Microsoft Hosted Exchange
Microsoft OEM
Microsoft Retail
Microsoft Surface
Microsoft Surface Hub
Milestone Systems
Mimo Monitors

Minicom
Minuteman Power Technologies
MIO Technologies
Mirantis
Mita
Mitsubishi
Mitsubishi Digital Electric America
Mizco
MJ Mitchell Consulting/Braggables
Mobelisk
Mobile Action Technology, Inc.
Mobile Demand
Mobile Edge
MobileMark
Mobiltrackr
Mobisystems
Mohawk USA
Mojo Networks
Monitors In Motion
Monnit
Monoprice
Moonwalk
MooreCo, Inc
Mota
Motion Computing
Motorola Phones
Motorola Solutions
Movavi Software ESD
Movea
MPak
MS - Cash Drawer
MSE
MSI Gaming Laptops
MSS Software
Multi-link
Muratec
Mutare
MyCDesk (Elyone)
MyStemKits

N1 Critical
N-Able
Nanonation
Ncipher Envoy
NCP Engineering
NDS Surgical Imaging
Nearpod
NEC
NEC Corporation of America
NEC Display Solutions
NEC Servers
NEC Software
NEC Storage
Nervepoint
Neschen Americas
NetAccess
Netcomm
Netgear
Netis Systems
Netlib
Netmotion
Netop
Netsparker
Netsurion - Eventtracker
Network Equipment Technologies
Netwrix
Neverware
Newell Co-Sanford
Newline
Nexenta
NexGen
Nicware/Niclabel
Niko Electronics
Nimbus Data Systems
Nitro PDF
Noble Locks
Nodeprime
Nokia
Nor-Tech

Norcent
Notable Solutions, Inc.
Novastor
Novuscell Batteries
Now Micro
Nuage
Nuance Communications
Nuance Dragon Medical
Numonix
Nvidia

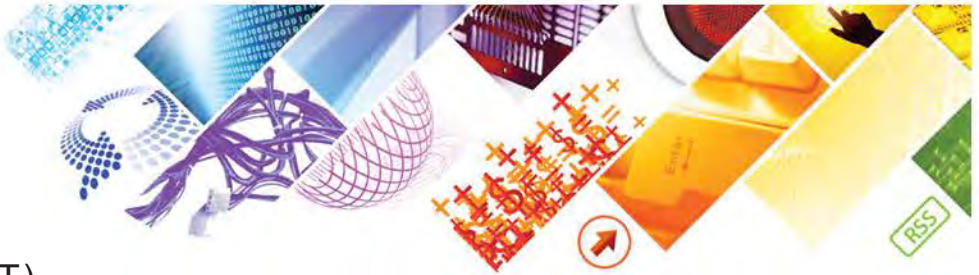
O'Neil Printers
O2 Security
Objectworld
Observint
Obsidian
OCN Labs
OCSys
Octa
OCZ Technology
ODIN Technologies
Ohbot
Okidata
Olea
OLIXIR Envoy
OminScan 2
OnCue
OneWorldTouch
OnSSI
Onyx Graphics Inc
Oomi
Open-E
Open-Xchange
Opengear
OPS Solutions
Optimum
Optoma
Oracle
Original Power
OrionVM
Ortronics
OSNEXUS
Otter Products
Otto
OutSystems
Overland Storage
Oxcyon

Packaging Strategies
Packet 8
Packetviper
Paessler
Palo Alto Networks
Panasonic
Panasonic Communications
Panasonic Consumer - Security
Panasonic POS
Panasonic Pro Video
Panasonic Projectors
Panasonic Toughbooks
Panda Security
Pannin
Panorama Antenna
Pantone Solutions
Papago
Para Sys. Inc.
Paragon Furniture
Paragon Software
Parallels
Partner Tech
Patriot Memory

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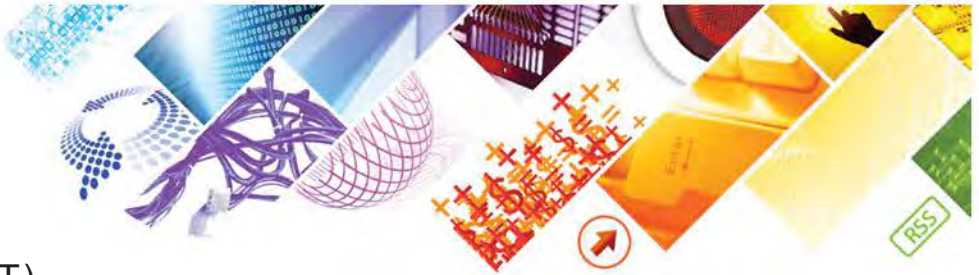
2019 LINE CARD (CONT.)

Patrol PC	Quanta	School Messenger	SoundTrap
Paxton Access	Quantum	Science Logic	SP Controls
Payoda	Quark	SCM Microsystems Envoy	Space Saving Solutions
PC Gearhead	Quartet	SCO Group	Spark Integration
PC Matic	Quatech	ScopeStack	Spectrum Business
PC Pit Stop	Quattro	Scosche	Spectrum Corporation
PDUs Direct	Quest International	Scott Clark Medical	Speechswitch
Peerless Industries	Quest/Totoku	SCP	SpeedLink
Pelican	Quick Quality Cabinets	Screenrag	Sphere3D
PenPal Schools	Quicken ESD	Screenscape	SPIKES
Pentaho	Qumu	Scribe	Spracht
Perfect Fit		Seagate	SPRACHT
PeripheralLogix		SealShield	Sprinxle
PEXAGON		Seavus	SSE Technologies
Pexagon Tech		SecPod	SSG Consulting
PGI		Security First	SSH
Phantom Glass		Securly	Stadia Media
Pharos Science and Application		SEH Technologies	Staedtler Noris
Philips		Seiko Instruments	Star Micronics
PhishMe		Seiko Instruments USA	Startech
Phonic Ear		Sen.se	Startech.com
Photo Shelter		Sena Cases	STEC
Pi-Top		Sencore Inc.	Steganos
Pica8		Sengled	Stelle
Ping HD		Sennheiser	StemFuse
Pivot3		Sentinel	Stephen Gould Corp.
Planar		Sentry360	Still Secure
Plantronics		ServerTech	Stirling Communications
Plasmon Optical Media		ServicePoint365	STM Brands
PLE SOFTWARE GROUP		Services	StorageCraft
Plextor		Sharegate	StorageTek
Plug-In Storage		Sharp	StorMagic
Plum Laboratories		Shaun Jackson Design	Stormboard
Plumgrid		Shivnet	Stratus
Plus Technologies		Shuttle Computer	Stulz Air
PNY		Shuttle Security	SugarCRM
Point A Technologies		SI Screens (Screen Innovations)	Suitable
Policy Medical		Sierra Wireless	SUMMA America
Polycom		Sigma Photo	SunBrite TV
Polyvision/Steelcase		Signagelive	Supercom
POSBank USA		Signix	Supermicro
POSH Manufacturing		SilG	Surecall
Positron		Silex	Swiftpage
Posturite		SiliconDust	Swingline
Powercart		Silver Peak	Swyx
Powervar		Simple8	Syam
Precise Biometrics Envoy		Simplifi	Syba Multimedia
Precision Dynamics Corp		Simply NUC	Sychron
Precision Mounts		SIOS Technology, Inc	Sychron
PrehKeyTec		Sitch AI	Symantec
Premier Mounts		SKB Cases	Symantec Hosted Services
Premium Compatibles		Skin-It	Symbee
Prestige International		Skull Candy	SyncroSoft
Preton		Skykick	Synel Industries
Prevalent		Skykit	Synology
Prime View		Smart AVI	Syntax-Brilliant
Printek		Smart Modular	Syntela
Printer-Logic		SmartPower Systems	System Design Advantage
Printronic AutoID		Smith Enterprises	Systran
Printronic LLC		SMK-Link	
Private Label Media		Snoopwall	
Proline		Socket Mobile	
Prologic		SOFTEX	
Promethean		SoftLayer	
Promise		Software & Peripherals	
Promisec		Software Shelf	
Protect Computer Products		Solar Rig	
Protect Covers		Solarflare	
Proxima RF		Sole Source Technology	
Proximity Systems		Solid Line Products	
PSC		Solidfire	
Psion		SOLO	
Pulse Secure		Sonic Foundry	
Puppet Labs		Sonitronix	
Pure Orange		Sony	
Purple		Sony Chemicals	
		Sony Content Capture Solutions	
		Sony Professional Monitors	
		Sony Projectors	
		Sony Prosumer Displays	
		Sotel	
Qlogic	SA International		
QNAP	Safe-T		
Qualtrax	Safety Vision		
Quammax	Sagemcom		
	Sakar-Altec Lansing		
	Salamander		
	Samsung		
	Sandisk		
	Sans Digital		
	Sanyo		
	Sanyo Denki		
	SAP		
	Sapien Technologies		
	SATO		
	Savin		
	Scala		
	Scale Computing		

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2019 LINE CARD (CONT.)

Tandesa
Tangent Computers
Tannoy
Targus
TCP Wave
TDK
TEAC
TeamOne Networking
Team Viewer
Teamboard
TEC Lighting, INC
Tech Global
Tech Products 360
Techguard Security
Technologies LTD.
Tegile
TEKLYNX International
Teleepoch
Telephonetics
Teles
Telit
TelWorx
Tely Labs
Tempest Lighting
Tempusnova
Tenergy
Teradici
TeraMedica
Teras
Texthelp
The Joy Factory
Thecus
Thermal Take
ThingLogix
ThreatTrack
Tidebreak
Tiger-Vac
Titan Radio
Tommo
Toolfarm
Toopher
Top Patch
Toshiba
Toshiba Security
Toshiba-Tec
Total Computing Solutions
Total Micro
Totoku Motor
Touch Systems
TP Link
TPcast
TPG
TPK VD
Tracewell Systems
Track Scan
Transcend Information
Tranxition
Tremolo Security
TRENDnet
Trenton Systems
TRG Group (Wenger/SwissGear)
Triad Floors
Tri-Color
Trident Systems
Tripp Lite
Tripwire
Trisys
Troy MICR
TSC
TSI Touch
Tuff Technologies
Turtle by Perm-A-Store
TVS (Eversun- Technologies)
Twinhead
Twistlock
Tyan
Tycon Power

UMANGO
Uniform Industrial Corp

Unify
Unirise
Unitech America
Universal Devices
Uniwide
UNXIS (SCO)
Unytouch Manufacturing/Firebox
Upcycle Goods
UPEK
Uptime Devices
Urban Armor Gear
US Robotics
USSi
Utility Associates
Utimaco

V5
Valcom
VanDyke Software
Vantage Point
Vantec
VARCommerce
Varonis
Vation Ventures
Vault
VCOM - Hamilton Buhl
VDO360
Veilux
Velocilinx
VeloCloud
Veracity
Verbatim
Verizon Enterprise
Vertiv
Viavi
Victorinox
Victory Multimedia
Videobank Digital
Videxio
Viewer Central
ViewSonic
VIO
Vipre
Vircom
Virsto
Virtuu
Visage Mobile
Vision Wireless
Visioneer
VisionMAX
Visix
Vistaquest
Vivid Laminators
VM Electronics
Vorp Energy
Votiro
VSS Monitoring
Vtech
VuPoint
VuRyte
VWR/Triumph Boards
VXL Instruments

Warp Mechanics
Wasp Bar Code
Watchguard
WD, a Western Digital Company
Webroot
Wellbeats
Welltron
WePresent
West Penn Wire
Westinghouse
WeVideo
White Label Document Services
WhyGosh
Williams Software Group
WinMagic
Winston International
Wiresoft

Wirexpress
Wizard Wall
Wolters Kluwer Health
Women In Bags / Fabrique
Wondersign
Woodware Furniture
Worthington Distribution
Woven Systems
Wyse

X-Rite Pantone
X-IO
Xerox
Xerox Scanner
XFX
Xi3
XPand Cinema
Xplore Technologies
Xsigo
Xtreme Cables
XtremeMac
XYZ Printing

Yamaha
YouSendIt
Yuneec

Zend Technologies
Zettaset
Ziften Technologies
Zimbra
Zinstall
ZLINE
Zoom Video
Zotac
ZTE
ZyXel

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SYNNEX Strategic Procurement

The Strategic Procurement division helps new vendors enter distribution by identifying, developing, and managing the vendors needed to complete our customers' solutions. These vendors represent many different verticals and business models and help us drive incremental value for our partners.



Why Choose SYNNEX as Your Distribution Partner?

Suppliers

More than 500 incremental vendors

Product Categories

- Commercial
- Professional AV
- Networking
- Manufacturing/Industrial
- Consumer electronics
- Public Sector
 - Government
 - Education
 - Regulated Industries
 - Healthcare

Full Distribution Services

- Logistics Management
- Product Fulfillment
- 24x7 Order Processing and Billing
- Technical and Sales Support
- Dedicated PM Team
- Virtual Inventory/EDI

CONTACT

Strategic Procurement

Email us directly at:

strategicprocurement@synnex.com

Call your SYNNEX Rep:

864-349-4117



SYNNEX

Strategic Procurement

2019 LINE CARD

Software:

2FA
Assist Education
3D Classroom
4D Global
6Fusion
65bit Software*
911 Enable
A Deeper View
Abbey USA
Absolute Software
Access Data*
ActiViduity Envoy
Act-On
Actsoft
Acuo Technology*
Adaptiva
Adrem Software
Alive Studios*
Allen Systems Group
Allround Automation
Altaro
Aomark
API*
Aporeto
Appistry
Astra
Architext*
Arxscan
Aspect Software
Assist Education
Aurora Multimedia
Auslogics
Authzicate*
Authlogics
Avanquest
Aviva Solutions*
Bamboo Solutions*
Best Minds
Blueforce
Booz Allen Hamilton
Bridge Communication
Business Logic
Celestix
Centrify
Champion Solutions
Chief
Clearcenter
CobWeb
Computer Instruments
Conarrative
Convertertechnology*
Conveyant Systems
Coral
Corenti
Core Security*
Cortado/ThinPrint*
CPR Tools
Crimson Technologies
Crosstec
Crossvale
CSDC
Curriculum Loft
Cyberlink.com
Cyberloq
Cybric
Cyren
Data Motion
Datal
Deja vu Security
Devolutions
DH2
Digital Guardian
DigitalPersona
Dig-Cert
DP Solutions
Drawp
Dynamic Systems
Easy Tempo
Edgewave
Edigin
Ekahau
Emathsmasters
Encounter Pointe Software
Engineered Network Services
Enitrust*
Esker
Event Builder*
Excelero
Extensis*
Faxback
Fishtree
Flexera Software
ForensiIT
FoxIT*
Frontrange Software*
Gemalto Envoy
Genesis One*
Global Environ. Svcs*
GoGuardian
Graphus
Hayes Software
Idera
IGI
ImageWare
Incisive Software
Indigo
InfoSoft-Fusion Charts
Insperty
Instant Technologies
Intelligent ID
ITWorx
ISI
JetBrains*
Just Systems Canada*
Laplink Software*
Launchpad
Learn21
Lepide
Liaison*
LinkSystems
Linoma
Liquid
Litronics Envoy

Logicube
Lowry Software*
lsquared
M360
Magellan*
Magix Software
Make Sense
Markzware
Materialise
Maxtrak
medM
Meridium
Meta Company
Metafuse dba Project Insight
Mobiltrackr
Mobisystems
MSS Software
MyCDesk (Elyone)
MyStemKits
Nigher Envoy
NCP Engineering
Nearpod
Nervepoint
Netlib
Netmotion*
Netsurion - Eventtracker
Newerware
Niciware/Niciabel
Nitro PDF
Nodeprime
Novastor
Now Micro
Nuance Communications
Nuance Dragon Medical
Numonix
OrionScan 2
Open-E
Optimum
OrionVM*
Oxycon*
Paragon Software
Parallels
Payoda
PC PI Stop
PenPal Schools
Perpetuum
PGL
PhishMe
Photo Shelter
Plumgrid
Plus Technologies
Policy Medical
Pradeo
Preston
Prevalent
Printer-Logic
Privatizeme
Promisc
Puppet Labs
Qualtrax
Quattro
Quark
Qumu*
Radaptive*
Radiant Logic*
Rapid Deploy
ReCast
RedGate Software*
Retrospect*
RJS Software
Rootsecure
SA International
Safe-T
Sapien Technologies
Science Logic*
ScopeStack
Seavus
SecPod
Security First
Sentinel
Sharegate
Signagelive
Signix
Simple8*
Spectro
Spectrum Corporation*
Spikes
SPRACHT
Sprinkle
SSG Consulting
SSH*
StemFuse
Stratus*
Supercom
Swiftpage
Swyx
SyncoSoft*
Syntrix
Sysstran
TABLETMedia
Tandegsa
TechTerra
Teramatica
ThingLogic
ThinkParq
Tidebreak
Toolfarm
Toopher
Total Computing Solutions
Transition
Tremolo Security*
Utimaco
VanDyke Software*
Varonis*
VideoBank Digital
Vircom*
Votiro
Waterdog
Wellbeats
Williams Software Group
WinMagic
Wolters Kluwer Health
Xmedius
Ziften Technologies*

Hardware:

3S Vision*
7Signal
4Sight
ABVI
Accessory Power*
Accortec
Accu-Tech
Accuvue
Actifio
Actioneer*
Actiontec*
Aciuant
Addlogix
Addmaster
ADESSO
Adlink
Advanced Input-Esterline
Alco Systems*
After Mouse*
AG Antenna
Ago Communications
Allied Telesis
Allocoacoc
ALLSOP
Altair Engineering
Ambir Technology
Amer Networks
Amico Accessories*
Amped Wireless
Amphenol
Amplivox
Amzer
Anacom Medtek
Anthro
Antop Antennas
Aquantia
Arclyte
Arctic Cooling
Armoractive
Armored Shield
Array Networks
Asante
Aspire/Standzout
Astro Gaming*
Atdec
Attack*
ATX
Audio Fetch
Avermedia*
Axiom
Azend*
Azper
BAK USA
Barco Medical*
Battery Technology
Bay Technical
BCDVideo
Belkin
Best Mounting/AFC
Better Energy Systems*
BioTeam
BITS Ltd
Black Box*
Black Box Retail Services*
Boardshare
Bouncepad
BoxIT
Bragables/MJ Mitchell Consulting*
Brainboxes, Ltd
Brenthaven
Bretford
Brother Mobile Solutions*
Bump Armor
Bush Industries
Business Machine Security
Buslink/Global Silicon
C2G
Cambre Products
Cellphone-Mate
CENTON
Certes Networks
Chargertech
Chassis Plans
Cilutions
Cinemassive
Club3D
CME
CompuNetix
Computer Security
Connection-E/Trifusion*
Coolmax
Copernicus*
Corlogix
CraftUnique
CRU Dataport
CXTEC
Cybernet Manufacturing
CyberPower PC
Cyberton PC
Cycle Computing*
CYCLONE
Damac*
D-Link
Dahle
Daktech
Dane Electric
DAQH
Datalogic
Datera*
Daymen Inc.*
Decoded Bags
Definitive Technology
Delphi Display Systems
DENAQ, Inc.
Deployable Systems/Hardigg
DestructData
Dialogic*
Diotica
Digistor*
Digital Highway

Digital Storm
Dishnow
DOO Tech*
Draper, INC
DT Research
Dycom*
DYMO
Earthwalk
ECO STYLE
ECS Composites
Edgeline Technologies*
EJ Technologies
Electroboard
Electrocrack
Elegant Packaging
Elite Screens
Elliptical Mobile
ELM Fieldlight LLC
Elmo USA*
Elsa Group
Emerge Technologies
ENET
Engenius
Envote1*
Envoy Data
Equus/Mirus Innovations
Egotech
Everfocus
Everki
Evolis
Evolve III
Exorvision
Ex Point
Fellowes
First Data*
First Mobile Technologies
FirePoint
Firmateck*
Foreseon
Formax
Foscam Digital
Frontrow/Phonic Ear
Furman
Gamber Johnson*
Gammatech
Garland*
Gateprotect
Geist Manufacturing
GeorgeJon
GETAC
Glacier Computer
GSM of America
Global Marketing Partners
Goldtouch
Google
Gryphon
Gumdrop*
Gvision
Hanspree
Havis*
Headplay
Healthcare Information
Healthpostures
Hercules/Thrustmaster
Heritage Travelware
HNC Virtual
Howard Medical
HQ Cam*
HSM of America
HTM - Vertagear
Huawei*
Huddly
Humatics*
HumanScale
I3 Technologies
IBlason
I/O Magic
IDAPT
Ideum
Ikonix
iKEY*
Incipio*
Infocase
InfraScale
Inkjetwarehouse*
Inland Products
Innovative Card Scanning
Innovative Office
Insulfab*
Intelligent Computer Solutions
Intellinet
Integra Networks
Isafe
Longse
Manhattan/Intellinet
Pearl*
IRSA Video
iStarUSA
IT In Motion
Jaco*
JAR Systems*
Jatheon
Jefa Tech
JMR Electronics
Joro
JPL
Juicepresso*
Kanex
Kanguru
Kantek
Kaser Corporation
Keezel
Ken-a-vision
Kensington
Kayscan
Kevtronix
Kinesis*
Kingston Distribution
Klas Telecom*
Knowledge Management
Association
Kearmac
KOM Networks
KSI Envoy
Leica Geosystems

LandAirSea
LD Smart
Let's Get
Lexis Nexis
Lilee
Lind Electronics
Linksys
Location Based Technologies
Lockdown Tech*
Lockridge*
Loctek
Logbar*
Luthisource
M&A Technology
Maclocks/Compulocks
Magma
Mainpine*
Makiso Displays
Man and Machines
Manhattan
Marshall Electronics
MaxoFi
MediaTech
Mercury
Message Logic
Metadot Corp.
Metropolis
Metrovac
Mettler Toledo
Micropac
Mimo Monitors
Minuteman UPS
Mizco
Mobelisk
Mobile Demand *
MobileEdge
Monitors In Motion
Monnit
Monoprice
Moonwalk*
MooreCo, Inc
MPak
MultiLink
N1 Critical
Nanonation
NEC POS
Netis Systems
Netop
Newline*
Noble Locks
Nor-Tech
Novuscell Batteries
Observit
Obsidian
Octa
ODIN Technologies
Ohbot
Olea
OLIMEX Envoy*
OneWorldTouch
Omni*
OPS Solutions
Packaging Strategies*
Packetviper*
Pannin
Panorama Antenna
Paragon Furniture
Patrol PC
Paxton
PC Gearhead
PDUs Direct
Pelican
Perfect Fit
PeripheralLogic
PEXAGON
Phantom Glass*
Pi-Top
Plug-In Storage*
Polyvision/Steelcase*
Positron
Posturite
Powercart
Powerpar
Precision Biometrics Envoy
Precision Dynamics Corp
Precision Mounts
Prestige International
Prime View
Proline
Prologic
Protect Covers
Proxima RF
Proximity Systems
Pure Orange
Quick Quality Cabinets
Pviewr
Rackmount.IT
Rack Solutions
Rain Design
RAM Mounts
Raritan
RCR International
RDK Products
Ready Dock*
Recordex
RedXDefense
RedyRef*
Relaunch Aggregator
ReplyXO
Revolution Acoustics
RLE
Robinson Windword, Inc*
Roccat
Rocstor
Rose Electronics
RSRA, Inc
RT Sales
Rubbermaid Medical*
Sakar-Altec Lansing*
Safety Vision*
Salamander
Samsonite
Scott Clark Medical *
SCM Microsystems Envoy
Screenscape
SealShield

Seamark
SEH Technologies
Seiko Instruments USA
Sengled*
ServerTech
Shaun Jackson Design
Shivnet
SI Screens
Silicon Power
Simply NUC
Sitch AI
SKB Cases
Skin-IT
Skull Candy
Smart AVI
Smith Enterprises
Smith Micro
SMK-Link
Snoopywall*
Socket Mobile, INC
Software & Peripherals*
Software Shelf
Solar Rig
SoleSource Technology
Solid Line Products
SOLO*
Sonifoundry*
Sonitronix
SP Controls*
Space Saving Solutions
Spark Integration
Speedlink
SSE Technologies
startech.com
Staedtler Noris
Stelle
Still Secure
Stirling Communications
STM Brands
Stutz Air
Suitable*
Sumar
SunBrite TV
Suncraft
Svix Multimedia
TAA Products
Tablet Express
Tablet Kiosk
Tag Global Systems
Take Charger
Talkaphone
Tangent Computers
TCP Wave
Teamboard
TeamOne Networking
Team Viewer
Techguard Security*
Tech Products 360
Telephonetics
Teles
Telit
Tempest Lighting
Tenergy
Teras*
Thecus
The Joy Factory
THERMALTAKE
Tiger-Vac
Titan Radio
Tommo
Total Micro
TPcast
TP-Link
TrendNet
Tracewell Systems*
TrendNet
Tri-Color
Triad Floors
Tycon Power
Tycon Industrial Corp
Unirise
Universal Devices
Unytouch
Upcycle Goods
Uptime Devices
Urban Armor Gear*
USSI
Unity Associates
V5*
Vantec
Vation Ventures
Vault*
VCOM - Hamilton Buhl
VDO360
Velocix
Victorinox
Viper Central
VIO
Vizequest
Viziflex
VM Electronics
Vorp Energy
Vtech
VuPoint*
VuRyte
WARP/Triumph Boards
VXL Instruments
WASP
WebPresent
Winson International
Wirexpress*
Wizard Wall
Woodware Furniture
Worthington Distribution
Xio3
Xoand Cinema
Xlore Technologies*
Xtreme Cables
Yuneeq*
ZTE
Zyxel Communications

*Requires vendor authorization

1. COMPANY OVERVIEW

Primary Name : SYNnex CORPORATION
Alternate Name : SYNnex CORPORATION
D-U-N-S® : 11-237-5758
Address : 39 Pelham Ridge Dr
 Greenville, SC 29615
Telephone Number : +1 (864) 349-4861

Past Performance Evaluation

Report Date : 03-04-2019
Order Number 4287712

Company Information

Year Started:
Year of Current Control:
Annual Sales:
Total Employees: 1700
SIC/Line of Business: 7389/Business services, nec

2. SUPPLIER PERFORMANCE RATINGS

The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.

Overall Performance Rating

93



Overall, how satisfied do you feel about the performance of this company during this transaction?

Bottom

SIC:

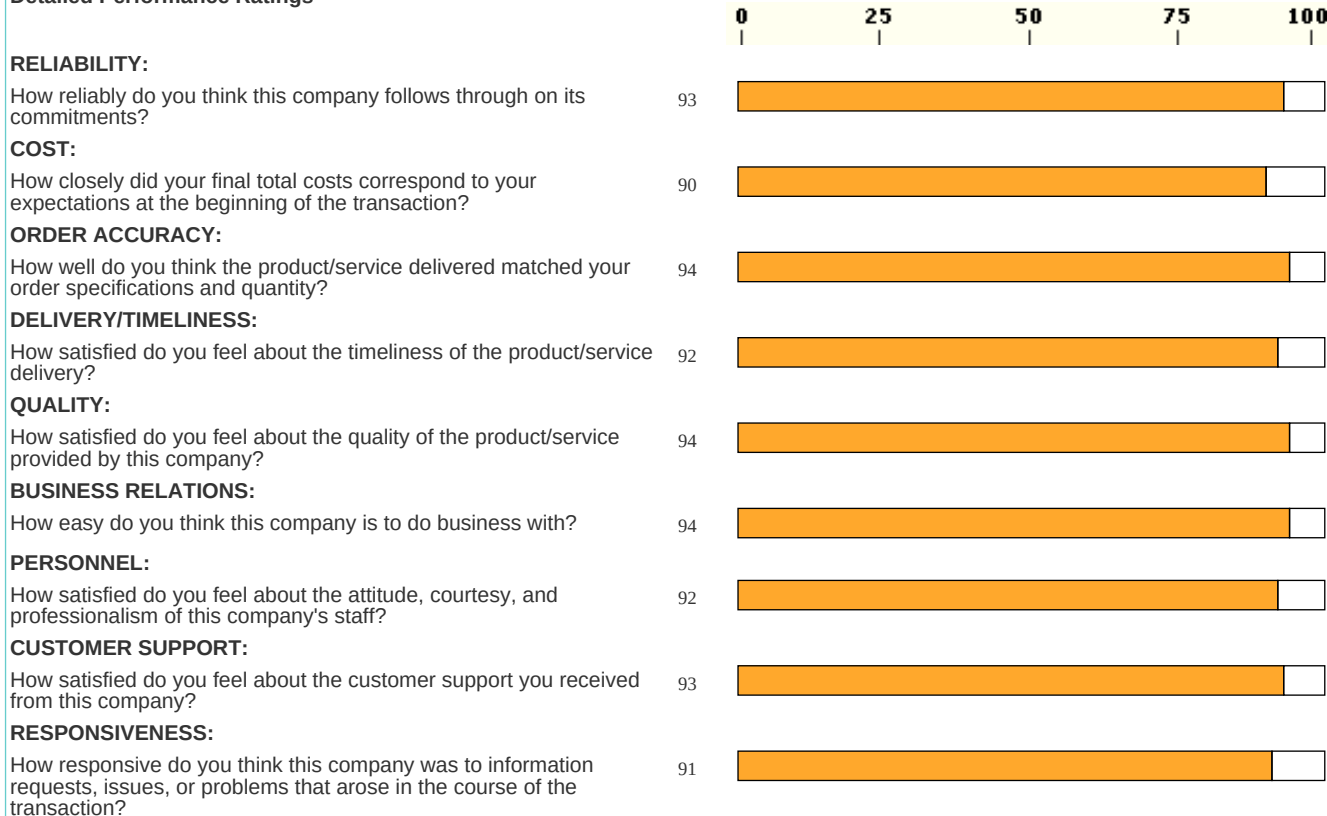
SIC/Quintile



Top

7389/Business services, nec

Detailed Performance Ratings



Past Performance Evaluation

Business Name : SYNnex CORPORATION

D-U-N-S® : 11-237-5758

Report Date : 03-04-2019

3. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed.

The percentages of responses falling into each category are shown below.



4. CUSTOMER REFERENCES SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

SIC/Line of Business:

7379/Computer related maintenance services	8748/Business consulting, nec
5064/Electrical appliances, television and radio	3577/Readers, sorters, or inscribers, magnetic ink
5045/Computers, peripherals, and software	7372/Business oriented computer software
3651/Household audio and video equipment	5044/Photocopy machines
7373/Systems integration services	5961/Computer software, mail order
3577/Optical scanning devices	5734/Computer and software stores
5044/Office equipment	5045/Computer peripheral equipment
3577/Printers, computer	5734/Computer software and accessories
5045/Computer software	5961/Computers and peripheral equipment, mail order
7373/Computer integrated systems design	

Total number of surveys completed : 34.

Note: The supplier ratings set forth above incorporate the responses and performance opinions of the surveyed customer references and not those of Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

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TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

See attached SYNEX Services pdf.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	SYNNEX Corporation
Print Name	Daniel T. Brennan
Address	39 Pelham Ridge Drive
City, State, Zip	Greenville, SC 29615
Authorized signature	
Date	7/18/2019

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



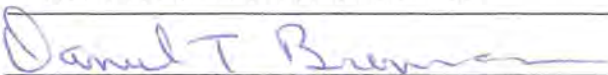
Date

7/18/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	SYNNEX Corporation
Address	39 Pelham Ridge Drive
City/State/Zip	Greenville, SC 29615
Telephone No.	864-349-4801
Fax No.	510-360-6613
Email address	danielbr@synnex.com
Printed name	Daniel T. Brennan
Position with company	Vice President & Senior Counsel
Authorized signature	

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), University 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), University 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. 327-30) 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.
- 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 participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, 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 the participating agency deems necessary, Contractor shall permit participating agency, 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 participating agency 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.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating 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. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Advanced Technology Solutions Aggregator for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Advanced Technology Solutions Aggregator, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center
For
Advanced Technology Solutions Aggregator
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 18-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC 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 non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Advanced Technology Solutions Aggregator.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - 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.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Advanced Technology Solutions Aggregator;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 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.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or 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 the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- 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.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| ☐ Alabama | ☐ Maryland | ☐ South Carolina |
| ☐ Alaska | ☐ Massachusetts | ☐ South Dakota |
| ☐ Arizona | ☐ Michigan | ☐ Tennessee |
| ☐ Arkansas | ☐ Minnesota | ☐ Texas |
| ☐ California | ☐ Mississippi | ☐ Utah |
| ☐ Colorado | ☐ Missouri | ☐ Vermont |
| ☐ Connecticut | ☐ Montana | ☐ Virginia |
| ☐ Delaware | ☐ Nebraska | ☐ Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | ☐ Wisconsin |
| ☐ Georgia | ☐ New Jersey | ☐ Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | ☐ New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | ☐ Ohio | |
| ☐ Kansas | ☐ Oklahoma | |
| ☐ Kentucky | ☐ Oregon | |
| ☐ Louisiana | ☐ Pennsylvania | |
| ☐ Maine | ☐ Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes
 ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes
 ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes
 ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. Respondent must provide manufacturer authorized aggregation/distribution services for products to both small and large resellers.
- ◆ Respondent shall provide a contract solution that offers multiple IT hardware and software manufacturer's products and solutions in one or more of the following categories:
 - Data Center
 - Data Storage
 - Cyber Security
 - Cloud Services
 - Networking
 - Telecommunication
 - Mobility
 - IOT
 - Laptops / Notebooks / PDA's
 - Desktop Computers
 - Servers
 - Software
 - Accessories
 - Battery Back-up / Power / Surge
 - Cables
 - Data Storage / Drives
 - Digital Imaging – Cameras / Scanner
 - Keyboard / Mice / Input Devices
 - Memory / System Components
 - Office Equipment
 - Printers
 - Sound / Multimedia
 - Telecommunications Products
 - Video – Monitors / Cards / Projector
 - Interactive Whiteboards
 - DVD / Books / Music / Video
 - Services
 - Installs
 - Asset Management
 - Managed Services
 - Telecommunications
 - Product Configurations
 - Product Support
 - Warranty
 - Insurance
- ◆ Manufacturer's Authorized Distributor letters should accompany each manufacturers products submitted on the proposal.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

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), University 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), University 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. 327-30) 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.
- 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 participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, 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 the participating agency deems necessary, Contractor shall permit participating agency, 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 participating agency 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.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating 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. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.11:

Authorize Vehicle Purchase - Piggyback - Parks and Recreation Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Duval Ford)

SUMMARY:

The Parks and Recreation Department has a need to purchase a vehicle to support the daily operations 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 Duval Ford). This selection by the Sheriffs' Association & Florida Association of Counties was completed through a competitive selection process – Pursuit, Administrative, and Other Vehicles (Bid #FSA20-VEL28.0 – Pursuit, Administrative and Other Vehicles - October 1, 2020).

Within the FY 2021 budget, the Village Council approved \$25,000 to be used for the purchase one (1) sports utility vehicle. Through the Sheriffs Association & Florida Association of Counties bid, the Parks and Recreation Department was able to obtain the following vehicle pricing:

- One (1) 2021 Ford Escape Sports Utility Vehicle \$20,681

Note: The remaining balance of the approved FY 2021 budgeted funding will be utilized to purchase graphics and support the cost for other related fees and equipment that may be installed within this vehicle.

If approved, the Village would accept Duval Ford'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 Parks and Recreation Director, Public Service Department's Fleet Manager and the Finance Director.

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

FISCAL IMPACT:

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

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Machinery & Equipment - General Fund	\$25,000
Total Project Funding - General Fund	\$25,000

<u>Expected Project Costs:</u>	<u>Amount</u>
Vehicle Request - 1 Vehicle	\$20,681
Total Project Request/Cost - General Fund	\$20,681

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:

Florida Sheriffs Association Bid Advertisement FSA20-VEL28.0 Pursuit

Florida Sheriffs Association - Bid Award Letter FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

Florida Sheriffs Association Bid Award Contract

Village of Palm Springs Vehicle Proposal



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>.

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

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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

Prepared for: VILLAGE OF PALM SPRINGS MIKE WOOD 561-723-3855 mwood@vpsfl.org		Contract Holder: DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH	
		DATE: 10/22/20	
<i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 288	2021 FORD ESCAPE FWD S- U0F	\$ 20,387.00
0	100A	EQUIPMENT GROUP: XL	\$ 5.00
0	996	1.5L ECOBOOST	NC
0	447	8-SPEED AUTOMATIC TRANSMISSION	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	MATS	ALL WEATHER TRAY STYLED FLOOR MATS	\$ 289.00
0			
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	VH	INTERIOR: EBONY CLOTH SEATS	NC
0		CARPET FLOOR	NC
VENDOR COMMENTS			
UNIT COST			\$ 20,681.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 20,681.00

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pg. 269



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.12:

Approve Change Order #1 (Task Order #255) - Park Connector Pathway Phase I Davis Road - Parks and Recreation Department (FY 2021 Budget Funded - General Fund) - Wantman Group, Inc.

SUMMARY:

On May 9, 2019, the Village Council approved Task Order #255 with Wantman Group, Inc. for professional engineering services associated with the development of the new Park Connector Pathway Project Phase I (Professional Services and Design - Work Authorization WG-02 - Sub-Phase II) to be located along Davis Road in the amount of \$98,980.

Village staff and the Village's contracted engineering firm have [following the completion of the initial phase (or showcase phase along Alameda Drive)] identified additional professional engineering and design services that were not included within the original bid request and would be need to ensure that this Phase of the project is bid out properly and completed in accordance with the approved engineering and design plans (i.e., complete bidding assistance - bidding project manual; revision of permitting plans for work in the Palm Beach County Right-of-Way along 10th Avenue; bid tabulations; conduct site and field inspection visits for up to 48 hours over the course of construction; and review all pay applications submitted by the Village's awarded contractor).

Note: The proposed additional tasks that would be provided by the Village's contracted engineering firm were not originally requested within the original work authorization as staff was intending to complete these tasks internally. However, after completion and review of the Sub-Phase I of this important community project, staff has determined that it is in the best interest of the Village to have the engineer prepare the project manual and provide additional construction inspection services.

Additionally, dividing the Davis Road phase (the largest of all the project phases) into two (2) sub-phases also created the need for the engineer to perform additional tasks (i.e., review of bid submittals, tabulation and recommendation of award). This proposed change order will also allow for the engineer to attend one additional pre-construction meeting, provide additional substantial completion walk-throughs and assist with additional sets of As-Built Plans (separating Sub-Phase II into the Davis Road - Greenbrier to Lakewood Sub-Phase and the Davis Road - Alameda to Greenbrier to Foxtail Palm Park Sub-Phase).

Note: During Sub-Phase I, staff served as the on-site field observation and this change order request would provide up to 24 hours per sub-phase of field observation and inspection.

As a result, the Village's contracted engineer, Wantman Group, and the Parks & Recreation department is recommending an amendment to the approved Task Order #255 (Change Order #1) in the amount of \$30,280 to include additional bidding and construction administration services in an effort to better assist in completing the project in a timely and most cost-efficient manner (This is a not-to-exceed amount). These items and their costs are itemized below:

Task	Amount
Bid Assistance Davis Road (Alameda to Greenbrier to Foxtail Palm Park)	\$2,600
Bid Assistance Davis Road (Greenbrier to Lakewood Road)	\$4,080
Construction Administration Davis Road (Alameda to Greenbrier to Foxtail Palm Park)	\$11,800
Construction Administration Davis Road (Greenbrier to Lakewood Road)	\$11,800
Total Additional Services - Change Order #1 - Task Order #255	\$30,280

Note: The Village's FY 2021 Budget - General Fund includes \$837,187 to complete this project, which includes Infrastructure Surtax (Sales Tax), Community Development Block Grant (CDBG) funding [Village's FY 2021 annual allocation - \$154,205 (approved October 8, 2020)], PBC Solid Waste Authority Blighted and Distressed Property Grant - \$122,068 (awarded October 2020). In addition, staff has applied for grant funding to supplement the cost of the project's construction thru the Florida Department of Economic Opportunity (Florida General Infrastructure Grant).

If approved, the revised total cost for professional engineering services within Task Order #255 will be increased to \$129,260. No further engineering change orders are anticipated for this phase of the project. An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed Davis Road (Greenbrier to Lakewood Road) Sub-Phase of this project is

expected to be bid out and (construction) completed during FY 2021.

The proposed Change Order #1 was prepared by Wantman Group, Inc. and reviewed by the Parks and Recreation Director, Assistant Public Services Director/Engineer, Public Services Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support the additional engineering services (Change Order #1) within Task Order #255 is available within the FY 2021 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) funds.

Allocated/Estimated Project Funding:	Amount
FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Actual Funding - General Fund - Various Sources	\$ 284,072.26
FY 2021 Approved Funding - General Fund - Various Sources	\$ 837,187.00
FY 2022 Proposed Budget - General Fund - Various Sources	\$1,016,737.84
FY 2023 Proposed Budget - General Fund - Various Sources	\$ 455,260.74
TOTAL Allocated/Estimated Project Funding	\$2,750,000.00

Available Funding/Revenues (Sources):	Amount
FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 120,029.00
FY 2020 Project Reimbursement - PBC CDBG	\$ 283,194.00
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 147,587.00
FY 2021 Project Reimbursement - Village CDBG	\$ 114,000.00
FY 2021 Project Reimbursement - PBC CDBG	\$ 65,506.00
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 657,681.00
FY 2022 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 595,795.00
FY 2023 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 301,055.84
Total Available Funding/Revenues:	\$2,750,000.00

Expected/Actual Project Costs:	Amount
FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost - Phase I - Actual Engineering and Design Cost	\$ 147,587.00
FY 2020 Project Cost - Phase II - Actual Construction Costs	\$ 147,745.26
FY 2021 Project Cost - Phase II - Estimated Engineering and Design Costs	\$ 100,000.00
FY 2021 Project Cost - Phase II - Estimated Construction Costs	\$ 992,664.74
FY 2022 Project Cost - Phase II - Estimated Construction Costs	\$ 750,000.00
FY 2023 Project Cost - Phase II - Estimated Construction Costs	\$ 455,260.84
Total Project Cost	\$ 2,750,000.00

Expected Project Costs (Breakdown by Sub-Phase):	Amount
Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase)	
Sub-Phase I - Alameda Drive	\$ 55,116.00
Sub-Phase II - Davis Road	\$ 98,980.00
Sub-Phase II - Davis Road (Change Order No. 1)	\$ 30,280.00
Sub-Phase III - Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV - Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V - TBD - East Side of Village	TBD
Total Project Costs - Phase I - Engineering & Design:	\$334,609.16
Expected Engineer Opinion of Project Costs (Breakdown by Sub-Phase)	Amount
Sub-Phase I - Alameda Drive	\$ 490,410.00
Sub-Phase II - Davis Road*	\$ 854,553.44 \$ 741,448.16
Sub-Phase III - Canal Road, Kirk Road & Lakewood Road	\$ 100,000.00 \$ 381,865.82
Sub-Phase IV - Sago Park & Summer Street	\$ 596,905.05
Sub-Phase V - TBD - East Side of Village	TBD
Total Project Expected/Engineering Opinion of Cost - Phase II Construction	\$3,165,182.30

Note: At this time, staff is moving forward with the construction phase section of Davis Road (Greenbrier to Lakewood Road), thus, staff is expecting to use a only a portion (or partial) amount of the requested change order funds.

Staff has submitted applications for multiple grants to supplement the planned use of Sales Infrastructure Surtax dollars to construct the remaining phases of the Park Connector Pathway project. Various sources of funding have been committed to completing this portion of the project, including Village CDBG and PBC SWA Grant funding. Staff has also submitted an application for a General Infrastructure Grant that would supplement construction costs for the remaining Park Connector Pathway phases.

An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary.

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Change Order - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

Task Order #255 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

CIP Form - Park Connector Pathway



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 11/20/2020

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G00 FOR CONSULTING SERVICES

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

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Phase 2A Permitting, Bidding Assistance, and Construction Administration

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4th, 2019 between the Village of Palm Springs (“VILLAGE”), and **Wantman Group, Inc.** (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project includes additional post design services to provide bid assistance and additional construction administration for subphases 2A and 2B of the Park Connector Pathway Project.

II. SCOPE OF SERVICES

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

TASK 1 – BID ASSISTANCE SERVICES

The CONSULTANT will provide the following bid assistance services:

TASK 1.1 – BID ASSISTANCE FOR SUBPHASE 2A

1. Prepare and update Bid Form;
2. Revise plans to not include work in Palm Beach County R.O.W. along Kirk Road;
3. Review Bid Package prepared by VILLAGE;

TASK 1.2 – BID ASSISTANCE FOR SUBPHASE 2B

1. Prepare Bid Documents, including Bid Form, Project Narrative, Bid Submission Checklist, Bid Tabulation Sheet, and Qualifications Checklist for Phase 2B.
2. Revise plans to not include work in Palm Beach County R.O.W. along 10TH Ave.;

WORK AUTHORIZATION NO. _____

TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT will provide the following post design services:

TASK 2.2 – CONSTRUCTION ADMINISTRATION SUBPHASES 2A AND 2B

1. Review product submittals and shop drawings;
2. Conduct (4) site visits to observe contractors work and conformance with plans. This assumes (6) hours per month to review construction progress and issue field observation reports, for a period of 4 months per subphase;
3. Review and approve monthly pay apps provided by the contractor, for a period of 4 months.

III. DELIVERABLES

- Revised Bid Form for Phase 2A
- Complete Bid Package for Phase 2B
- Field Observation Reports
- Pay App. Approvals

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will provide the services identified in this Work Authorization on an as-requested basis.

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 \$30,280.00 as outlined in Table A.

Table A
Budget Summary

Description	Total
Bid Assistance Phase 2A	\$2,600.00
Construction Administration Phase 2A	\$11,800.00
Bid Assistance Phase 2B	\$4,080.00
Construction Administration Phase 2B	\$11,800.00
TOTAL	\$30,280.00

VI. ASSUMPTIONS

1. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE. Information requested by CONSULTANT during the project will include, but may not be limited to utilities, as-builts, environmental assessments; and geotechnical reports;
2. Creation of additional phases or division of phases beyond these would require an additional supplement; and
3. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis.

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 April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC.

VILLAGE OF PALM SPRINGS


By: _____

By: _____

Print Name: Jason Mihalovits

Title: Director of Landscape Architecture

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 04/25/2019

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G02 FOR CONSULTING

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

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Phase 2

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **April 4th, 2019** between the Village of Palm Springs (“VILLAGE”), and **Wantman Group, Inc.** (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project includes Phase 2 of the Village of Palm Springs Park Connector Pathway project, which includes approximately 1.4 miles of Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Drive. The project also includes approximately 2600 feet of Greenbriar Drive from Davis Road west to Kirk Road and 600 feet of 10th Ave N heading east from Davis Road. Proposed improvements include landscape and hardscape improvements, site amenities and pedestrian lighting.

II. SCOPE OF SERVICES

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

TASK 1 - SURVEYING SERVICES

Design Survey Services

1. Establish the historical Right-of-Way (R/W) along the survey project limits and create a Baseline of Survey.
2. The survey will be based upon general online records search. Title documentation as provided by the client and/or title company may be required for title or encumbrances.
3. Prepare a Digital Terrain Model (DTM) of the survey project limits.
4. The survey project limits are approximately 1.4 miles of Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Drive. The survey limits also includes approximately 2600 feet of Greenbriar Drive from Davis Road west to Kirk Road and 600 feet of 10th Ave N heading east from Davis Road. The survey shall extend 25 feet beyond the R/W (if accessible) and 50 feet beyond the curb returns of side streets.

5. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet and will include visible and attainable improvements and utilities unless otherwise noted;
6. The survey will not include:
 - a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations or structures;
 - c. Survey data within the canal waters. Survey data will stop at the waterline.
 - d. Inverts of Sanitary Sewers;
 - e. Storm Sewer inverts of recessed or debris filled structures;
 - f. Inverts from structures outside of the survey limits;
 - g. Sprinkler heads;
 - h. Overhead clearances (signal heads, mast arms, bridges, wires, buildings, walkways, etc.);
 - i. Tree tagging;
 - j. Location of Geotech borings;
 - k. Finished floor elevations; and
 - l. Temporary features such as a trailer, delineator dome, boat, solar landscape lighting, etc.
7. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey if required.

Survey Notes

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
3. This survey will not constitute a boundary survey. Monumentation of property corners and the Baseline of Survey will not be set.
4. This proposal does not include the coordination of underground utility designation or markings.
5. This proposal does not include any sketch and legal descriptions for easements.
6. Meeting attendance is not included in these scope of services.
7. Horizontal data will be reported in the North American Datum of 1983. Vertical data will be reported in the National American Vertical Datum of 1988.

TASK 2 - LANDSCAPE ARCHITECTURE SERVICES

TASK 2.1 - Conceptual Landscape and Hardscape Design Phase

CONSULTANT will prepare one Conceptual Landscape and Hardscape Plan for the project limits. The following is a list of services included in this phase of the project:

1. Prepare existing vegetation inventory and analysis;
2. Prepare one conceptual plan including hardscape design and landscape design. Conceptual plan will include graphic renderings and material example boards for preliminary discussions and meetings;
3. Prepare conceptual cost estimate;
4. Attend one meeting with VILLAGE to review concept plan, renderings, and material boards and receive input on proposed design;
5. Prepare final concept plan after VILLAGE progress meeting; and
6. Attend one final concept review meeting to receive approval from VILLAGE before moving into the design development and final construction documentation phase.

TASK 2.2 - Design Development / 60% Construction Documents

CONSULTANT will prepare a 60% Construction Document Package for the project which will include plans, details, elevations, and sections necessary to communicate the design intent and construction materials required for construction. The following is a list of services included in this phase of the project:

1. Provide landscape design for proposed pathways. The landscape plan will depict landscape improvements by type showing palm, shade, and ornamental type as well as a draft material list;
2. Provide hardscape design for proposed pathways. Hardscape plan will include a draft list of proposed hardscape material selections;
3. Provide lighting design for proposed pathways, identifying location and fixtures for up lighting and site lighting.
4. Provide paving and grading design plans including details for new pathways.

TASK 2.3 - Preparation of 100% Construction Documents

Based on the approved 60% construction drawings and comments received from the VILLAGE, CONSULTANT will prepare a 100% Construction Document Package for the project. The 100% package will include plans, details, elevations, and sections necessary to communicate the design intent and construction materials required for construction as well as the technical specifications. The following is an outline of the final documents included in this phase:

A. Preparation of Final Hardscape Construction Documents

1. Prepare Final Hardscape Plan and construction documents. Final plans are to include layout plan for hardscape elements, hardscape plan, construction details, specifications, and material selection for proposed hardscape materials and finishes; and
2. Please note that any structural hardscape elements over 36 inches, such as kiosks or trail markers if proposed would need to be engineered by a structural engineer, and these services are not included in this proposal. Details of these elements will be provided for design intent only. Final Structural Engineering Plans would be required for these hardscape elements.

B. Preparation of Final Landscape Construction Documents

Prepare Final Landscape Plan and constructions documents. Final plans will include location, botanic and common plant name, size, quantities, and specific requirements for proposed planting materials. Plans will incorporate tree relocation and tree preservation. Plans will also include written specifications and planting details associated with the proposed landscape design.

C. Preparation of Final Landscape Lighting Construction Documents

1. Prepare Final Landscape Lighting Plan. Final plans to include selection and location of fixtures for hardscape and landscape elements, manufacturers cut sheets, and lighting fixture schedule.

D. Prepare Final Irrigation Construction Documents

Prepare Final Irrigation Plan and constructions documents. Final plan set will include irrigation plan sheets, details and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.

TASK 2.4 - Post Design / Construction Administration

The CONSULTANT will provide the following post design services:

1. Attend Pre-Bid Meeting;
2. Review of contractor bids and provide award recommendation;
3. Attend pre-construction meeting with contractor and VILLAGE;
4. Review and respond to RFI's;
5. Attend one substantial completion walk-through with VILLAGE;
6. Prepare punch list of items to be completed before final inspection and acceptance;
7. Perform final inspection of completed construction; and
8. Prepare final As-Built Plans.

TASK 3 - ELECTRICAL DESIGN SERVICES

TASK - 3.1 Electrical Plans

1. Prepare photometric to show lighting levels at pedestrian walkway.
2. Prepare Electrical Construction Documents Showing:
 - a. General Light Fixture Locations
 - b. Light Fixture Schedule
 - c. Circuit and Panel information for pedestrian lighting
 - d. Wiring sizes to accommodate voltage drop considerations
 - e. Each phase is assumed to have a unique set of construction documents

TASK - 3.2 Post Design / Construction Administration

The CONSULTANT will provide the following post design services:

1. Attend Pre-Bid Meeting;
2. Review of contractor bids and provide award recommendation;
3. Attend pre-construction meeting with contractor and VILLAGE;
4. Review and respond to RFI's;
5. Attend one substantial completion walk-through with VILLAGE;
6. Prepare punch list of items to be completed before final inspection and acceptance;
7. Perform final inspection of completed construction; and
8. Prepare final As-Built Plans.

III. DELIVERABLES

- Conceptual Plan Submittal – Roll plot of concept plans along with image board of proposed design elements.
- 60% Plans Submittal - Provide PDF of plans.
- 100% Plans Submittal- Provide PDF of plans, associated Bid Package including project specifications, and AutoCAD files.

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 A.**

Table A
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Survey	14 Days	14 Days
Concept Plans	28 Days	42 Days
60% Plans	28 Days	70 Days
100% Plans	28 Days	98 Days

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 \$98,980.00 as outlined in Table B.

Table B
Budget Summary

Description	Total
Survey Services	\$41,830.00
Landscape Architecture Services	\$39,350.00
Electrical Design Services	\$17,800.00
TOTAL	\$98,980.00

VI. ASSUMPTIONS

1. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE. Information requested by CONSULTANT during the project will include, but may not be limited to utilities, as-builts, environmental assessments; and geotechnical reports;
2. Civil engineering specifications and details will be included in the construction plans;
3. It is anticipated water and sanitary sewer improvements are not required for the site;
4. Significant plan modifications will require an amendment to this contract. CONSULTANT will submit a separate proposal for those services;
5. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis;
6. Services not included: Structural, Architectural, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be requested to begin design services on this project:

1. Existing lighting as-builts
2. Existing irrigation as-builts

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 April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC.

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)



VILLAGE OF PALM SPRINGS PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK #

255

Project Name: Pathway Park Expansion
Department: Parks & Recreation
Location: Multiple Phases Thru Village

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

DESCRIPTION / JUSTIFICATION:

The engineering, design and construction of a pathway system connecting Village park facilities thru trails, landscape and amenities. Designated as a Village CDBG project for FY 2019-2023. Construction started in FY 2020 with sub-phase I Alameda Drive. Project is funded utilizing CDBG and Sales Surtax funds. Staff is working on multiple grant opportunities to fund construction of future phases (CDBG, General Infrastructure, FRDAP, RTP Trails)

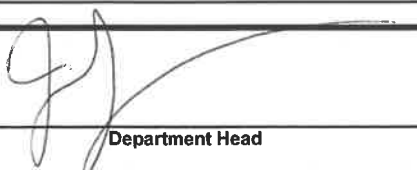
PROJECT EXPENDITURES / FUNDING SOURCES:

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	100,000.00	25,000.00	10,000.00	10,000.00			\$ 145,000.00
Construction	737,187.00	750,000.00	451,866.00	600,000.00			\$ 2,539,053.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 837,187.00	\$ 775,000.00	\$ 491,866.00	\$ 610,000.00	\$ 0.00	\$ 0.00	\$ 2,714,053.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding	560,982.00	620,795.00	337,661.00	455,795.00			\$ 1,975,233.00
Grant Funding:							
CDBG	154,205.00	154,205.00	154,205.00	154,205.00			\$ 616,820.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	122,000.00						\$ 122,000.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 837,187.00	\$ 775,000.00	\$ 491,866.00	\$ 610,000.00	\$ 0.00	\$ 0.00	\$ 2,714,053.00

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

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, world-wide an estimated 36.7 million people are currently living with HIV/AIDS and 35 million people have already died of AIDS-related illnesses, and an estimated 2.1 million new infections occur; and

WHEREAS, the global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV/AIDS; and

WHEREAS, the United Nations Program on HIV/AIDS observes December 1st of each year as "**World AIDS Day**", a day to commemorate those who have passed on, celebrate victories such as increased access to treatment and prevention services, and to reinvigorate the worldwide effort to stop the spread of HIV/AIDS; and

WHEREAS, the 2016 World AIDS Day theme is "**Hands Up for #HIV Prevention**" and focuses on condoms, harm reduction, equal access, male circumcision, PrEP, sex education, and testing and viral suppression; and

WHEREAS, in the United States, more than 1.2 million people are infected with HIV and every 11 minutes a new infection occurs resulting in an estimated 50,000 new annual infections; and

WHEREAS, the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I Bev Smith, Mayor of the Village of Palm Spring, do hereby proclaim "**World AIDS Day**" on December 1, 2020; and urge all the residents of the Village of Palm Springs to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

"World AIDS Day"

In witness whereof I have herunto set my hand

and caused the seal of this city to be affixed

Mayor *Beverly Smith*

Date *December 10, 2020*





Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Ordinance No. 2020-18 - Village Code Amendment - Chapter 34 - Traffic Calming Measures (*Second 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.

The proposed ordinance was approved on 1st reading by the Village Council on November 12, 2020 and is presented for consideration on 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance does not have a direct fiscal impact on the Village.

ATTACHMENTS:

Proposed Ordinance No. 2020-18 - Traffic Calming
Proposed Village Traffic Calming Policy Summary
Thoroughfare Plan Maps and Roadway Functional Classifications
Palm Beach County Traffic Calming Policy (1997)

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



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

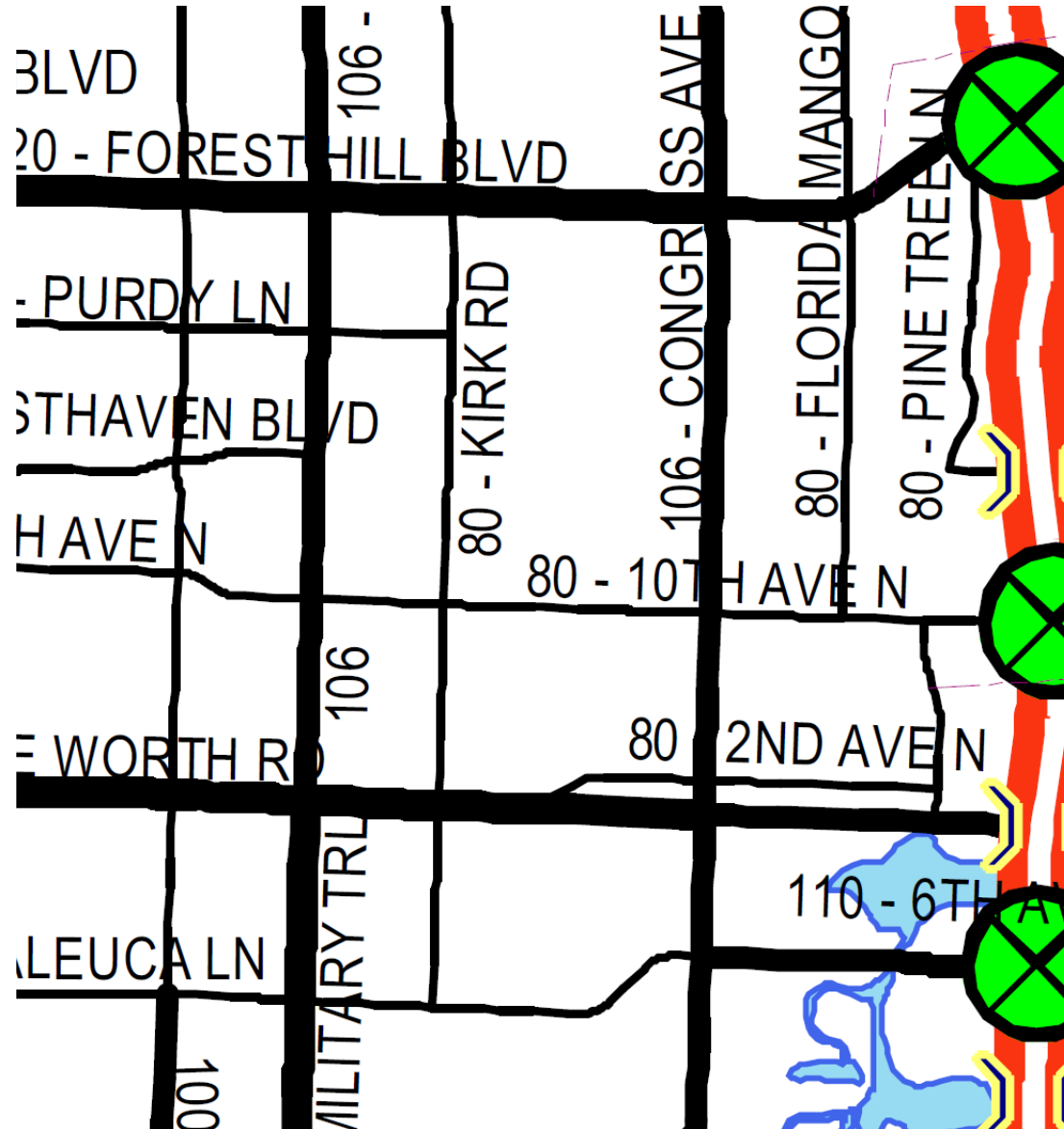
For residential streets under the Village's jurisdiction that do not meet the volume and speeding thresholds for installing speed humps, the Public Service Director and/or Village Engineer can still approve and construct the Seminole speed humps under two conditions:

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

Palm Beach County Thoroughfare Right-of-Way Identification Map



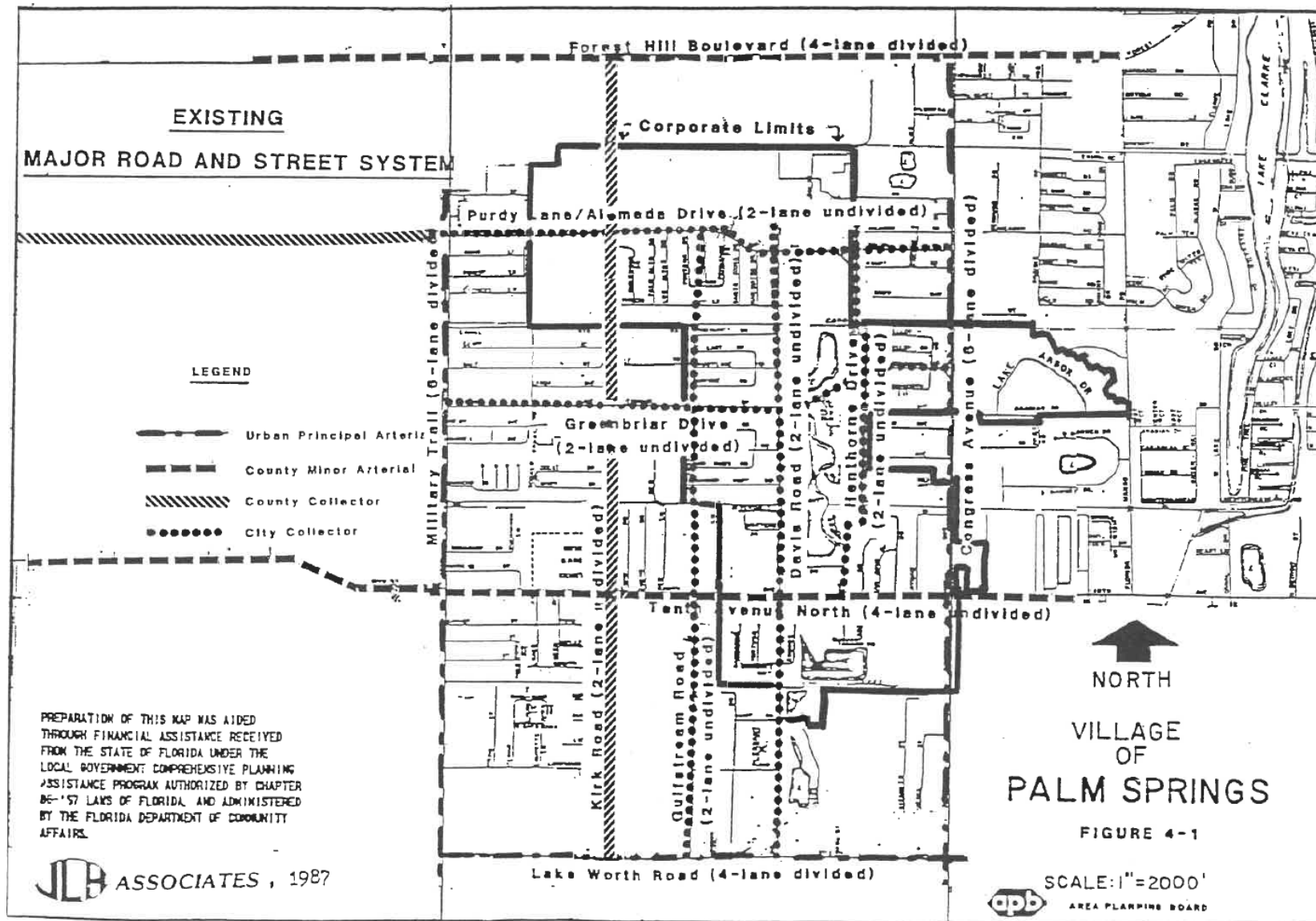
The following major streets which provide access to and from the Village of Palm Springs are classified as follows:

Lake Worth Road	- Urban Principal Arterial
Military Trail	- Urban Principal Arterial
Congress Avenue	- Urban Principal Arterial
Forest Hill Boulevard	- County Minor Arterial
Tenth Avenue North	- County Minor Arterial
Kirk Road	- County Collector
Alemeda Drive/Purdy Lane	- City Collector*
Greenbriar Drive	- City Collector*
Davis Road	- City Collector*
Gulfstream Road	- City Collector*
Henthorne Drive	- City Collector*

*Although not specifically identified as City Collectors by FDOT, they function locally as City Collectors and are discussed as such.

Observation - Most of the streets in Palm Springs are local streets.

Due to the residential nature of the Village, local streets are logically the predominant type of street in Palm Springs. They provide the necessary means of circulation within and among residential areas.



Agenda Item #:

**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 R. Smith
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)

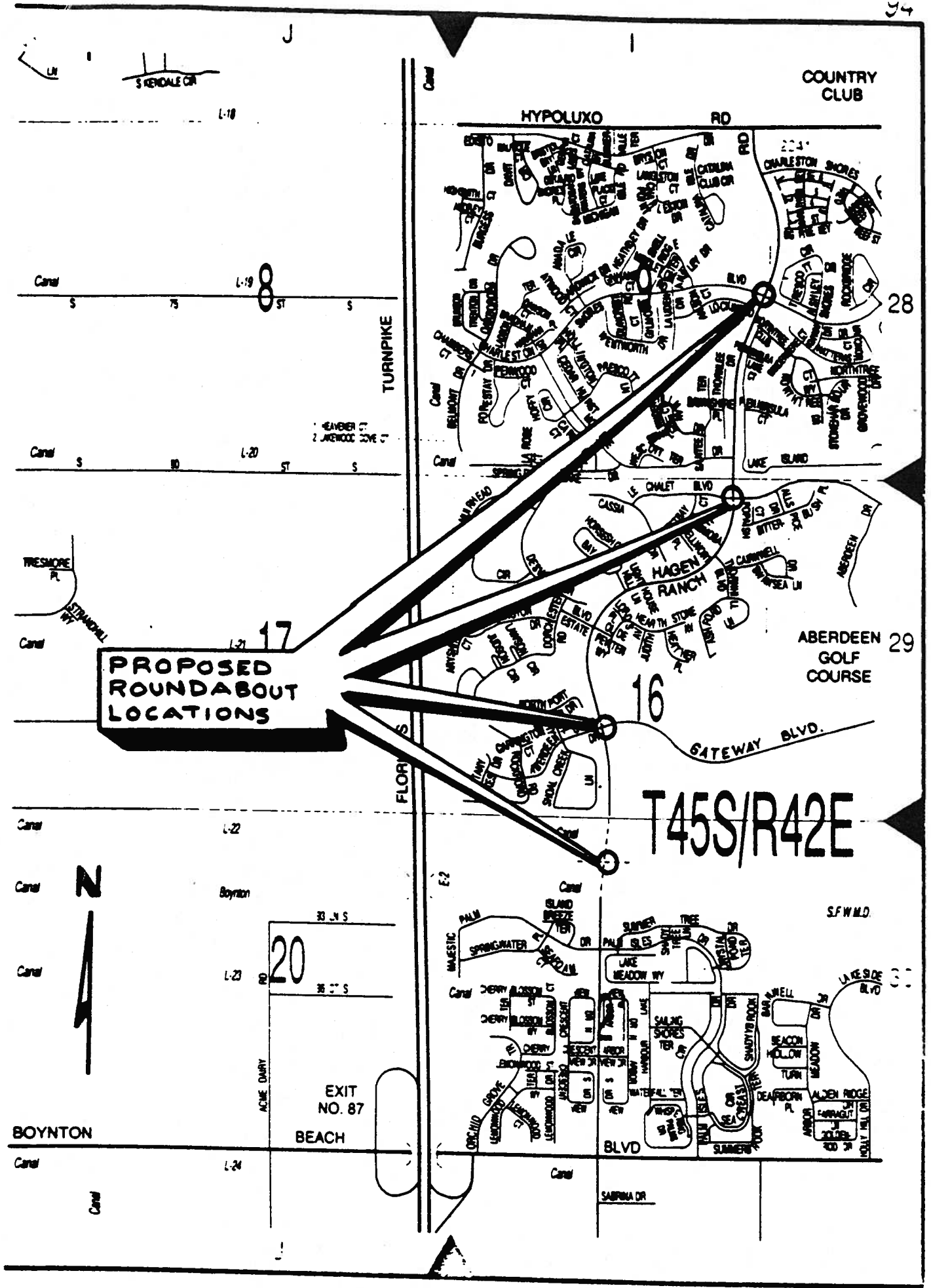
- 1) The homeowners associations requested that the above listed roundabouts be installed as soon as possible.
- 2) After the roundabouts were installed the necessity of further traffic calming measures would be addressed.
- 3) The County was requested to fund the roundabouts and each homeowner's association 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.).

H:\traffic\board\hagenrou.agd



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2020-19 - Village Code Amendment - Chapter 34 - Special Assessments (*Second 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.

The proposed ordinance was approved on 1st reading by the Village Council on November 12, 2020 and is being presented for consideration on 2nd and final reading.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Ordinance No. 2020-19 - Special Assessments

Lake Worth Herald Advertisement for Ordinance No. 2020-19

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

The Lake Worth Herald Press

1313 Central Terrace
Lake Worth, FL 33460

Invoice

Date

11/26/2020

Invoice #

37716

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

DEC 1 '20 PM 3:13

P.O. No.

Description

Qty

Rate

Amount

Legal Publication No. 37716
Notice of Public Hearing - Ordinances 2020-18 & 19
Run date: 11-26-2020

106.05

106.05

Total

\$106.05

Questions or concerns please feel free to contact us by phone
(561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out
the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account unless other wise noted.

I _____ authorize
(The Lake Worth Herald Press Inc)

To charge account indicated below for In the amount of \$ _____ on or after the date of _____

Credit Card Type

Rep

MC _____ Visa _____ Amex _____ Discover _____

Mark

Number: _____

Expiration Month _____ Expiration Year _____

Billing Zip _____

For repeat authorization please check box

Phone #

(561) 585-9387

***PLEASE NOTE OUR
NEW MAILING**

THE LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice of public hearing to be held on December 10, 2020, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Ordinance 2020-18 and 2020-19

was published in said newspaper in the issue of

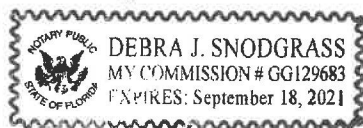
November 26 and December 3, 2020

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 26th day of November, 2020, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 37716

NOTICE OF PUBLIC HEARING

The Village of Palm Springs proposes to adopt the following Ordinances:

A public hearing on the proposed ordinances will be held in the Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following date:

Regular Village Council Meeting, Thursday, December 10, 2020, at 6:30 PM

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE VILLAGE COUNCIL 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.

ORDINANCE NO. 2020-19

AN ORDINANCE OF THE VILLAGE COUNCIL 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.

The ordinances in its entirety may be inspected in the Village Clerk's Office during regular business hours, Monday through Friday between 8:30 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 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 to request such assistance.

VILLAGE OF PALM SPRINGS
Kimberly Wynn, Village Clerk
Publish: *The Lake Worth Herald*
November 26, 2020



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.3: Ordinance No. 2020-20 - Comprehensive Plan Text Amendment - Capital Improvements Element - Annual Update to Five-Year Capital Improvement Plan (CIP) (*Second 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 considered the proposed amendment during their meeting on November 10, 2020 and recommended approval.

The Local Planning Agency (LPA) considered the proposed Comprehensive Plan Text Amendment during their meeting on November 12, 2020 and recommended approval.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Planning, Zoning and Building Director.

The proposed ordinance was approved on 1st reading by the Village Council on November 12, 2020, and is being presented for consideration on 2nd and final reading.

Note: As mentioned during 1st Reading, the proposed Police Department Indoor/Outdoor Police Storage Facility project within FY 2022 is not planned to be completed/started at this time and will be proposed to be moved out/to at least FY 2025 within the upcoming budget process..

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)
Lake Worth Herald Advertisement for Ordinance No. 2020-20

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

The Lake Worth Herald Press

1313 Central Terrace
Lake Worth, FL 33460

Invoice

Date

11/26/2020

Invoice #

37715

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

DEC 17 2019 3:13

P.O. No.

Description

Qty

Rate

Amount

Legal Publication No. 37715
Notice of Public Hearing for Comprehensive Plan Text
Amendment Capital Improvements Element Five-Year
Capital Improvement Plan
Run date: 11-26-2020

90.90

90.90

Total

\$90.90

Questions or concerns please feel free to contact us by phone
(561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out
the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated
date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated
debits or credits to your account unless other wise noted.

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(The Lake Worth Herald Press Inc)

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Expiration Month _____ Expiration Year _____

Billing Zip _____

For repeat authorization please check box

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***PLEASE NOTE OUR
NEW MAILING**

THE LAKE WORTH HERALD

Published Once a Week
Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice of Public Hearing for Comprehensive Plan Text Amendment Capital Improvements Element - Five-Year Capital Improvement Plan to be held on December 10, 2020, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Ordinance 2020-20

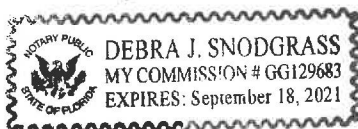
was published in said newspaper in the issue of
November 26, 2020

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 26th day of November, 2020, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 37715

NOTICE OF PUBLIC HEARING FOR COMPREHENSIVE PLAN TEXT AMENDMENT CAPITAL IMPROVEMENTS ELEMENT - FIVE-YEAR CAPITAL IMPROVEMENT PLAN

THE VILLAGE OF PALM SPRINGS, FLORIDA, PROPOSES TO ADOPT:

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AN AMENDMENT TO THE CODE OF ORDINANCES BY AMENDING THE VILLAGE'S FIVE (5) YEAR SCHEDULE OF CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; AND PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

A public hearing on this ordinance will be on:

- Regular Village Council Meeting on Thursday, December 10, 2020, at 6:30 p.m.

The public hearing is in the Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida.

The public may inspect copies of the Comprehensive Plan Amendment in its entirety in the Village Clerks Office or the Planning, Zoning and Building Department located at Village Hall, 226 Cypress Lane, Palm Springs, Florida from 8:30 a.m. 4:30 p.m. Monday thru Friday.

The public may attend these meetings or submit written comments to the Village Clerks office regarding the Amendments.

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

Village of Palm Springs, Florida
Kimberly M. Wynn, Village Clerk
Publish: *The Lake Worth Herald*
November 26, 2020



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 10.1: Temporary License Agreement - Twenty (20) Temporary/Seasonal Storage Container/Trailers for Five (5) Years (2020-2025) - 2765 10th Avenue North (Walmart)

SUMMARY:

Mr. Bryant Samuels, Manager of Walmart (Store #5882) that is located at 2765 10th Avenue North, is requesting temporary approval to allow a total of twenty (20) containers/trailers for the upcoming holiday season [and for the next four (4) seasons] to provide inventory and customer layaway storage in the rear and on the side of the store property.

Note: In 2019, the Village Council approved the (5th) request to maintain eleven (11) temporary storage containers on the proposed property.

Nineteen (19) of the proposed storage containers will be for dry storage and each trailer will be (40') in length. The remaining storage container will be a refrigeration trailer (40' in length) that will store turkeys and other perishables for the holidays and is proposed to be located in the rear of the store, near an exterior electrical connection.

The applicant is further proposing to utilize forty-five (45) underutilized parking spaces for eighteen (18) of the trailers, which will be (are currently) set side-by-side within the parking stalls. Two (2) of the trailers are proposed for the rear of the building in the paved area adjacent to the loading area, including the refrigeration trailer that will be abutting the loading area screening wall where it has been located in past years.

Additionally, the Applicant is requesting that thirty (30) parking spaces be devoted to temporary storage in consideration the COVID reduced customer capacity allowance under which Walmart is operating.

Note: The approved Walmart site plan (Resolution No. 2011-41 - July 2011) depicts a surplus of thirty (30) parking spaces. However, this year, Walmart implemented curbside pick-up and home delivery services and each of these services reserves parking spaces (twelve [12]) parking spaces for pick-up customers and one (1) parking space for the Walmart delivery vehicle).

As a result, the Applicant is requesting to be approved for a five (5) year Temporary License Agreement with the Village to install twenty (20) storage containers/trailers through the holiday season (October 1, 2020 - December 30, 2025). Temporary accessory uses are permissible within the Village's Code for up to five (5) years per Section 34-829 of the Code, renewable at the option of the Village.

Note: Last year the Village Council granted Walmart received a Temporary License Agreement for a total of eleven (11) containers [one (1) refrigeration trailer and ten (10) dry storage trailers]; however, it was noted by Code Enforcement that seventeen (17) trailers were brought onto the property and without requisite approval by the Village (The extra six (6) trailers were removed after a letter was sent from the Village Code Enforcement). Due to the issues experienced last year and due to the total number of trailers requested for this upcoming holiday season, staff is requesting direction/input from the Village Council.

The Village's Code - Section 34-829 – Temporary licensing of certain uses. provides that notwithstanding any other provision of this subdivision, including section 34-823, the PZ&B Director, or as provided in this section, the Village Council, for good cause shown, may grant a temporary license for an establishment in the CG district, not exceeding five (5) years from the approval date, renewable at the option of the village, for certain uses identified in this subdivision.

Note: Requests for temporary uses are brought to the Village Council for consideration and input prior to administrative action of the Planning, Zoning & Building Director.

Staff maintains that the utilization of five (5) storage trailers by Walmart for the years 2015-2018 had not been an issue; however, the request for twenty (20) trailers is more than what has been permitted within the Village previously and direction/input from the Council is requested to ensure that proposed request is in compliance with the desires of the Village Council regarding temporary, accessory uses and Village Code.

Note: Currently, the property maintains twenty (20) temporary storage containers (see attached photos), which were located without requisite Village approval. If the full number of requested containers are not approved, Walmart will be required to immediately remove any unapproved containers to avoid code enforcement fines/violations.

FISCAL IMPACT:

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

ATTACHMENTS:

Wal-Mart's 6th Request for Seasonal Storage Containers/Trailers (5 Years)

Proposed Wal-Mart Temporary Storage Containers/Trailer Layout/Plan

2011 Approved Site Plan - Wal- Mart

2019 Temporary License Agreement - Wal--Mart - 11 Temporary Storage Containers/Trailers

Current Photos - Wal-Mart Parking Lot - Existing Temporary Storage Containers/Trailers



Village of Palm Springs Land Development Department Unified Development Application

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

Prior to the submission of this application, the applicant must have a pre-application meeting with Land Development staff to review the proposed project submittal and processing requirements.

Pre Application Meeting Date: _____

Indicate the type of application you are applying for:

- | | |
|---|---|
| ☐ Comprehensive Plan Amendment (text) | ☐ Administrative Amendment |
| ☐ Future Land Use Map Amendment* | ☐ Site Plan (Minor / Major / PD)* |
| ☐ Rezoning * | ☐ Site Plan Amendment (Minor/Major)* |
| ☐ LDR / Zoning Change (text) | ☐ Special Exception* |
| ☐ Plat (Preliminary) | ☐ Development Order Amendment* |
| ☐ Master Sign Plan | ☐ Variance (District Standard)* |
| ☒ Temporary License Agreement | ☐ Variance (Sign) |
| ☐ Temporary Use Permit | ☐ Variance (Hours of Operation)* |
| ☐ Abandonment | ☐ Administrative Variance |
| ☐ Appeal | ☐ Deed Restriction / Unity of Title |
| ☐ Utility /Civil Plan | ☐ Other _____ |

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark **N/A**.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
4. Include mailing labels/stamped envelopes of all property owners within a 300 foot radius of affected site with signed affidavit (Applications types marked with *).
5. All plans must be submitted no later than 4:00 p.m. 45 days prior to a Land Development Board hearing (see schedule).
6. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
7. Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic copy (PDF) of each board submitted to Land Development Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

Staff Use Only

Application Numbers: 202001251

Date Submitted: 11-17-2020

Posted Signs Required: _____

SECTION 1-PROJECT INFORMATION:Project Name: WalmartProject Address: 2765 10th Ave N

Location of Property: The subject property is located approximately _____ mile(s) N, S, E, W (circle one) from the intersection of _____ & _____, on the N, S, E, W (circle one) side of _____ (street).

Shopping Center / Office Building: _____

Acreage of Property: _____ Building Square Feet: _____

Density or FAR: _____ Plat Name: _____

PCN Number(s): _____

Dimensions of Property: _____

Palm Springs CRA District, if applicable: _____
See Section 14 also.

Legal Description: (or attach separate sheet)

Property History, if applicable: Describe previous applications on property

Application #	Request	Action	Resolution / Ordinance #	Approval Date

(Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

Owner's Name: Wal. Mart

Owner's Address: N/A

Owner's Email Address: N/A

Owner's Phone: N/A Owner's Fax: N/A

Applicant, if different than Owner: Daryl Samuels

Agent: Daryl Samuels

Contact Person: Daryl Samuels

Agent's Address: 2765 10th Avenue, North Palm Springs, FL 33461

Agent's Email Address: B-s 003K.500882

Agent's Phone: _____ Agent's Fax: _____

All correspondence will be sent directly to agent unless otherwise instructed.

SECTION 3- LAND USE AND ZONING INFORMATION: N/A

EXISTING

Zoning: CG

Land Use: Commercial

Use: Retail Store

Plat: _____

PROPOSED

Zoning: CG

Land Use: Commercial.

Use: Retail Store.

Plat: _____

ADJACENT LAND USE / ZONING / USE(S) N/A

North: _____

South: _____

East: _____

West: _____

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

I Barbara Samuel, am requesting a 5 year temporary seasonal storage container permit. My request is as follows:

19 dry external 40' storage containers and 1 refrigerator 40' storage container. I would like to place 8' 40' storage containers on the East side of the Building, 1 dry 40' storage container and 1 refrigerator 40' container North "Back of the building" and Lastly 10 dry 40' storage containers on the North West side of the Building.

All trailers are being used for Seasonal Freight Flow and will be on the Property from Oct. 1 - December 30th.

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

[Signature]
Signature of Agent

11/17/2020
Date

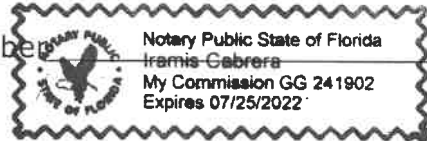
STATE OF Florida, COUNTY OF Palm Beach

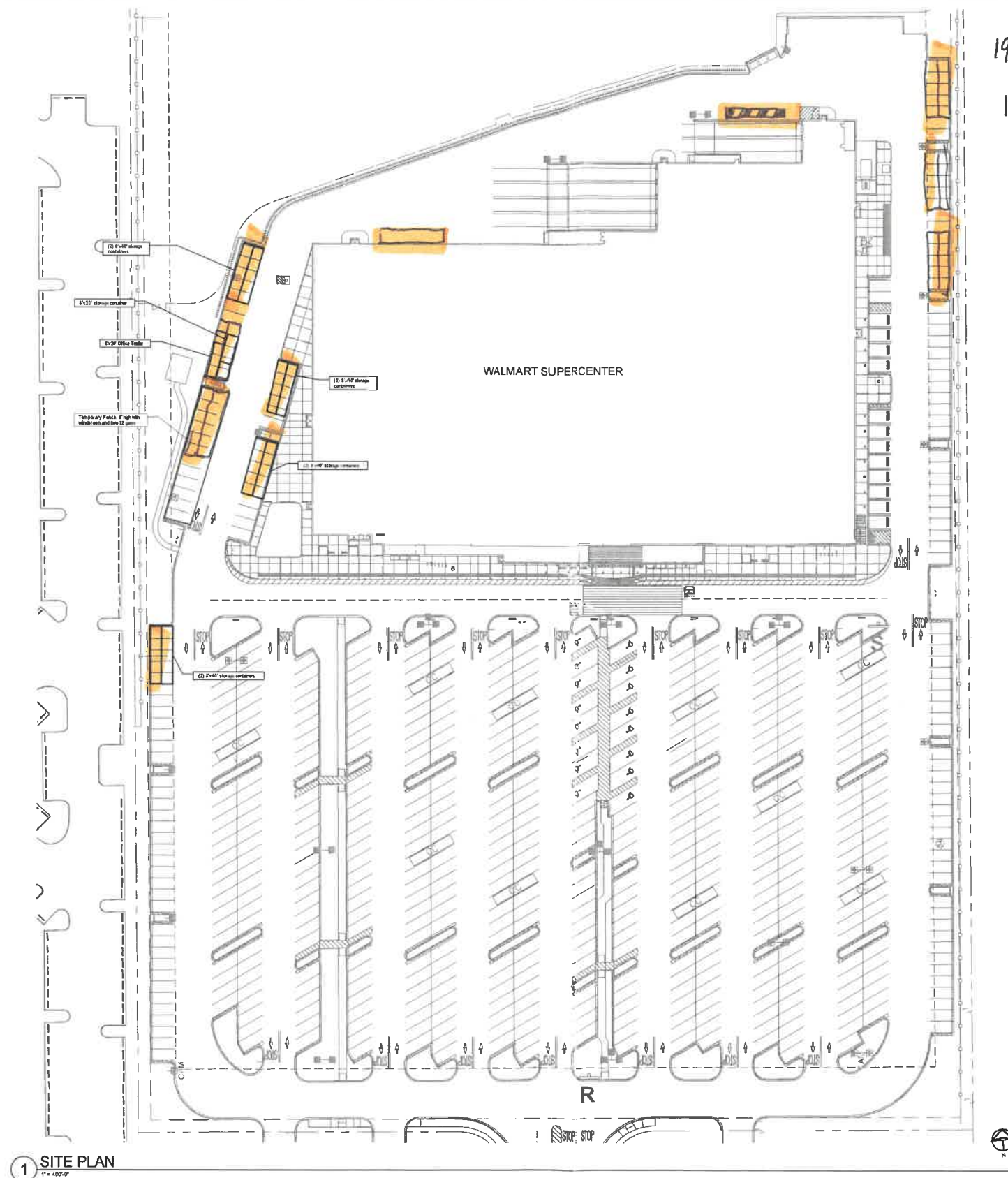
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of November, 2020 by Samuel Bryant, who is personally known to me or who has produced Real ID (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement Iramis Cabrera

Name of officer taking acknowledgement--typed, printed or stamped Iramis Cabrera

Title or rank _____ Serial number _____





19 -  = 40' Only Containers
-  = 40' Refugers

SHEET INCLUDED FOR INFORMATION ONLY

NOTE: THIS SHEET IS A COPY OF THE AVAILABLE AS-BUILT SITE PLAN FOR THIS PROJECT. THIS SHEET IS PROVIDED FOR ADDITIONAL INFORMATION ON THE ASSUMED EXISTING CONDITIONS AT THE PROJECT SITE. THE ARCHITECT OF RECORD HAS NOT MADE MODIFICATIONS TO THIS SHEET OR INFORMATION BEYOND THE AREA OF PROPOSED WORK AND CANNOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE CONDITIONS ILLUSTRATED.

1925 Providence Ave.
Orlando, FL 32818
P (407) 661-9100
F (407) 661-8101
www.rfp.com


Robert F. Peterson
Architects Engineers Planners

STIMULATION FOR REUSE

CONSULTANTS	
-------------	--

Walmart*
PALM SPRINGS, FL
2765 10TH AVENUE
ST. PETERSBURG, FL 34782

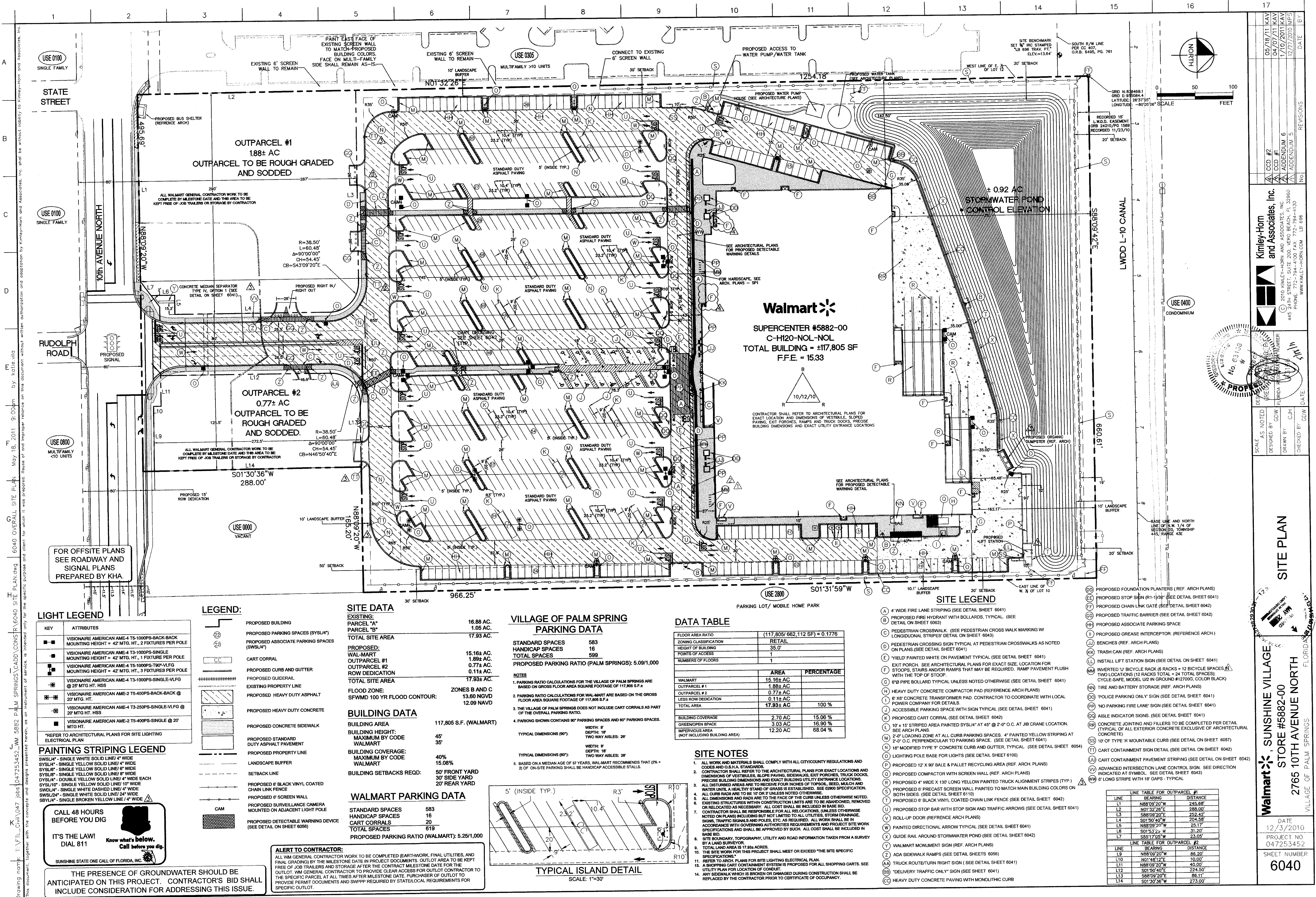
[illegible]

CHECKED BY:	
DRAWN BY:	
PROTO CYCLE	01/0
DOCUMENT DATE:	02/0



SITE PLAN

SHEET: **SP1**



Temporary License Agreement

THIS TEMPORARY LICENSE AGREEMENT ("License") is made this 12th day of November, 2019, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and WAL-MART STORES EAST, LP, a Delaware limited partnership with its principal address at 702 SW 8th Street, Bentonville, AR, 72716, ("Licensee").

RECITALS

WHEREAS, Licensee owns property located at 2765 10th Avenue North, Palm Springs, Florida ("Property") described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, currently the Property is utilized for a retail store located on the Property ("Store"); and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for temporary, seasonal storage as an accessory use of the Property; and

WHEREAS, the use of the Property for storage is not a permitted or special exception use in the CG district in which the Property is located; and

WHEREAS, Village Code Section 34-829 authorizes the Planning, Zoning & Building Director or the Village Council, for good cause shown, to grant a temporary license for certain uses in the CG district, not to exceed five (5) years from the approval date, renewable at the option of the Village; and

WHEREAS, Village Code Section 34-829 includes among other expressly identified land uses, the licensing of other accessory uses, whether or not expressly provided for in Section 34-823, but not otherwise prohibited in that subdivision, and as approved by the Planning, Zoning & Building Director or Village Council; and

WHEREAS, Pursuant to Village Code Section 34-829(h), Section 34-829 is to be utilized as a guide in determining whether a license for use should be granted; and

WHEREAS, the Village Council has applied Section 34-829 as a guide and has determined that based upon the mutual promises and consideration as set forth herein, that a **temporary revocable license**

for seasonal use of temporary storage should be granted to the Licensee for the Property as more specifically provided herein; and

WHEREAS, Village Code Section 34-829 also requires Licensee to submit a site plan amendment for changes to the physical layout of the Property, if applicable, and

WHEREAS, Licensee attests that no changes to the physical layout of the property are proposed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. LICENSED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-829, the Village by and through the authority of its Planning, Zoning & Building Director hereby grants Licensee a temporary, revocable license which authorizes Licensee to utilize eleven (11) temporary storage units at the Property for seasonal storage of refrigerated holiday food/grocery inventory and lay-away merchandise storage, subject to the terms and conditions of the License. No other interest or right to use the Property is granted to Licensee under this License.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this License is limited to the holiday season, comprised of November 15th through January 5th only. The term shall commence on November 15, 2019 ("Commencement Date") and shall terminate on January 5, 2020. This License shall become effective upon approval by the Planning, Zoning & Building Director. At the conclusion of the term, the licensed use of the Property shall expire and the Licensee shall terminate such use unless otherwise extended in accordance with this License. If not extended, then failure to terminate the temporary use shall be grounds for default and subject the Licensee or owner/occupant to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-829, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order

3.2 Upon the expiration of the term of this License, at Licensee's sole discretion, shall have the right to apply for an extension to this license agreement in accordance with Village Code.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. The eleven (11) temporary storage units shall be comprised of one (1) refrigerated unit to be located adjacent to the rear loading dock, and as depicted on Exhibit "B", and ten (10) unrefrigerated, dry storage units to be located on the rear and east side of the Property within unutilized employee parking spaces and paved loading area apron, as depicted on Exhibit "B".
2. Each storage unit shall be limited in size to 8' wide x 45' long maximum.
3. Placement of the temporary storage units shall not occur prior to November 15th and all storage units shall be removed by January 5, 2020.
3. Surveillance equipment and security lighting are recommended by the Village.
4. All other regulations and ordinances of the Village shall govern as applicable.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding

at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of either Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village: The Village of Palm Springs, Florida
Attention: Richard Reade, Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

With a mandatory copy to: The Village of Palm Springs, Florida
Attention: Glen Torcivia, Village Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Licensee: Wal-Mart Stores East, LP
Attention: Eric Garner, Store Manager
2765 10th Avenue North
Palm Springs, FL 33461

10. APPLICABLE LAWS

- 10.1** During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, with respect to the condition of the Property and at the Licensee's sole cost and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

- 11.1** The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

- 12.1** The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY'S FEES

- 13.1** It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

- 14.1** In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this License, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this License by Licensee may be enforced in code enforcement

proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledge that the Village and the public will be irreparably damaged if the terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License.

17. PREPARATION

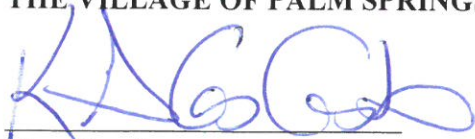
17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS



Kim Glas-Castro
Planning, Zoning & Building Director

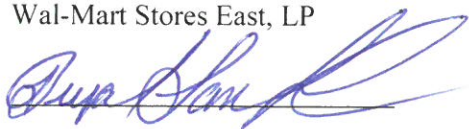
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



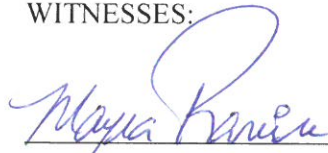
 Glen Torcivia,
Village Attorney

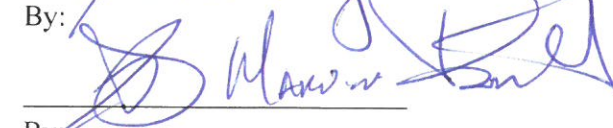
LICENSEE:

Wal-Mart Stores East, LP



WITNESSES:


By: _____


By: _____

10/9/19

EXHIBIT "A"
Property Description

Property Control Number: 70-43-44-20-34-000-0010

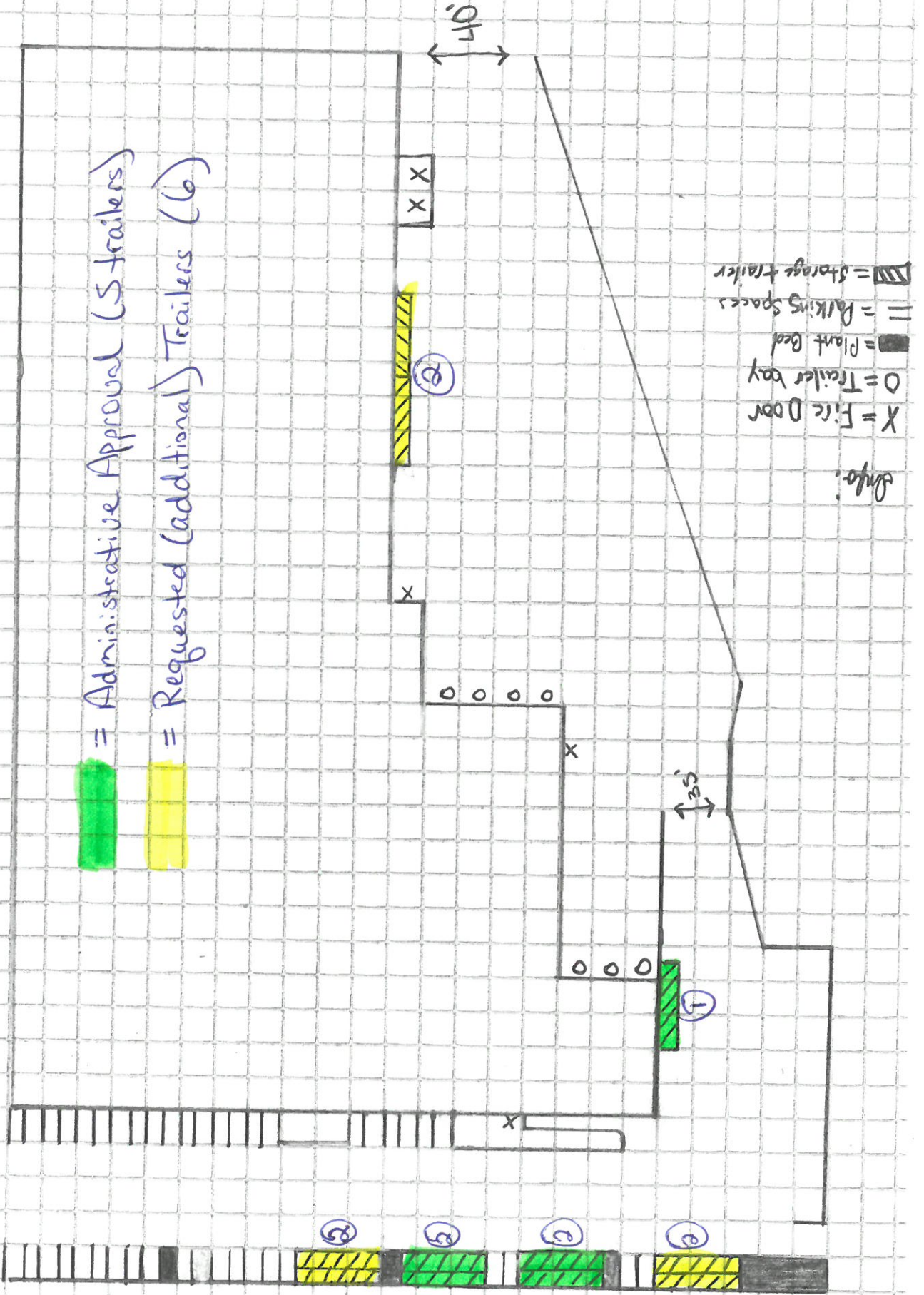
Lot 1 of the WAL-MART AT PALM SPRINGS Plat, as recorded in Plat Book 114, Page 67-70 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
Temporary Use Site Plan

Palm Springs Val. Mont
Store #5882

Store Manager
Bryant

315-406-1498





West Side, Looking North



West Side, Looking South



Rear, Dry Storage



Rear, Refrigerated Storage



East Side, Looking South



East Side, Looking North



Village of Palm Springs

Executive Brief

AGENDA DATE: December 10, 2020

DEPARTMENT: Administration

ITEM 10.2: Approve 2021 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

SUMMARY:

The Village Council is requested to consider the proposed 2021 Legislative Appropriations, Grants, Priorities & Issues statement. If approved, the proposed legislative statement will be presented to the Village's State Senate and the Representative as well as the Palm Beach County Legislative Delegation for consideration.

If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support (i.e., appropriations and grants) from the State of Florida to address various infrastructure and recreational needs and improvements. Additionally, proposed legislative recommendations would be provided to protect the Village's home rule authority, promote changes to the state's annexation laws and to enable the Village to operate more effectively and efficiently.

FISCAL IMPACT:

If approved, the Village would present the proposed 2021 Legislative Appropriations, Grants, Priorities and Issues to the Village's State Senate and House Representative as well as the Palm Beach County Legislative Delegation. If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support from the state of Florida for various needs and improvements and to promote the protection of our Home Rule Authority and changes in the state's annexation laws.

ATTACHMENTS:

Proposed 2021 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

Approved 2021 Legislative Action Agenda - Florida League of Cities



2021 Legislative Appropriations, Grants, Priorities & Issues

2021 Appropriation Request:

1. Stormwater Drainage Improvements along 10th Ave North and Davis Road - \$1,107,000 capital costs (\$163,000 Village Match for engineering/design costs and expected at least 50% Village Match for construction in later years)
2. Septic to Sewer Improvements – \$ TBD for Phase 1, as part of total \$11,026,000 capital project (\$1,104,000 Village Match for engineering/design costs)

***Note:** The Village requested funding for the above referenced stormwater project within the 2015, 2016, 2017, 2018, 2019 and 2020 Legislative sessions and were not recommended for funding.

2021 Grant Request:

1. Florida Recreation Development Assistance Program (FRDAP) – Park Connector Pathway – Sub-Phase 3A - Canal Road - \$50,000 (Non-Matching)
2. Recreation Trails Program (RTP) Grant – Park Connector Pathway – Sub-Phase 2 - Davis Road - \$250,000 (\$250,000 Village Match)

***Note:** The Village has requested \$500,000 FRDAP grants the past four (4) legislative sessions and received \$100,000 in two grants (\$50,000 for Sago Palm Park improvements and \$50,000 for Sabal Palm Park improvements) in 2020.

2021 Requested Legislative Amendments:

1. Municipal Home Rule - Strong “Home Rule” powers ensure that city governments remain accountable to and in keeping with the concerns of its citizenry; intrusion upon “Home Rule” authority by the state government undermines the fundamental constitutional right of Village citizens to govern themselves
2. Community Redevelopment Agencies (CRAs) – Protect/preserve the use of CRAs, and strengthen accountability and transparency requirements for CRAs, but do not restrict CRAs, use of tax increment financing or a city’s ability to revitalize and redevelop struggling areas
3. Annexation – Involuntary Process – Remove language requiring referendum if not property owner (The FLC has approved this item as a League Priority for the upcoming legislative session, which means that there may be a significant amount of attention and support by the FLC legislative lobbying team to support, promote and, hopefully, approve this important and needed change).
4. Elections – Home Rule Authority – Enable the Village to determine the date of municipal elections and not be required to change election dates to a unified state election date

5. FDRAP – Appropriate funds to provide local government assistance with development of parks/outdoor recreation facilities
6. Property Liens – Utility Billing – Ability to lien properties that do not pay utility bills if Village does not maintain Revenue Bonds
7. Forfeiture Funding – Police Department – Expand the Village's ability to use these funds to support additional police activities, uniforms, Emergency Operations Center, etc.
8. Land Development Regulations – Preserve local police powers and zoning authority to regulate uses, require performance standards, and restrict use of property pursuant to the Village's vision and small town characteristics
9. Business Tax Receipts – Safeguard municipalities' authority to assess an annual fee on businesses operating within the municipal limits
10. Transient Uses in Residential Neighborhoods (Sober Homes and Short Term Vacation Rentals) – Restore local zoning authority to regulate vacation rental properties that create commercial activity in residential neighborhoods; Require certification/registration for recovery residences and promote the Oxford House model for self-governance to mitigate nuisance in neighborhoods and burden on local governments
11. Charter Schools – Remove the ability to utilize incentives (i.e., gift cards, raffles, etc.) to increase enrollment counts and require new projects to meet local government codes
12. Shopping Carts Regulations – Permit local governments with the opportunity to ensure that businesses are responsible for maintaining carts and not putting this financial burden on Village
13. Digital Divide – Expand broadband internet access to areas underserved by providers and increase funding to cities for public broadband infrastructure installation
14. Mobility Plans – Clarify legislation to promote Mobility Fees as options to assist urban infill and redevelopment

*Note: There has not been a proposed annexation bill since the 2018 Legislative Session (Silvers/Torres) and 2017 Legislative Session (Silvers/Clemens), neither of which moved through committees. The Village had requested assistance with amending the state's involuntary annexation statute within the 2015 and 2016 Legislative Session; however, a bill was not presented for consideration.



PRIORITIES

- **Sales Tax Fairness**
- **Annexation**
- **Short-Term Rentals**
- **Affordable Housing**
- **Discharges to Surface Waters**

POLICY POSITIONS

- **Digital Divide**
- **Mobility Plans**
- **Cybersecurity**
- **Transportation Funding**
- **Resilient and Sustainable Florida**



Sales Tax Fairness

Priority Statement:

The Florida League of Cities SUPPORTS legislation to update Florida’s sales and use tax laws that apply to online/e-commerce sales from out-of-state retailers. Changes are needed to ensure in-state retailers are treated equitably and that the Florida sales and use tax law is equally enforced.

Background:

Forty-five states and the District of Columbia levy taxes on the sale of goods and certain services, including those sold remotely. Florida’s sales and use tax is a 6 percent levy on retail sales of most tangible personal property, admissions, transient lodgings, commercial rentals and motor vehicles. Additionally, Florida has nine types of local discretionary sales surtaxes (also referred to as local option sales taxes) which are currently authorized in law and represent potential revenue sources for counties, municipalities and school districts. The local discretionary sales surtaxes apply to all transactions subject to the state tax imposed on sales and use tax. The local discretionary sales surtax rate varies from county to county, depending on the particular levies authorized in that jurisdiction.

On June 21, 2018, the U.S. Supreme Court issued an opinion in *South Dakota v. Wayfair*, overturning its earlier precedents in *National Bellas Hess* and *Quill*, and eradicated the decades-old “physical presence” requirement for sales and use tax nexus. The case centered on a South Dakota law that imposes sales tax collection obligations on certain remote sellers, based on the dollar amount or volume of sales into the state. This “economic nexus” case impacts thousands of state and local jurisdictions across the United States that impose a sales or use tax.

The issue of fairness is an important one. Local businesses, which sponsor youth sports teams or help sponsor local fireworks displays or other activities for communities, are forced to collect and submit sales taxes on items they sell in their communities. The cost of these goods then can be higher because the out-of-state or international seller is not collecting or remitting sales taxes. This gives these “foreign” businesses an unfair advantage. Local businesses ultimately become nothing more than local showrooms for goods ultimately bought online.

Contact: Amber Hughes, Sr. Legislative Advocate – 850-701-3621 – AHughes@flcities.com

11/16/2020



Annexation

Priority Statement:

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas while protecting private property rights and respecting municipal boundaries.

Background:

- The Florida Constitution authorizes the Legislature to develop procedures for the municipal annexation of unincorporated territory by general or special law.
- The Legislature passed the “Municipal Annexation or Contraction Act,” in 1974, which provides a mechanism for municipalities to annex territory and to recede from territory by contraction.
- Currently, the annexation process makes it difficult for cities to annex certain unincorporated enclaves and unincorporated areas where city services are already being provided.
- Additionally, the processes of taking a vote of the electors of the area proposed to be annexed prior to annexation has frustrated annexation efforts to the detriment of property owners desiring to be annexed.

Contact: David Cruz, Legislative Counsel – 850-701-3676 - dcruz@flcities.com



Short-Term Rentals

Priority Statement:

The Florida League of Cities SUPPORTS legislation providing for a collaboration between the Florida Department of Business and Professional Regulation and cities to ensure that short-term rental properties abide by state and local regulations, are properly licensed and insured, and comply with state and local taxation requirements as well as industry-accepted safety practices. The Florida League of Cities SUPPORTS legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty.

Background:

- Cities were preempted from regulating short-term vacation rentals in 2011. Cities with an existing ordinance at that time were “grandfathered” and allowed to keep what was already in place.
- Cities without an ordinance lost the ability to regulate the location of these properties resulting in a proliferation of short-term rentals in areas that had traditionally been long-term residential neighborhoods.
- Currently available solutions for cities are inadequate and will not solve the problems that many communities are facing.
- The restoration of zoning authority will allow cities to implement smart, targeted solutions to problems caused by vacation rentals and will ensure the preservation of traditional residential communities and neighborhoods.

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Affordable Housing

Priority Statement:

The Florida League of Cities SUPPORTS legislation that requires all monies from the Sadowski State and Local Housing Trust Funds be used only for Florida's affordable housing programs.

Background:

- In 1992, the Florida Legislature enacted the Sadowski Act (the Act) to ensure a dedicated revenue source for affordable housing. The source of funding is the documentary stamp tax collected on the transfer of real property in Florida. The Act creates two separate trust funds under the umbrella of the affordable housing trust, the State Housing Trust that funds housing programs statewide and the Local Government Housing Trust that funds two programs: the State Housing Initiatives Program (SHIP) and State Apartment Incentive Loan program (SAIL). The funding for these two trust funds were purposefully linked to documentary stamp collections so trust fund dollars would increase as real estate costs escalated, thus providing more affordable housing funding when it was most needed. And it is definitely needed now.

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Discharges to Surface Waters

Priority Statement:

The Florida League of Cities SUPPORTS legislation that establishes reasonable time frames for utilities to eliminate, to the extent possible in compliance with regulatory requirements and with specified exceptions, discharges to surface waters unless a utility demonstrates it is not environmentally, technically or economically feasible.

Background:

- Bills in the 2020 session would have prohibited utilities from discharging effluent, reclaimed water, or reuse water to surface waters beginning January 2026.
- The bills exempted the following “beneficial” discharges and certain fiscally constrained local governments:
 - Indirect potable reuse projects;
 - Domestic wastewater treatment facility discharges during wet weather which occur in accordance with the applicable department permit;
 - Discharges into a stormwater management system which are subsequently withdrawn by a user for irrigation purposes;
 - Domestic wastewater treatment facilities located in fiscally constrained counties;
 - Projects where reclaimed water is recovered from an aquifer recharge system and subsequently discharged into a surface water for potable reuse;
 - Wetlands creation, restoration, and enhancement projects;
 - Minimum flows and levels recovery or prevention strategy plan projects;
 - Domestic wastewater treatment facilities with reuse systems that provide a minimum of 90 percent of a facility’s annual average flow for authorized reuse purposes;
 - Domestic wastewater treatment facilities located in municipalities that have less than \$10 million in total revenue; or
 - Domestic wastewater treatment facilities located in municipalities that are entirely within a rural area of opportunity.
- Utilities that have invested in advanced wastewater treatment or that are subject to “ocean outfall” statutory requirements were not exempted from the discharge prohibition.
- The cost to utilities to comply is estimated at \$28 billion. A later version of the bill softened this impact in some respects by allowing utilities to develop plans to

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implement the mandate over a period of time, with exemptions if a utility could demonstrate that available alternatives were not environmentally, economically or technically feasible.

- State funding assistance will be essential to meeting the costs of this unfunded mandate.
- The bills did not pass in 2020 but this issue remains a priority for the Senate President and legislation is expected to be filed in 2021.



Digital Divide

Policy Position Statement:

The Florida League of Cities SUPPORTS legislation that reduces the digital divide and expands broadband Internet access to all areas of the state. This includes:

- identifying areas of Florida that are underserved by traditional broadband providers;
- removing statutory barriers for cities to provide telecommunication services and open competition for affordable Internet service; and
- increasing public funding for construction of broadband infrastructure.

Background:

- Reliable and affordable access to the Internet has become vitally important to Florida's municipalities and its citizens.
- Access to the Internet is now part of our everyday lives and impacts economic development and the health safety and welfare of our citizens.
- A lack of reliable broadband mapping has made it unclear what areas of Florida are underserved or lack reliable and affordable Internet access.
- Private companies will not invest in areas of our state where it is not profitable causing a market failure, and municipalities have industry driven and unnecessary statutory hurdles that must be overcome for them to be the broadband provider.
- For cities, a digital divide is a barrier to urban and economic revitalization and the full realization of a "smart city" vision.
- Universal access to affordable broadband cannot be achieved through deregulation and preemption of local authority but will require partnerships and robust and dedicated funding to accelerate universal broadband deployment.

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Mobility Plans

Policy Position Statement:

The Florida League of Cities SUPPORTS legislation that defines mobility plans and fees in order to provide the clarity and consistency needed to assist Florida's cities in implementing alternative modes of transportation.

Background:

- In 2009, the state convened a multi-member panel to look at alternatives to concurrency.
- That panel specifically attempted to find options to assist urban infill and redevelopment rather than current practices that focused on development everywhere.
- In 2013, the Legislature decided to clarify the several types of transportation mitigation systems under Florida law and created Mobility Fees as a legally viable alternative.
- Each system required that the fee charged be consistent with rational nexus based on established case law, now codified by the 2019 legislation, and that Backlog could not be included in the formula. However, there is no case law on Mobility Plans/Mobility Fee and no new definitions were created in the statute.

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Cybersecurity

Policy Position Statement:

The Florida League of Cities SUPPORTS legislation dedicating state resources for the development and enhancement of municipal cybersecurity by providing funding for technical assistance, threat assessments, employee training, infrastructure improvements and data protection, including the protection of exempt and confidential information such as law enforcement personnel information and plans for government buildings and other critical infrastructure.

Background:

- Local governments are routinely entrusted with gigabytes of personally identifiable, confidential, and proprietary information about the businesses and citizens who live and operate within their jurisdictions. A number of high-profile cyber-incidents in the public sector have highlighted the emerging and costly challenges that cities face in protecting these data.
- The “hidden” impact on local government operations when a system is compromised, whether it is longer response times for police and fire personnel, delays in service delivery to utility customers, or holdups in the permitting process for businesses, often are more significant than any ransom payment. The loss of personally identifiable, confidential, and proprietary information about businesses and citizens have their own critical and personal cost impacts, but also contribute to the public losing trust in its government.
- Local governments urgently need help from the state in three primary areas: technical assistance, training, and infrastructure improvements. Outside experts should be retained to conduct threat assessments to identify operational and system vulnerabilities so that all are irrevocably addressed before they are exploited. Local governments should increase training for employees, emphasize the importance of being a cyber-aware organization, and develop response plans in the event of a security breach. Finally, many cities and counties must devote resources to improving critical cyber-infrastructure to ensure that hardware and software are impenetrable.

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Transportation Funding

Policy Position Statement:

The Florida League of Cities SUPPORTS legislation that will allow cities to have greater local decision-making and flexibility on transportation funding to ensure we meet our ever-changing transportation demands.

Background:

Transportation infrastructure is paramount to the prosperity of all cities. It greatly affects quality of life by influencing people's decisions about where to live, work and spend their free time. For more than 60 years, the federal government has helped states pay for highway repair and construction through the Highway Trust Fund (HTF), which relies primarily on federal gas tax revenue. But in recent years inflation and the growth in the number of both electric and more fuel-efficient gas-powered vehicles means that drivers are buying less gasoline and paying less gas tax.

With over 126 million visitors each year and more than 900 people moving to Florida each day, the state's transportation infrastructure is rapidly declining. Our roads and bridges are getting older and falling into disrepair, costing more to maintain and improve. Some of these increased costs are directly attributable to technological advancements that are necessary to implement a "smart transportation infrastructure" where train stations, bus stops, airports, and car- and bike-sharing stations become integrated parts of one big open high-speed connected communications network.

Transportation projects are often the catalyst for economic development and the result of growth within a community. Florida's municipalities need a transportation program that adequately funds our state's transportation needs, takes a smart approach to all forms of transportation and provides local governments with the certainty they need for planning and funding transportation projects.

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Resilient and Sustainable Florida

Policy Position Statement:

The Florida League of Cities SUPPORTS legislation that promotes a resilient and sustainable Florida, including:

- Funding for water quality improvements.
- Establishing policies and funding for alternative water supply development.
- Providing for intergovernmental coordination and planning on strategies to address climate challenges such as drought, coastal flooding and inland flooding.
- Enabling local authority to implement natural resource protection strategies.

Background:

Water Quality & Alternative Water Supply

- The development of alternatives to ground and surface water for public users will be critical for meeting the demands of population growth while accommodating needs of agricultural and industrial users.
- To provide safe and sustainable sources for water supply, Florida must plan and develop alternative water sources that can sustain water supplies in times of drought. Such sources should include the consideration of incorporating reclaimed water as a reliable and sustainable source integral to a wholistic “one water” approach to water supply.
- CS/CS/SB 712, passed in 2020, requires local governments to undertake additional projects to improving water quality. The bill establishes a wastewater grant program but does not provide a source of dedicated funding.
- Concern is growing about the presence of Per- and Polyflouro Alkyl Substances (“PFAS”) in soil, groundwater, and drinking water. Local governments will face significant financial challenges in addressing potential PFAS contamination.
- State funding assistance can help offset the financial challenges for municipalities in developing alternative water supplies, improving water quality, and addressing the growing threat of PFAS.
- For FY 2020-21, the legislature appropriated \$40 million for alternative water supplies, \$25M in matching grants for septic-to-sewer conversions and wastewater upgrades, \$50 million for springs restoration and \$25 million for the Total Maximum Daily Load program.
- Increased state funding assistance may be limited by budget constraints in 2021. If so, the legislature should strive to at least maintain its current level of commitments.

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Coastal and Inland Flooding

- Florida's local governments face increasing threats to property and infrastructure from sea level rise, coastal flooding, and inland flooding from extreme weather events.
- A 2019 Annual Report from Florida's Chief Resiliency Officer stated efforts to address resiliency in Florida are disjointed, led largely through siloed local efforts, and that the state lacks a statewide strategy.
- Communities are overwhelmed by the demands of addressing resiliency challenges alone and need a place to turn for guidance, information sharing, financial and technical assistance.
- Florida would benefit from interagency program to assist the state and local governments in assessing and responding to the effects of climate change, including development of an annual Resiliency Plan to assess climate effects and to make recommendations on mitigation strategies.

Natural Resource Protection Strategies

- Local government tree protections benefit natural habitats, climate adaptation and mitigation, nutrient uptake and filtration, stormwater management, open space, quality of life and community character.
- Section 163.045, Florida Statutes, is intended to provide a limited exemption for residential property owners to remove an imminently dangerous tree without a local permit. Vague and undefined terms in the statute have led to conflict and abuses, including the removal of trees on empty lots to accommodate new development.
- The statute should be clarified to close loopholes to address ongoing abuses of the law that are jeopardizing essential natural resource protection strategies.